

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

---

# PHA Plans

5-Year Plan for Fiscal Years 2006 - 2010

Standard Annual Plan for Fiscal Year 2006

HUD Plan Year -2005

CFP/CFPRHF Funding Year –FFY 2006

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

## **PHA Plan Agency Identification**

**PHA Name:** Housing Authority City Las Vegas (HACLV)

**PHA Number:** NV-02

**PHA Fiscal Year Beginning:** 10/2004

### **Public Access to Information**

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

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

### **Display Locations for PHA Plans and Supporting Documents**

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

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

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

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

**5-YEAR PLAN**  
**PHA FISCAL YEARS 2006 - 2010**  
[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:

The mission statement of the Housing Authority of the City of Las Vegas (HACLV) is to serve our community's housing needs using all resources available to provide affordable, decent, safe and sanitary housing for program participants.

**B. Goals**

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHA 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, **PHA 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) 86%
  - Improve 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)
- Increase the percentage of fully assessable units within our inventory.**

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

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

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

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

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

Objectives:

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

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

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

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

**Other PHA Goals and Objectives: (listed below)**

**Each goal is followed by a brief summary of the progress made during FY 2005 (ending 9/30/2005).**

**GOALS AND OBJECTIVES**

*Five-Year Goal: Expand the supply of Low Income and Affordable housing.*

*Objectives:*

- ▶ Apply for additional Section 8 Housing Choice Vouchers, if funding is announced.
- ▶ Develop public/private partnerships to create affordable housing opportunities.
- ▶ Utilize HACLV resources to leverage and encourage new development initiatives.
- ▶ Expand homeownership initiatives to HACLV residents and program participants.

**FY 2005 Progress:**

▶ Through the HACLV partnership with the Community Development Program Center of Nevada, two senior affordable rental initiatives (**one completed**), one family rental initiative, and one **Granny housing (completed)** initiative are under development and construction.

▶ Enhance the HACLV's Scattered Site Homeownership Program.

*Five-Year Goal: Improve the quality of assisted housing.*

*Objectives:*

▶ Improve program management and fiscal accountability by utilizing SEMAP and PHAS indicators.

▶ Increase customer satisfaction.

**FY 2005 Progress:**

▶ The Authority's other modernization activities are addressing necessary work items in order of priority as established in the Capital Plan.

*Five-Year Goal: Increase assisted housing choices.*

*Objectives:*

▶ Conduct outreach efforts to potential vouchers landlords.

▶ Develop a strong Affirmatively Furthering Fair Housing and Limited English Proficiency Plan.

▶ Further the development of the Section 8 Homeownership Program.

### **FY 2005 Progress:**

▶ The Authority sold **twenty nine (29) public housing scattered site units under its Public Housing Homeownership Program in FY03 and FY04 and four (4) public housing scattered sites units under its Public Housing Homeownership Program in FY05. Additionally, seven (7) Section 8 Housing Choice Voucher Homeowners are under contract.**

Five-Year Goal: *Improve marketability of HACLV owned units.*

#### **Objectives:**

- ▶ Enhance and maintain site appearance to increase curb appeal.
- ▶ Provide amenities and services to compete with private sector property owners.
- ▶ Further develop partnerships with law enforcement agencies to provide a safe living environment.

### **FY 2005 Progress:**

▶ The Capital Fund Program continues to include other provisions that are aimed to increase the marketability of Authority-owned units. Non-viable units and developments are identified and continue to be revitalized through various approaches.

▶ Where marketability cannot be achieved, the Authority is requesting approval for the demolition of units and/or identifying other sources of funds to accommodate the capital needs.

▶ Performed Physical Needs Assessment to identify current capital improvement needs.

Five- Year Goal: *Promote self-sufficiency and economic independence of assisted households.*

#### **Objectives:**

- ▶ Increase the number and percentage of employed program participants.
- ▶ Further develop and enhance educational opportunities and prevention programs for youth.
- ▶ Provide and attract supportive services to increase program participant's employability through job training and educational opportunities.

- ▶ Provide public/private partnerships to further enhance resident initiatives at no cost to the agency (i.e. Sunrise Hospital, Girl Scouts, and Juvenile Justice Department) through fund raising and grant application submission.
- ▶ Promote homeownership opportunities through the Scattered Site Homeownership Program, the Section 8 Housing Choice Voucher Program, and the supportive service program for potential home buyers.

### **FY 2005 Progress:**

- ▶ The Authority currently has approximately **238** participants in the Family Self-Sufficiency Program under Section 8. The Section 8 Program mandatory size is now **199** due to graduates. The number over 199 is the result of our operating a voluntary FSS program.
- ▶ The Authority currently has approximately **232** participants under the Family Self-Sufficiency Program under Public Housing.
- ▶ The Authority has established a home ownership program under the Section 8 and Public Housing Programs and has successfully assisted low-income families in achieving homeownership.
- ▶ The Authority continues to develop partnerships with local service providers, training resources and educational institutions with the goal of making self-sufficiency available to all residents and participants. Year to date, fourteen.

Five-Year Goal: *Increase affordable housing resources.*

### ***Objectives:***

- ▶ Develop a detailed plan for the Replacement Housing Fund.
- ▶ Continue to identify partners for affordable housing development.
- ▶ Explore the opportunity for conversion of assistance from unit-based to tenant-based. Consider the development of a Conversion Plan.

**FY 2005 Progress:**

- ▶ Continue to evaluating HACLV portfolio for redevelopment opportunities.
- ▶ Conducted Physical Needs Assessment
- ▶ Developing Strategic Plan.
- ▶ Developed a detailed plan for the replacement Housing Fund.
- ▶ Identify method to leverage funding resources.



**Annual PHA Plan**  
**PHA Fiscal Year 2005**  
[24 CFR Part 903.12]

**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)**

**Troubled Agency Plan**

**ii. Executive Summary of the Annual PHA Plan (optional)**

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

**I. Overview**

In an effort to ensure compliance with the program and regulatory changes implanted through the Quality Housing and Work Responsibility Act of 1998 (QHWRA), the Housing Authority of the City of Las Vegas has continued the planning process and is now presenting its FY 2006 Annual Plan for review and approval. During the course of the Authority's FY 2005, the senior staff and Executive Director have continued the planning process with the consultation of the Resident Advisory Board. By involving all stakeholders in various aspects of the planning process, the Authority has not only received valuable input from both the residents and the community but also from representatives from the City of Las Vegas.

**II. PURPOSE AND STRUCTURE OF THE AGENCY PLAN**

This Agency Plan contains the FY 2006 Annual Plan which provides supplemental information to the Five-Year Plan established in FY 2002 as well as new information regarding the establishment of revised goals, objectives, policies, and procedures required to achieve the Authority's overall mission. Generally, the information included in this annual plan will either supplement or, in cases of conflict, supercede the provisions of both the Five-Year Plan and the Annual Plan submitted in FY 2005. The Authority plans to update the Five-Year Plan at least every five years or more as deemed appropriate during the annual planning process.

**III. STATUS IN MEETING GOALS AND OBJECTIVES**

The Authority has been successful in both obtaining and accelerating its longrange goals and objectives. The specific progress for each established goals is summarized in the Section 2Five Year Plan in this updated document.

**IV. "SUBSTANTIAL DEVIATION" AND "SIGNIFICANT AMENDMENT OR MODIFICATION"**

The Code of Federal Regulations (CFR) at 24 CFR Part 903, Section 7, Public Housing Agency Plan;

Final Rule issued on October 21, 1999 is very specific with respect to the information a PHA must provide in its Annual Plan. Part 903 Section 7 (r) (2) states that a PHA must identify the basic criteria the PHA will use for determining:

- A. A substantial deviation from its Five-Year Plan; and
- B. A significant amendment or modification to its Five-Year Plan and Annual Plan.

Notice PIH 99-51 states that PHAs must define the terms “Substantial Deviation” and “Significant Amendment or Modification” by stating the basic criteria for such definitions in an annual plan that has met full public process and Resident Advisory Board Review.

The Housing Authority of the City of Las Vegas considers the following actions to be Significant Amendments or Modifications:

- A. Significant changes to rent or admissions policies or organization of the waiting list.
- B. Additions of non-emergency work items (items not included in the current Annual Statement, Five-Year Action Plan, or Physical Needs Assessment) or change in use of replacement reserve funds under the Capital Fund;
- C. Any change with regard to demolition or disposition, designation, homeownership program or conversion activities.

Any substantial deviation from the Mission Statement and/or Goals and Objectives presented in the Five-Year Plan that cause changes in the services provided to residents or significant changes to the Agency’s financial situation will be documented in subsequent Agency Plans.

An exception to this definition will be made for any of the above that are adopted to reflect changes in Federal Law or HUD regulatory requirements; such changes will not be considered significant amendments.

## **V. SUMMARY OF PLAN CONTENTS**

This annual update includes updates to various areas of policy or operations necessary for the efficient and effective management of the agency as a whole. The significant items included in this update are summarized below:

### **Five Year Plan:**

This section includes statements of the progress in meeting goals and objectives. The mission statement, goals, and objectives are restated for reference.

### **Assessment of Housing Needs:**

The Authority has reviewed data utilized in the Housing Needs Assessment, incorporated new data where available, and has found no significant changes in the housing needs in Las Vegas. The Authority continues to incorporate an assessment of specific need when considering any significant modernization, revitalization, or development initiatives. The Authority shall also increase the percentage of fully accessible units for disabled tenants as well as develop and implement a strong Affirmative Fair Marketing Plan. This Plan shall include Limited English Proficiency (LEP) strategies to ensure LEP persons have full access to housing, including homeowners and other services. All activities remain consistent with the City’s Consolidated Plan.

### **Assessment of Financial Resources**

New financial data was generated and incorporated into the Assessment of Financial Resources. Refer to the template for updated information.

### **Eligibility, Selection and Admission Policy:**

Changes were made to both the Admissions and Continued Occupancy Policy (for Public Housing) and the Administrative Plan (for Section 8). These changes are summarized below.

#### **Changes to Admissions and Continued Occupancy Policy**

▫ Changes were made to facilitate specific Authority initiatives.

▫ **Various changes were made in chapters 1, 2, 3, 4, 5, 6, 8, 9, 10, 14 and 15.**

**The following policies were updated or improved: Limited English Proficiency; Reasonable Accommodation; Affirmative Marketing Policy, Civil and Disability Rights and Effective Communication Policy.**

#### **Changes to the Administrative Plan**

▫ Changes were made to facilitate specific Authority initiatives.

▫ **Various changes were made in Sections 1, 3, 4, 5, 6, 7, 8, 11, 14, 15 and 18. Additionally, all references to the Certificate Programs were removed and the glossary and definitions updated to add new definitions and removed non-applicable definitions.**

**The following policies were updated or improved: Limited English Proficiency; Reasonable Accommodation; Affirmative Marketing Policy, Civil and Disability Rights and Effective Communication Policy.**

#### **Changes to the Lease:**

▫ **Various changes were made in multiple sections to clarify the language and include provisions for those persons with disabilities.**

#### **Rent Determination Policy:**

Rent determination has no changes.

**Operation and Management: Total units as of 2/28/2005 are now 2065. The Authority is a high performer under SEMAP and standard under PHAS. See Tab 7.**

#### **Grievance Procedure:**

No change for FY 2005

#### **Capital Improvement Plan:**

The Capital Improvement Plan has been updated to include the following specific grant budgets. Copies of the budgets or plans are included in Section 9 – Capital Improvement Plan, as applicable. **Copies of Revised Annual Statements Reports for open capital grants are also included in this section for the period ending January 31, 2005.**

In accordance with QHWRA, the HACLV will utilize no more than 20% of the Capital Fund for assistance to the Operating Fund for eligible activities. Additionally, the Capital Fund will contribute to providing security to public housing developments under the management improvement line item, which is an eligible expense.

- Annual Statement of the Capital Fund Grant (Grant Number -**NV39P00250105**) utilizing FFY 2005 Capital Funds – funds **totaling \$3,466,639.26.**
- Annual statement of the Capital Grant Replacement Housing Factor (Grant #**NV39R00250105**) utilizing FFY 2005 Replacement Housing Fund from Capital Program funds totaling **\$759,360.**
- Five Year Plan of the Capital Fund Grant including work items based on the estimated funding to be received **from FFY 2005 Capital Funds and Replacement Housing Factor (RHF) Funds.**
- **Revised Annual Statements** reports for all open grants as of **January 31, 2005.** These include:
  - ◆ Capital Fund Program for FFY 2002 (Grant Number NV039P00250102) with total funds of \$3,934,717.
  - ◆ Capital Fund Program for FFY 2003 (Grant Number NV039P00250103) with total funds of \$3,041,695.
  - ◆ Capital Fund Program for FFY 2003 - Bonus 444 (Grant Number NV039P00250203) with total funds of \$ 948,264.00
  - ◆ **Capital Funds Program for FFY 2004 (Grant Number NV039P00250104) with total funds of \$3,537,387.**
  - ◆ Replacement Housing Factor/Capital Fund Program for FFY 2000 (Grant Number NV039R00250100) with total funds of \$1,436,985.
  - ◆ Replacement Housing Factor/Capital Fund Program for FFY 2001 (Grant Number NV039R00250101) with total funds of \$1,469,726.
  - ◆ Replacement Housing Factor/Capital Fund Program for FFY 2002 (Grant Number NV039R00250102) with total funds of \$1,514,929.
  - ◆ Replacement Housing Factor/Capital Fund Program for FFY 2003 (Grant Number NV039R00250103) with total funds of \$1,447,989.
  - ◆ **Replacement Housing Factor/Capital Fund Program for FFY 2004 (Grant Number NV039R00250104) with total funds of \$774,854.**

### **Demolition and Disposition**

As a result of the Authority's extensive redevelopment activities, all of the Authority's family developments are included as considerations for demolition and/or disposition. It is not expected that all developments be demolished or disposed of, however, revitalization efforts continue to increase and any of all remaining family developments may be considered during the fiscal year.

### **Designation of Housing for Elderly and Disabled Families**

Currently, Harry Levy Gardens (NV 2-8), James Downs Towers (NV 2-12) and Arthur Sartini Plaza (NV 2-21) are covered under an existing Allocation Plan as designated for the elderly only. The Authority plans to proceed with the designation of Arthur Sartini Annex (a portion of NV 2-46) as elderly only. In order to facilitate effective redevelopment and revitalization, the Authority may consider the designation of the remaining elderly developments during the fiscal year. These include Archie Grant Park (NV 2-5) and Aida Brents (NV 2-24). **HACLV has received HUD's two year extension for these developments. We are still awaiting vouchers for Sartini Annex.**

### **Conversion of Public Housing**

The results of the Authority's initial conversion assessment are included in this Annual Plan. All family developments except for Sherman Gardens Annex (NV 26A), Villa Capri (NV 2-15), and Scattered Site Homes (NV 2-26/31/32/46) were less expensive to operate as Section 8 than Public Housing. These developments were not determined to be initially feasible due to the fact that the conversion itself would not principally benefit the residents; however, as redevelopment and revitalization plans address this issue, conversion may become very feasible.

### **Homeownership Activities**

Revisions to the existing Public Housing and Section 8 Homeownership Plan have been included in this annual agency plan. Pursuant to 24CFR 906.8(f)(h), the Housing Authority has the option to restrict eligibility to one or more residency-based categories. In this regard, the Housing Authority has revised its previously approved Homeownership Plan to restrict the sale of homes to current Public Housing residents and current Section 8 participants only.

### **Community Service and Self-Sufficiency**

No changes

### **Safety and Crime Prevention**

Since the FFY 2002 Appropriations Bill does not include Public Housing Drug Elimination Program Funding, there are no changes to Safety and Crime Prevention.

### **Pet Ownership**

**Various changes were made to this policy to clarify the responsibilities of those residents with disabilities.**

### **Civil Rights Certification**

This section includes the required certification. See Tap 17

### **Annual Audit**

This section includes the Authority's FY2003 Annual Audit.

### **Asset Management Plan**

The Authority continues with its implementation of the Asset Management Plan established during the development of the Five-Year Plan. Modernization, replacement housing, and other

development funds are being utilized to implement plan provisions. This Asset Management Plan will be reviewed and updated at least every five years.

### **Statements and Certifications**

Required statements and certifications are included in this section.

### **HUD Template**

A copy of the Annual Agency Plan Template HUD Form 50075 supports this Annual Plan and is to be transmitted to HUD by the required due date. This is supplemented by the electronic copies of the capital and replacement housing budgets and the new PHDEP template included in their respective sections of this Annual Plan.

## **VI. SUMMARY OF RESIDENT/STAFF/PUBLIC CONSULTATION AND INPUT**

The involvement of the residents, staff, and the general public is an important part of the planning process. Since many aspects of the Authority's operations have a direct affect on both, it is important to involve all stakeholders in strategic planning processes. **Meetings with the Resident Advisory Board (RAB) were held on March 9, 2005 and March 23, 2005 to review the Plan and solicit input. A complete list of attendees at each meeting is available upon request.**

The final draft was placed on public display beginning **March 7, 2005 coinciding with the first advertisement of the Public Hearing. The comment period ended with the Public Hearing held at The Howard Cannon Center Board Chambers located at 340 North 11<sup>th</sup> Street, Las Vegas , Nevada 89101 on April 25 at 5:00 pm. The written comments were either received in writing prior to the Public Hearing or were received at the Public Hearing are summarized below and a statement of disposition is included for each:**

#### **Comment # 1:**

Received from: Amelia Coulston

Date Received: March 10, 2005

Statement of Disposition: Concerns expressed regarding the Public Housing Lease and Resident Advisory Board. Ms. Coulston expressed concerns that the Five-Year Plan did not include "House Rules" and in her opinion our Resident Advisory Board has not been established in compliance with HUD rules. On March 16, 2005 an additional recommendation was received recommending the RAB Board be increased to 8 members (6 PH and 2-S8); recommendations for Selection and appointment and RAB bylaws. Copy provided to President of RAB for consideration with the members. Additionally, on March 22, 2005 staff received recommendations to develop House Rules Applicable to Senior Designated Developments. These recommendations were forwarded to the Operations Director and RAB president for consideration.No recommendation received.

#### **Comment # 2:**

Received from: Deloris Sawyer, HACLV Staff

Date Received: March 9, 2005

Statement of Disposition: It was noted during the meeting with HACLV's Resident Advisory Board that the Operation and Management Statement under Tab 7, had in incorrect year for the PHAS score. It has been updated to reflect HACLV's 2004 PHAS score which is 86% and equals a Standard Performer.

**Comment # 3:**

Received from: HUD

Date Received: March 14, 2005

Statement of Disposition: Requested staff to revise draft Reasonable Accommodation Policy to require all request be reviewed for approval by the 504/ADA Coordinator. Staff made recommended changes.

**Comment # 4:**

Received from: Deloris Sawyer, HACLV Staff

Date: May 5, 2005

Statement of Disposition: Revised Chapter 15 of Admin Plan and the ACOP to include termination of assistance of fugitive felonies. Additionally, HACLV shall terminate fugitive felons and other felons if identified after reports of possible criminal activities and/or additional criminal screenings. This includes persons arrested or convicted of felony crimes that have warrants issued for their arrest that are unresolved. Fugitive felony includes those with warrants for criminal activities that are felony acts that were arrest or convictions.

**Comment # 5:**

Received from: Deloris Sawyer, HACLV Staff

Date: May 11, 2005

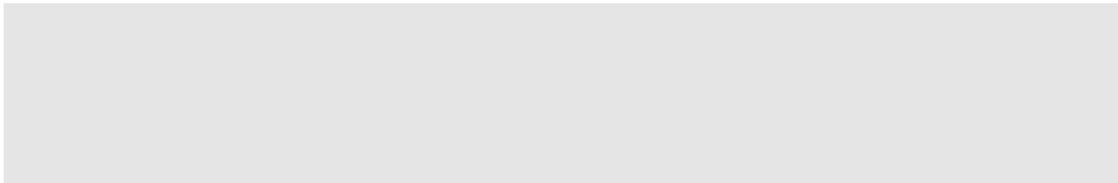
Statement of Disposition: Revised Chapter 15 of Admin Plan to include termination of assistance when persons sign zero income certifications and has income or starts receiving income and fails to report said income within 10 calendar days.

**Comment # 5:**

Received from: Amelia Coulston

Date: May 11, 2005

Statement of Disposition: Received comment advising staff that the list of Resident Advisory Board had not been updated. Robert D'Orleans and Catherine Kozera have resigned. HACLV have two new names for approval on May 13<sup>th</sup>. The list shall be updated after Board approval of the replacement members prior to submission of the annual update to HUD.



**iii. Annual Plan Table of Contents**

[24 CFR Part 903.12(b)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection

## Table of Contents

	<u>Page #</u>
<b>Annual Plan</b>	
i. Executive Summary	1
ii. Table of Contents	
1. Housing Needs	10
2. Financial Resources	16
3. Policies on Eligibility, Selection and Admissions	17
4. Rent Determination Policies	27
5. Capital Improvements Needs	31
6. Demolition and Disposition	33
7. Homeownership	34
8. Civil Rights Certifications (included with PHA Plan Certifications)	37
9. Other Information (criteria for significant deviations/substantial modifications, progress in meeting 5-year goals)	37
10. Project Based Voucher Program	39

### 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 (Word nv002a01)
- FY 2005 Capital Fund Program Annual Statement (Excel nv002b01)
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY) (Pdf nv002c01)

#### Optional Attachments:

- PHA Management Organizational Chart
- FY 2005-2009 Capital Fund Program 5-Year Action Plan (Excel nv002d01)
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
  
- Other (List below, providing each attachment name)
  - RHF 50100 – Revised Annual Statement Report 1/31/05 (Excel nv002e01)
  - RHF 50101- Revised Annual Statement Report 1/31/05 (Excel nv002f01)
  - RHF 50102- Revised Annual Statement Report 1/31/05 (Excel nv002g01)
  - RHF 50103- Revised Annual Statement Report 1/31/05 (Excel nv002h01)
  - RHF 50104 – Revised Annual Statement Report 1/31/05 (Excel nv002i01)
  - RHF 50105 – Revised Annual Statement Report 1/31/05 (Excel nv002j01)
  - CFP 50102 – Revised Annual Statement Report 1/31/05 (Excel nv002k01)
  - CFP 50103 – Revised Annual Statement Report 1/31/05 (Excel nv002l01)
  - CFP 50203 – 444 Bonus – Revised Annual Statement Report 1/31/05 (Excel

nv002m01)  
CFP 50104 – Revised Annual Statement Report 1/31/06 (Excel nv002n01)

### 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	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs of families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions
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 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	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Any policy governing occupancy of Police Officers in Public	

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	Housing <input checked="" type="checkbox"/> check here if included in the public housing A&O Policy	
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 (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP 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
	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
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
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
	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 903.12 (b), 903.7(a)]

### **A. Housing Needs of Families on the Public Housing and Section 8**

## Tenant- Based Assistance Waiting Lists

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

**Updated Waitlist Statistics as of 1/13/2005**

Section 8				
	# of families	% of total families	Annual Turnover	
Waiting list total	989		139	
Extremely low income <=30% AMI	642	65%		
Very low income (>30% but <=50% AMI)	301	30%		
Low income (>50% but <80% AMI)	45	5%		
Families with children (<=17)	725	73%		
Elderly families (62+)	151	15%		
Families with Disabilities	206	21%		
			Hispanic or Latino	
White	311	31%	92	9%
Black	656	66%	8	1%
Asian	8	1%	1	0%
AI/ALK	3	0%	3	0%
Hawaiian/OPI	11	1%	7	1%

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

If yes:

How long has it been closed (# of months) 28 months

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

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

PHA				
	# of families	% of total families	Annual Turnover	
Waiting list total	1599		348	
Extremely low income <=30% AMI	1281	80%		
Very low income (>30% but <=50% AMI)	281	18%		
Low income (>50% but <80% AMI)	35	2%		
Families with children	1295	81%		
Elderly families	94	5.88%		
Families with Disabilities	386	24%		
			Hispanic or Latino	
White	476	30%	242	15%
Black	1016	64%	30	2%
Asian	27	2%	1	0%
AI/ALK	35	2%	14	1%
Hawaiian/OPI	44	3%	18	1%
Characteristics by Bedroom Size (Public Housing Only)				
1BR	165	10%		
2 BR	771	48%		
3 BR	476	30%		
4 BR	156	9.76%		
5 BR	31	1.94%		
5+ BR	0	0		

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

If yes:

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

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

N/A –all PH wait list are open except 1 bedroom and we do not expect it to reopen this fiscal year.

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

<b>Designated Housing</b>				
	# of families	% of total families	Annual Turnover	
Waiting list total	633		288	
Extremely low income <=30% AMI	509	80%		
Very low income (>30% but <=50% AMI)	98	15%		
Low income (>50% but <80% AMI)	22	3%		
Families with children	0	0		
Elderly families	630	100%		
Families with Disabilities	496	78%		
			Hispanic or Latino	
White	415	66%	128	20%
Black	151	24%	17	3%
Asian	36	6%	0	0%
AI/ALK	14	2%	2	0%
Hawaiian/OPI	17	3%	6	1%
Other				
Characteristics by Bedroom Size (Public Housing Only)				
1BR	629	99%	n/a	
2 BR	4	1%	n/a	
3 BR	n/a	n/a	n/a	
4 BR	n/a	n/a	n/a	

5 BR	n/a	n/a	n/a
5+ BR	n/a	n/a	n/a

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

If yes:

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

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

N/A – list remains open

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

## B. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families 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)

**Develop and implement a Limited English Proficiency Plan(LEP) in conjunction with HACLV's Affirmative Marketing Plan to ensure all eligible applicants/participants have equal access to all programs and services**

**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)

**Develop marketing tools such as flyers and brochures to educate eligible applicants of available programs and resources.**

**Participate in community activities that are likely to be attended by persons who are LEP and minorities to promote programs and services.**

**Develop a strong public relations system that shall include radio and television appearances.**

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

**(2) Reasons for Selecting Strategies**

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

- Funding constraints

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

## **2. Statement of Financial Resources**

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

List 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	\$10,530,174	
b) Public Housing Capital Fund	<b>\$3,466,639</b>	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$32,487,249	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
FFY 02 CFP (P50102)	\$3,934,717	Public Housing Capital Fund
FFY 03 CFP (P50103)	\$3,041,695	Public Housing Capital Fund
FFY 03 CFP (P50203)- Bonus 444	\$948,264	Public Housing Capital Fund

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>FFY 04 CFP (P50204)</b>	<b>\$3,537,387</b>	<b>Public Housing Capital Fund</b>
FFY 00 CFP (R50100)	\$1,436,985	Replacement Housing
FFY 01 CFP (R50101)	\$1,469,726	Replacement Housing
FFY 02 CFP (R50102)	\$1,514,929	Replacement Housing
FFY 03 CFP (R50103)	\$1,447,989	Replacement Housing
FFY 04 CFP (R50104)	\$774,854	Replacement Housing
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
<b>3. Public Housing Dwelling Rental Income</b>	\$2,477,438	Operations
<b>4. Other income (list below)</b>		
Interest on general fund investments	\$250,000	Operations
Non-dwelling rental income	\$95,000	Operations
Other Income	0	
Management Fee (internal)	\$1,097,694	Operations
<b>5. Non-federal sources (list below)</b>		
Homeownership Proceeds	<b>\$2,175,765 as of 9/30/04</b>	Homeownership
Disposition Proceeds	\$2,500,000	New Development (Gerson Proceeds)
<b>Total resources</b>	<b>\$70,181,506</b>	Operations, Resident Programs and Capital needs and Replacement Housing

### **3. PHA Policies Governing Eligibility, Selection, and Admissions**

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

#### **A. Public Housing**

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

##### **(1) Eligibility**

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

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

HACLV pulls applicants from its waiting list based on historical data relating to the number of future vacancies and percentage of withdrawn applicants that are pulled to ensure an adequate pool of certified eligible applicants are always available for units as they become vacant and available. When applicants are pulled, all verification of preferences and other eligibility requirements are completed as well as a full application.

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

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe) Check to ensure no bad debt is owed to HACLV, Clark County Housing Authority or North Las Vegas Housing Authority.

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

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

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

## **(2)Waiting List Organization**

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

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

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

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

c. 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? 3  
(Awaiting NOFA to apply and receive vouchers prior to Sartini Annex (which has been approved by HUD) being transferred to Site-Based which will then result in 4 site-based developments.)
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? All open lists for which they qualify.
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
  - PHA main administrative office
  - All PHA development management offices
  - Management offices at developments with site-based waiting lists
  - At the development to which they would like to apply
  - Other (list below)

### **(3) Assignment**

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
  - One
  - Two
  - Three or More
- b.  Yes  No: Is this policy consistent across all waiting list types?
- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

### **(4) Admissions Preferences**

- a. Income targeting:
  - Yes  No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?
- b. Transfer policies:  
In what circumstances will transfers take precedence over new admissions? (list below)

- Emergencies
- Overhoused
- Underhoused
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: (list below)

c. Preferences

1.  Yes  No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)
  
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

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

Other preferences: (select below)

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

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.

### 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)

- 1  Working families and those unable to work because of age or disability
- 2  Veterans and veterans’ families
- 3  Residents who live and/or work in the jurisdiction
- 1  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 ....Disabled Veteran
  - 4 .... Family of a deceased Veteran

#### 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)

**Skipping on the wait list in accordance with HUD regulations.  
We also offer one working and one non-working applicant when such files  
have been certified as eligible and the correct unit size is available.**

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:

<b>Marble Manor</b>	<b>NV 2-02</b>
<b>Ernie Cragin</b>	<b>NV 2-13</b>
<b>Villa Capri</b>	<b>NV 2-15</b>
<b>Sherman Gardens Annex</b>	<b>NV 2-61</b>
<b>Vera Johnson –A</b>	<b>NV 2-22</b>

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: NV 2-26; NV 2-46; NV 2-31.

## **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 and if known prior address and landlord.

### **(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)  
**Project-Based Voucher Program. After one year, participants are eligible to receive a voucher "if" funding is available and they have given proper notice to their manager.**
- b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)
- PHA main administrative office (via telephone when said wait list is opened)
- 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:

In the event the applicant can demonstrate an effort to find housing at the discretion of the PHA and as a reasonable accommodation for disabled applicants. Additionally, **HACLV shall issue vouchers to disabled participants for 90 days for their initial search. The Authority may extend these vouchers an additional 30 days as a reasonable accommodation. This policy change will be effective upon approval of the Section 8 Administrative Plan in May of 2005.**

### **(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)
- Disabled Veteran
  - Family of a deceased Veteran

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
2. 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)

- 3 Working families and those unable to work because of age or disability
- 4 Veterans and veterans' families
- 5 Residents who live and/or work in your jurisdiction
- 2 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...Disabled Veteran

5 ...Family of a deceased Veteran

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

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

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

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

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

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

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

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

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

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

- Through published notices
- Other (list below)
  - Faxing notices to other government agencies and non-profit organizations.

**4. PHA Rent Determination Policies**

[24 CFR Part 903.7(d)]

**A. Public Housing**

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

**(1) Income-Based Rent Policies**

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

a. Use of discretionary policies: (select one)

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

---or---

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

b. Minimum Rent

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

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

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

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

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:

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 re-examinations, 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)
  - At the time the family experiences a change in income source from unearned to earned.

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)

## B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenantbased 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)

## **5. Capital Improvement Needs**

[24 CFR Part 903.7 (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.

### **Capital Fund Program**

A.  Yes  No: Is the PHA eligible to participate in the CFP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA's estimated or actual (if known) Capital Fund Program grant for the upcoming year? **\$3,466,639.26**

C.  Yes  No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete the rest of this component. If no, skip to next component.

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

(Note that separate HUD approval is required for such financing activities.).

E. Capital Fund Program Grant Submissions

(1) Capital Fund Program 5-Year Action Plan

The Capital Fund Program 5-Year Action Plan is provided as Attachment **CFP 5-Year Plan FFY 05-09 (Excel nv002d07)**

(2) Capital Fund Program Annual Statement

The Capital Fund Program Annual Statement is provided as Attachment **CFP-39P00250105 (Excel nv002b07)**

**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:  
NV 209  
NV 210  
NV 211  
NV 213

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:  
Scope is not defined at this time.

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:

► The HACLV has prepared a comprehensive Replacement Housing Plan for CFPRHF funds already drawn down.

## **6. Demolition and Disposition**

[24 CFR Part 903.7 (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:	Ernie Cragin Terrace
1b. Development (project) number:	NV39P002011
2. Activity type:	Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one)	Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	<b>02/11/05</b>
5. Number of units affected:	54

<p>6. Coverage of action (select one)</p> <p><input type="checkbox"/> Part of the development</p> <p><input checked="" type="checkbox"/> Total development</p>
<p>7. Timeline for activity:</p> <p>a. Actual or projected start date of activity: <b>03/01/06</b></p> <p>b. Projected end date of activity: <b>02/01/07</b></p>

## **7. Homeownership Programs Administered by the PHA**

[24 CFR Part 903.7 (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:	Scattered Sites
1b. Development (project) number:	NV39002026
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: <u>(10/01/2001)</u>
5. Number of units affected: 45
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: Scattered Sites 1b. Development (project) number: NV39002030
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: <u>(10/01/2001)</u>
6. Number of units affected: 27
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: Scattered Sites 1b. Development (project) number: NV39002032
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: <u>(10/01/2001)</u>

7. Number of units affected: 30
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: Scattered Sites
1b. Development (project) number: NV39002046
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 type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program
<input checked="" type="checkbox"/> Submitted, pending approval of <b>Amendment # 02</b>
<input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: <b>(01/2005)</b>
8. Number of units affected: 156
6. Coverage of action: (select one)
<input checked="" type="checkbox"/> Part of the development (will not include Sartini Annex)
<input 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 8.)

**"HACLV IS A HIGH PERFORMER UNDER SEMAP?"**

2. Program Description:

a. Size of Program

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

If the answer to the question above was yes, 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:

## **8. Civil Rights Certifications**

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

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

## **9. Additional Information**

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

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

### **B. Criteria for Substantial Deviations and Significant Amendments**

### **C. Other Information**

[24 CFR Part 903.13]

#### **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:

Received letter of support of the update from the Resident Advisory Board.No

Suggested changes were received.

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

- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments  
List changes below:
- Other: (list below) N/A as no comments for changes were received.

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

1.  Yes  No: Does the PHA meet the exemption criteria provided in 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) Notices of interest are sent out to all tenants of public housing and participants of Section 8. There are interviews of interested candidates are conducted first by the Resident Advisory Board. The final list is then submitted to the Mayor of the City of Las Vegas who conducts his/her interviews and makes the appointment. (See Tap 7)

b. Eligible candidates: (select one)

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

c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other (list) The Resident Advisory Board conducts the first interview and

votes. Then the Mayor selects the final candidate.

**C. Statement of Consistency with the Consolidated Plan**

[24 CFR Part 903.15]

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

1. Consolidated Plan jurisdiction: (provide name here)
  
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
  - The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
  - The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
  - The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
  - Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
  
  - Other: (list below)
  
2. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

**10. Project-Based Voucher Program (if applicable)**

If the PHA plans to use the project-based voucher program, provide a statement of the projected number of project-based units and general locations, and how project basing would be consistent with its PHA Plan.

The Agency has 54 units of project-Based Vouchers (Juan Garcia Development) located on 28<sup>th</sup> and Sunrise. This development was consistent with our prior Annual Plan updates and continues to provide additional affordable housing opportunities for low-income families while leveraging funding.

## **Attachments**

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

- A. Physical Needs Assessment Summary – (Pdf -nv002o01)
- B. Homeownership Policy – (Pdf -n002 p0)
- C. FY 2003 Audit – (Pdf- nv002q0)
- D. Procurement Policy – (Pdf -nv002r01)
- E. Preventive Maintenance Plan/ Emergency Maintenance Plan – (Pdf -nv002s0)
- F. Changes to ACOP/ New Lease and Pet Policy – (Pdf -nv002t0)
- G. Changes to S8 Admin Plan – (Pdf -nv002u0)
- H. FSS Action Plan Update / Policy Revisions –(Word- nv002w01)
- I. Resident Advisory Policy and By -Laws; Member list and Resident Commissioner Appointment Procedures (Pdf –nc002x01)
- J. Agency-wide policies relating to VCA (Effective Communication; Affirmatively Fair Marketing; Civil and Disability Rights Policy; Limited English Proficiency Plan; and Reasonable Accommodation Policy. – (Pdf -nv002x01)
- K. Site-Based Audit FY-2004 (Pdf –nv002y01)



**Chapter 4**  
**TENANT SELECTION AND ASSIGNMENT PLAN**  
**(Document 1)**

## **Chapter 4**

### **TENANT SELECTION AND ASSIGNMENT PLAN**

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.204]

#### **INTRODUCTION**

It is the LVHA's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide waiting list unless the applicant has applied for a development subject to a site based waiting list. Applicants will be listed in sequence based upon date and time the application is received, the size and type of unit they require, the site in which they wish to reside for applicable designated projects, and factors of preference or priority. In filling an actual or expected vacancy, the LVHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing deconcentration of poverty and income mixing objectives. The LVHA will offer the unit until it is accepted. This Chapter describes the LVHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

#### **LVHA's Objectives**

LVHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

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

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

By maintaining an accurate waiting list, the LVHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the LVHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

#### **A. MANAGEMENT OF THE WAITING LIST**

The LVHA will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

The application will be a permanent file.

All applicants in the pool will be maintained in order of preference.

Applications equal in preference will be maintained by date and time sequence.

All applicants must meet applicable income eligibility requirements as established by HUD.

### **Opening and Closing the Waiting Lists**

The LVHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

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

When the LVHA opens the waiting list, the LVHA will advertise the location(s), and program(s) for which applications are being accepted in the following newspapers:

- Las Vegas Review Journal/Sun
- El Mundo
- Las Vegas Sentinel
- Latin American Press
- Las Vegas Asian Journal
- Asian-American Times
- Indian Voice
- Nevada Senior World
- The Challenger Rehabilitation, Disability Newspaper

To reach persons with disabilities, the LVHA will provide separate notice to local organizations representing the interests and needs of the disabled. This will include notice to the following organizations:

- Opportunity Village
- Southern Nevada Center for Independent Living
- Nevada Disability Advocacy and Law Center
- Clark County Legal Services
- Help Them Walk Again
- Nevada Association for the Handicapped
- United Cerebral Palsy of Nevada
- Multiple Sclerosis National Society

The notice will contain:

- The dates, times, and the locations where families may apply.
- Any designated housing for which site-based waiting lists are applicable
- The programs for which applications will be taken.
- Limitations, if any, on whom may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the LVHA address and telephone number, and how to submit an application.

### **When Application Taking is Suspended**

The LVHA may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next 12 to 24 months.

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

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

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

When the period for accepting applications is over, the LVHA will add the new applicants to the list by separating the new applicants into groups based on preference and unit size and ranking applicants within each group by date and time of application.

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

### **Reopening the List**

If the waiting list is closed and the LVHA decides to open the waiting list, the LVHA will publicly announce the opening.

Any reopening of the list is done in accordance with the HUD requirements.

### **Limits on Who May Apply**

When the waiting list is open,

Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application.

When the application is submitted to the LVHA, it establishes the family's date and time of application for placement order on the waiting list with preference points determining the final rank.

## **Multiple Families in Same Household**

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

## **B. SITE BASED WAITING LISTS**

The LVHA offers a system of site-based waiting lists for HUD-approved designated projects.

Applicants may choose which site-based waiting list they wish to be placed on, regardless of the application site. Applicants may designate the project or projects in which they seek to reside.

*When there are insufficient applicants on a site-based waiting list, the LVHA will contact eligible applicants from the general applicant waiting list. "Insufficient applicants" on a list will be defined as not enough families to fill vacancies for at least 60 days, based on anticipated turnover at the development.*

**LVHA will monitor its site-based wait list annually by comparing data in January to data in October to determine the level of change, if any, in the overall racial, ethnic and disability-related tenant composition at each LVHA site by analyzing its data.**

Every reasonable action will be taken by the LVHA to assure that applicants can make informed choices regarding the project(s) in which they wish to reside. The LVHA will disclose information to applicants regarding the location of available sites.

## **Monitoring Site-Based Waiting Lists**

The system of site-based waiting lists will be carefully monitored to assure that civil rights and fair housing are affirmatively furthered.

The LVHA's adoption of site-based waiting lists is not in violation of any court order or settlement agreement, and is not inconsistent with any pending complaint brought by HUD.

The LVHA will monitor its system of site-based waiting list ~~at least bi-annually~~ **annually** to assure that racial steering does not occur. If the LVHA's ~~bi-annual~~ **annual** analysis of its site-based waiting list indicates that a pattern of racial steering is or may be occurring, the LVHA will take corrective action.

The LVHA will assess changes in racial, ethnic or disability-related tenant composition at each LVHA site that has occurred during the implementation of the sitebased waiting lists. The LVHA will make this assessment based on MTCS data.

The LVHA has established site-based waiting lists for the following properties:

Sartini Plaza

Harry Levy Gardens

James Down Towers

Sartini Annex – pending receiving Designated Vouchers

**C. WAITING LIST PREFERENCES**

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

The LVHA’s preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in public housing. When such matching is required or permitted by current law, the LVHA will give preference to qualified families.

Families who reach the top of the waiting list will be contacted by the LVHA to verify their preference and, if verified, the LVHA will complete a full application for occupancy. Applicants must complete the application for occupancy and continue through the application processing and may not retain their place on the waiting list if they refuse to complete their processing when contacted by the LVHA.

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

**Local Preferences**

Local preferences will be used to select among applicants on the waiting list. A public hearing with an opportunity for public comment will be held before the LVHA adopts any local reference.

The LVHA uses the following Local Preferences:

**Working Preference.** ~~Families~~ Head or spouse with at least one adult who is employed at least 20 hours per week, or who are active participants in accredited educational and training programs designed to prepare the individual for the job market. This preference is extended equally to elderly families or families whose head or spouse is receiving SSI, SSD, or any other income based on their inability to work. ....**30 points**

**Veteran preference** for veteran as defined by State .....**6 points**

**Residency preferences** for ~~families,~~ head or spouse who live, work, have been hired to work, or are enrolled full time in an accredited school in the jurisdiction.....**5 points**

**Disabled veteran** or family (defined as son, daughter and spouse) of a veteran with a service-connected disability .....**5 points**

**Family of (defined as son, daughter and spouse) a deceased veteran** with a service-connected death.....**4 points**

**Treatment of Single Applicants**

Single applicants will be treated as any other eligible family on the LVHA waiting list.

**Pulling from the Wait List**

**LVHA shall for the purpose of income targeting to meet HUD's requirements that 40% of admissions have income of less than 30% of minimum income, pull one applicant with a working preference from our waiting lists and one without said preference. Elderly and disabled families are given the working preference as required by HUD regulations. If preferences claimed cannot be verified, the applicant is returned to the appropriate placement on our waiting list and a written notice explaining this action is sent to the applicant.**

**D. VERIFICATION OF PREFERENCE QUALIFICATION** [24 CFR 5.415]

The family may be placed on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

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

**Change in Circumstances**

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the LVHA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly claimed preference.

If the family failed to report income changes during final eligibility and the verified failure would have affected their eligibility for a local preference, the family will be returned to the waiting list.

**E. PREFERENCE DENIAL** [24 CFR 5.415]

If the LVHA denies a preference, the LVHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. The applicant will have 10 calendar days to request the meeting in writing. If the preference denial is upheld, as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

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

#### **F. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS**

Elderly families may apply for designated housing, for non-designated housing, or for “first available housing with a waiver.” Elderly applicants who apply for either non-designated or for “first available with waiver” and as a consequence are housed in non-designated housing will be informed that the priority of any subsequent request for transfer to a designated development will be lowered to that of any other applicant family housed with a waiver.

Before applying its preference system, the LVHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, deconcentration or income mixing, income targeting, or units in housing designated for the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

#### **G. INCOME TARGETING**

The LVHA will monitor its admissions to ensure that at least 40 percent of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of the LVHA’s jurisdiction.

Hereafter families whose incomes do not exceed 30% of area median income will be referred to as “extremely low income families.”

The LVHA shall have the discretion, at least annually, to exercise the “fungibility” provision of the QHWRA by admitting less than 40 percent of “extremely low income families” to public housing in a fiscal year, to the extent that the LVHA has provided more than 75 percent of newly available vouchers to “extremely low income families.” This fungibility provision discretion by the LVHA is also reflected in the LVHA’s Administrative Plan.

The fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely low income families by the lowest of the following amounts:

The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or

The number of public housing units that 1) are in public housing projects located in census tracts having a poverty rate of 30% or more, and 2) are made available for

occupancy by and actually occupied in that year by, families other than extremely low income families.

The Fungibility Floor: Regardless of the above two amounts, in a fiscal year, at least 30% of the LVHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the LVHA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

Fungibility shall only be utilized if the LVHA is anticipated to fall short of its 40% goal for new admissions to public housing.

### **Low Income Family Admissions**

Once the LVHA has met the 40% targeted income requirement for new admissions of extremely low-income families, the LVHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

### **H. UNITS DESIGNATED FOR THE ELDERLY**

In accordance with the 1996 Housing Act, all members of the family must be at least 62 years of age will be selected for admission to such units or buildings covered by a HUD approved Allocation Plan, except for the units which are accessible, which may be offered to persons with disabilities.

The LVHA will take the following action when processing families for developments designated for the elderly when there are insufficient elderly families who wish to reside in a development, near-elderly families (head or spouse ages 50-61) will be selected for this type of unit.

### **I. UNITS DESIGNATED FOR THE DISABLED**

LVHA has no HUD-approved disabled-only designated developments.

### **J. MIXED POPULATION UNITS**

A mixed population project is a public housing project, or portion of a project that was reserved for elderly families and disabled families at its inception (and has retained that character).

In accordance with the 1992 Housing Act, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. All other LVHA preferences will be applied.

### **K. GENERAL OCCUPANCY UNITS**

General occupancy units are designed to house all populations of eligible families. In accordance with the LVHA's occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to the LVHA's general occupancy units.

The LVHA will use its local preference system as stated in this chapter for admission of eligible families to its general occupancy units.

## **L. DECONCENTRATION OF POVERTY AND INCOMEMIXING**

The LVHA's admission policy is designed to provide for deconcentration of poverty and income mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects.

Gross annual income is used for income limits at admission and for incomemixing purposes.

Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met.

The LVHA will gather data and analyze, at least annually, the tenant characteristics of its public housing stock, including information regarding tenant incomes, to assist in the LVHA's deconcentration efforts.

The LVHA will use the gathered tenant income information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the project for the purpose of assisting the LVHA in its deconcentration goals.

If the LVHA's annual review of tenant incomes indicates that there has been a significant change in the tenant income characteristics of a particular project, the LVHA will evaluate the changes. The LVHA will determine whether, based on the LVHA methodology of choice, the project needs to be redesignated as a higher or lower income project or whether the LVHA has met the deconcentration goals and the project needs no particular designation.

### **Deconcentration and Income-Mixing Goals**

Admission policies related to the deconcentration efforts of the LVHA do not impose specific quotas. Therefore, the LVHA will not set specific quotas, but will strive to achieve deconcentration and income mixing in its developments.

The LVHA's income-mixing goal is a long-range goal and may not be achieved in the first year of implementation. The LVHA will use its annual analysis of its public housing stock and tenant incomes to provide benchmarks for the LVHA.

### **Benchmark for FY 2003**

The analysis for the beginning of FY 2001 demonstrates the average annual income for all family developments is \$8900. In the upcoming fiscal year, the LVHA will target the following developments for deconcentration and income mixing:

Project 2-02: Marble Manor	Average Income: \$5718
Project 2-13: Ernie Cragin Terrace	Average Income: \$7513
Project 2-15: Villa Capri	Average Income: \$6347
Project 2-22: Vera Johnson-A	Average Income: \$6292
Project 2-25: Marble Manor	Average Income: \$10262
Project 2-26: Scattered Sites	Average Income: \$19505
Project 2-31: Scattered Sites	Average Income: \$14819
Project 2-32: Scattered Sites	Average Income: \$12149
Project 2-46: Scattered Sites	Average Income: \$12028
Project 2-61: Sherman Gardens Annex	Average Income: \$6517

The LVHA's income-mixing goal, in conjunction with the requirement to achieve income targeting, will be achieved via unit offer procedures described in Section P of this chapter.

### **Project Designation Methodology**

#### **Aggregate Average Method**

The LVHA will review the annual resident income of all family sites to develop an average annual income, which will be used as a baseline. Developments with an average annual income above that baseline will be considered higher income developments, and developments with an average annual income below the baseline will be considered lower income developments.

Upon analyzing its findings the LVHA will apply the policies, measures and incentives listed in Section P of this chapter to bring higher income families into lower income developments.

### **LVHA Incentives for Higher Income Families**

Covered in Section P of this Chapter.

#### **M. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST**

The LVHA will not merge the waiting lists for public housing and Section 8. However, if the Section 8 waiting list is open when the applicant is placed on the public housing list, the LVHA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Section 8, the LVHA must offer to place the family on the public housing waiting list.

#### **N. REMOVAL FROM WAITING LIST AND PURGING** [24 CFR 960.204(a)]

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

If an applicant fails to respond within 14 calendar days, s/he will be removed from the waiting list. If a letter is returned by the Post Office, the applicant will be removed without further notice and the envelope and letter will be maintained in the file. Failure to respond will result in removal from all waiting lists.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply within the proscribed period.

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

The LVHA allows a grace period of 7 calendar days after completion of the purge mailing. Applicants who respond during this grace period will not be withdrawn.

Applicants are notified with confirmation of the LVHA's receipt of their application that they are responsible for notifying the LVHA within 3 calendar days, if they have a change of address.

#### **O. OFFER OF ACCESSIBLE UNITS**

The LVHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

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

Before offering a vacant accessible unit to a non-disabled applicant, the LVHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the LVHA's control who has a disability that requires the

special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting 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 LVHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

The Authority will make modifications to the unit in keeping with the Section 504 Transition Plan as the need arises and until the agency determines that an adequate number of units have been rehabilitated in numbers sufficient to evidence compliance with the Plan. After such point in time, the Authority may approve the family's plan to make physical modifications at the family's expense and consistent with the terms of the Authority's Section 504 Plan as it relates to tenant modifications.

See Chapter 9.

#### **P. PLAN FOR UNIT OFFERS**

The LVHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is to offer the family at the top of the waiting list for the appropriate bedroom size and unit type the oldest available unit five days prior to target-ready date.

**Unit offers to promote income targeting are made in accordance with HUD regulations of the oldest eligible certified family to the appropriate bedroom size of the oldest ready and available unit, offering one applicant with verified working preference, which include disabled and elderly then one certified eligible non-working applicant.**

**LVHA will make one offer on an appropriate unit. If the offer is rejected or the applicant fails to execute a lease within the required timeframes, the applicant will be withdrawn from our waiting list. The applicant shall be informed of this in writing.**

#### **LVHA Incentives for Higher Income Families**

The LVHA will offer certain incentives to higher income families willing to move into lower income projects. If a higher income family agrees to move to an LVHA-specified lower income development, the LVHA will agree to approve to transfer the resident family to the next available scattered site home or the development of the family's choice. The move will be approved, according to the Occupancy Guidelines, only if the family has consistently been in lease compliance for two years following admission.

In addition, the LVHA will target homeownership opportunities to higher income families moving into lower income projects.

## **Q. CHANGES PRIOR TO UNIT OFFER**

Changes that occur during the period between determination of final eligibility and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Chapter 13.)

## **R. APPLICANT STATUS AFTER FINAL UNIT OFFER**

When an applicant rejects the final unit offer the LVHA will remove the applicant's name from the waiting list.

Removal from the waiting list means the applicant must reapply.

## **S. TIME-LIMIT FOR ACCEPTANCE OF UNIT**

Applicants must accept a unit offer within three (3) calendar days of the date the offer is made and execute a lease within two (2) additional days of the offer acceptance. Extensions can be approved for good cause.

LVHA staff will attempt to notify applicants by telephone and all offers will be made in writing by first class mail.

### **Applicants Unable to Take Occupancy**

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "*good cause*," the applicant will not be removed from the waiting list. Examples of "*good cause*" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

The family demonstrates to the LVHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed 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. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.

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

The unit is inappropriate for the applicant's disabilities.

An elderly family who makes the decision not to occupy or accept occupancy in designated housing will be withdrawn from the designated housing waiting list, but this action will not affect their standing on any other waiting list. [24 CFR 945.303(d)]

### **Applicants with a Change in Family Size or Status**

Applicants must report changes in income, family composition, and address within **ten *three*** days of the change **prior to eligibility and after final eligibility**. If the family did not report the change within the required time frame, the family will be withdrawn and determined ineligible and offered an opportunity for informal hearing.

Properly reported changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. The LVHA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit or if the family is no longer eligible for the program.

The family will take the appropriate place in the selection pool or waiting list according to the preference points on the date they first applied.

Income changes properly reported after the unit is offered will be processed following leaseup procedures.

### **Income Targeting - Tenant Selection Plan**

**LVHA shall for the purpose of income targeting to meet HUD's requirement that 40 percent of admissions have income of less than 30% of minimum income, pull one applicant with a working preference and one applicant with a nonworking preference from our waiting lists. All elderly families and disabled families are given the working preference as required by HUD regulations. All preferences are verified when applicants are pulled. If the preference claimed cannot be verified as indicated on the preliminary application, the applicant will be placed back on the waitinglist in the appropriate order with a written notice explaining this action.**

### **T. REFUSAL OF OFFER**

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

If the unit offered is refused for other reasons, the LVHA will follow the applicable policy as listed in Section P, Plan for Unit Offers, and Section R, Applicant Status After Final Offer.

**Chapter 4**  
**ESTABLISHING PREFERENCES AND MAINTAINING THE**  
**WAITING LIST**  
**(Document 2)**

## Chapter 4

### ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

#### **INTRODUCTION**

It is the LVHA's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.

This chapter explains the four local preferences which the LVHA has adopted to meet local housing needs, defines the eligibility criteria for the preferences and explains the LVHA's system of applying them.

By maintaining an accurate waiting list, the LVHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

LVHA will maintain separate waiting lists for all project-based programs. The same preferences used for all other waiting lists will be awarded to the applicants on the Project-Based Waiting List.

LVHA, in order to promote voucher utilization and expand housing opportunities will use 20 percent of its tenant-based allocation for project basing. No more than 25 percent of the units in a multifamily development may receive project-based voucher assistance unless the assisted units are made available to the elderly or disabled families or families receiving supportive services.

#### **A. WAITING LIST** [24 CFR 982.204]

The LVHA uses a single waiting list for admission to its Section 8 tenant-based assistance program.

Except for Special Admissions, applicants will be selected from the LVHA waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan.

The LVHA will maintain information that permits proper selection from the waiting list.

The waiting list contains the following information for each applicant listed:

Applicant Name

Family Unit Size (number of bedrooms family qualifies for under PHA subsidy standards)

Date and time of application

Qualification for any local preference

Racial or ethnic designation of the head of household

Disabled Applicant

Applicable income limit

#### **B. SPECIAL ADMISSIONS** [24 CFR 982.203, 982.54(d)(3)]

If HUD awards a LVHA program funding that is targeted for specifically named families, the LVHA will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The LVHA maintains separate records of these admissions.

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

- A family displaced because of demolition or disposition of a public or Indian housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project.
- A family admitted due to a special funding allocation which does not require wait list placement.

Applicants, who are admitted under Special Admissions, rather than from the waiting list, are identified by codes in the automated system.

~~Additionally, a Public Housing Resident, due to an emergency that cannot be abated within 30 days and no other unit in Public Housing is available may be offered a S8 Voucher. Must be approved by the Executive Director.~~

#### **C. LOCAL PREFERENCES** [24 CFR 5.410]

The LVHA uses the following Local Preferences:

- Working Preference.** Families with at least one adult who is employed at least 20 hours per week or who are active participants in accredited educational and training programs designed to prepare the individual for the job market. This preference is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work. **30 points**
- Veteran preference** for veteran as defined by State law **6 points**
- Residency preference** for families who live, work, have been hired to work, or is enrolled full time in an accredited school/college in the jurisdiction. **5 points**
- Disabled veteran** or family of a veteran with a service-connected disability **5 points**
- Family of a deceased veteran** with a service-connected death **4 points**

#### **D. INCOME TARGETING**

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the LVHA will reserve a minimum of seventy-five percent of its Section 8 new admissions for families whose income does not exceed 30 percent of the area median income. HUD refers to these families as “extremely low-income families.” The LVHA will admit families who qualify under the Extremely Low Income limit to meet the income-targeting requirement, regardless of preference. ~~LVHA may skip applicant on its waiting list to ensure it meets its goals of admitting at least 75% of applicants with incomes that do not exceed 30% of median income.~~

The LVHA’s income targeting requirement does not apply to low income families continuously assisted as provided for under the 1937 Housing Act.

The LVHA is also exempted from this requirement where the LVHA is providing assistance to low income or moderate-income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

**E. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION**

[24 CFR 5.415]

At the time of application, an applicant's entitlement to a Local Preference may be made on the following basis:

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

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

**F. TARGETED FUNDING [24 CFR 982.203]**

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by codes in the automated system. The LVHA received funding for the following "Targeted" Programs:

Mainstream for Persons with Disabilities

Family Unification Program

Welfare to Work

Section 8 Designated Housing for Non-Elderly Persons with Disabilities

Fair Share Voucher – Medicaid 1915 (c )

**G. PREFERENCE AND INCOME TARGETING ELIGIBILITY [24 CFR 5.410]**

**Change in Circumstances**

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the LVHA in writing when their circumstances change.

When an applicant claims an additional preference, s/he will be placed on the waiting list in the appropriate order determined by the newly claimed preference.

If the family's verified annual income, at final eligibility determination, does not fall under the Extremely Low Income limit and the family was selected for income targeting purposes before family(ies) with a higher preference, the family will continue to be processed and other families will be selected for targeting, unless the LVHA is close to the targeting threshold at the end of the fiscal year, in which case the family will remain in the applicant pool until funding is available.

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

The LVHA will not merge its waiting lists. However, if the Section 8 waiting list is open when the applicant is placed on the public housing program, section 8 project-based or the moderate rehabilitation program waiting list, the LVHA must offer to place the family on its tenant-based assistance list.

**Other Housing Assistance [24 CFR 982.205(b)]**

Other housing assistance means a federal, State or local housing subsidy, as determined by HUD, including public housing.

The LVHA may not take any of the following actions because an applicant has applied for, received, or refused other housing: [24 CFR 982.205(b)]

Refuse to list the applicant on the LVHA waiting list for tenant-based assistance;

Deny any admission preference for which the applicant is currently qualified;

Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under the LVHA selection policy; or

Remove the applicant from the waiting list.

#### **H. ORDER OF SELECTION** [24 CFR 982.207(e)]

The LVHA's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the administrative plan.

The LVHA will utilize the preferences and points identified in Section C of this chapter. Among applicants with equal preference status, the waiting list will be organized by date and time.

Families will be selected from the applicant pool by verification completion date.

#### **I. FINAL VERIFICATION OF PREFERENCES** [24 CFR 5.415]

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the LVHA will obtain necessary verifications of preference at the interview and by third party verification.

#### **J. PREFERENCE DENIAL** [24 CFR 5.415]

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

#### **K. REMOVAL FROM WAITING LIST AND PURGING** [24 CFR 982.204(c)]

The Waiting List will be purged approximately every 12 months by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for confirmation of continued interest.

If an applicant fails to respond to a mailing from the LVHA, within the indicated timeframe on said notice, the applicant will be withdrawn. An extension of 10 calendar days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability. If the applicant did not respond to the LVHA request for information or updates because of a family member's disability, the LVHA will reinstate the applicant in the family's former position on the waiting list.

If a letter is returned by the Post Office, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Admissions Supervisor determines there were circumstances beyond the person's control. The following exceptions, if determined to exist, will be acceptable to warrant reinstatement: hospitalization or out of town.

**Chapter 8**  
**VOUCHER ISSUANCE AND BRIEFINGS**  
**(Document 3)**

## Chapter 8

### VOUCHER ISSUANCE AND BRIEFINGS

[24 CFR 982.301, 982.302]

#### **INTRODUCTION**

The LVHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the LVHA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, LVHA procedures, and how to lease a unit. The family will also receive a briefing packet, which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

#### **A. ISSUANCE OF VOUCHERS** [24 CFR 982.204(d), 982.54(d) (2)]

When funding is available, the LVHA will issue Vouchers to applicants whose eligibility has been determined. The number of Vouchers issued must ensure that the PHA stays as close as possible to 100 percent leaseup and maximizes LVHA annual budget authority. The LVHA performs a monthly calculation manually to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent the LVHA can over-issue (issue more Vouchers than the budget allows to achieve leaseup.).

The LVHA may over-issue Vouchers only to the extent necessary to meet leasing goals. All Vouchers which are over-issued must be honored. If the LVHA finds it is over-leased, it must adjust future issuance of Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

#### **B. BRIEFING TYPES AND REQUIRED ATTENDANCE** [24 CFR 982.301]

##### **Initial Applicant Briefing**

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in groups and individual meetings. Families who attend group briefings and still have the need for individual assistance will be referred to their assigned Occupancy Specialist.

Briefings may be conducted in English. Briefings will also be conducted in Spanish as requested prior to the briefing date and time and may be one-on-one.

The purpose of the briefing is to explain how the program works and the documents in the Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The LVHA will not issue a Voucher to a family unless the household representative has attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend the **scheduled** briefing, without prior notification and approval of the LVHA, may be denied admission based on failure to supply information needed for certification. The LVHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

##### **Briefing Packet** [24 CFR 982.301(b)]

The documents and information provided in the briefing packet for the Voucher program will comply with all HUD requirements. The LVHA also includes other information and/or materials which are not required by HUD.

The family is provided with the following information and materials

The term of the voucher, and the LVHA policy for requesting extensions or suspensions of the voucher (referred to as "tolling.")

A description of the method used to calculate the housing assistance payment for a family, including how the LVHA determines the payment standard for a family, how the PHA determines total tenant payment for a family and information on the payment standard and utility allowance schedule, how the LVHA determines the maximum allowable rent for an assisted unit.

Where the family may lease a unit. For family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the information must include an explanation of how portability works.

The HUD required tenancy addendum, which must be included in the lease.

The Request for Approval of Assisted Tenancy form, and a description of the procedure for requesting approval for a unit.

A statement of the LVHA policy on providing information about families to prospective owners.

The LVHA Subsidy Standards including when and how exceptions are made and how the voucher size relates to the unit size selected.

The HUD brochure on how to select a unit and/or the HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.

The HUD brochure on lead-based paint

Information on federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form. The LVHA will also include the pamphlet "Fair Housing: It's Your Right"

A list of landlords or other parties willing to lease to assisted families or help in the search and/or known units available for the voucher issued. The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.

If the family includes a person with disabilities, notice that the LVHA will provide a list of available accessible units known to the LVHA.

The Family Obligations under the program.

The grounds on which the LVHA may terminate assistance for a participant family because of family action or failure to act.

PHA informal hearing procedures including when the LVHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

Information packet including an explanation of how portability works, including a list of neighboring housing agencies with the name, address and telephone number of a portability contact person at each for use by families who move under portability.

A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families.

Information regarding the LVHA's outreach program which assists families who are interested in, or experiencing difficulty in obtaining available housing units in areas outside of minority concentrated locations.

A list of properties or property management organizations that own or operate housing units outside areas of poverty or minority concentration.

Procedures for notifying the LVHA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.

Requirements for reporting changes between certifications.

Information on security deposits and legal referral services.

Exercising choice in residency

Choosing a unit carefully and only after due consideration.

The Family Self Sufficiency program and its advantages.

If the family includes a person with disabilities, the LVHA will ensure compliance with CFR 8.6 to ensure effective communication.

**Move Briefing**

A move briefing will be held for participants who will be reissued Voucher to move and have given proper notice (written 30 day notice) of intent to vacate to their landlord and LVHA. This briefing includes incoming and outgoing portable families.

**Owner Briefing**

Briefings are held for owners annually or as needed to market the Section 8 Housing Choice Voucher Program. All new owners and current owners are notified in writing. Prospective owners are also welcome. The purpose of the briefing is to assure successful owner participation in the program. The briefing covers the responsibilities and roles of the three parties.

**C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION**

At the briefing, families are encouraged to search for housing in non-impacted areas and the LVHA will provide assistance to families who wish to do so. Non-impacted area is defined here forth as census tracts within the City of Las Vegas that are poverty-impacted areas identified by the City of Las Vegas as such.

The LVHA has areas of poverty and minority concentration clearly delineated in order to provide families with information and encouragement in seeking housing opportunities outside highly concentrated areas. **LVHA encourages participation by owners of units outside of areas of poverty and minority concentration by continuing its Memorandum of Understanding with CCHA and NLVHA to share jurisdictions. We will also continue to be members of the NV Apartment Association and use media and other educational forums to promote the Housing Choice Program throughout all communities. This outreach includes developing partnerships with agencies that represent the disabled population within our communities.**

The LVHA has maps that show various areas and information about facilities and services in neighboring areas such as schools, transportation, and supportive and social services.

The LVHA will investigate and analyze when Voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration. A report of where families are currently leased vs. where families are moving will be maintained for SEMAP reporting purposes, which address deconcentration efforts of LVHA.

The assistance provided to such families includes:

Providing families with a search record form to gather and record information

- Direct contact with landlords.
- Counseling with the family.
- Providing information about services in various non-impacted areas.
- Meeting with neighborhood groups to promote understanding.
- Formal or informal discussions with landlord groups
- Formal or informal discussions with social service agencies

**D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION**

The PHA will give participants a copy of HUD form 903 to file a complaint.

(See Chapter 1 regarding Fair Housing and Reasonable Accommodation)

**E. SECURITY DEPOSIT REQUIREMENTS** [24 CFR 982.313]

**Leases Effective Prior to October 2, 1995**

The amount of Security Deposit which could have been collected by owners under contracts effective prior to October 2, 1995 is:

Under the premerger Certificate Program, the owner could have collected a Security Deposit in an amount not to exceed Total Tenant Payment or \$50.00, whichever is greater, for nonlease-in-place families.

For the premerger Voucher Program, the owner, at his/her discretion could have collected a Security Deposit in an amount not to exceed the greater of 30% of monthly-adjusted income or Rent to Owner.

**Leases Effective on or after October 2, 1995**

The owner is not required to but may collect a (one) security deposit from the tenant.

The owner may collect a security deposit from the tenant family, which does not exceed one month's contract rent, which is determined to be private market practice. If the owner collects less than one month's rent as security deposit on the owner's other unassisted rental units, the security deposits on the Section 8 assisted units must be established at the same amount.

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

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

The owner must give the tenant a written list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund the full amount of the unused balance to the tenant within 30 calendar days.

If the security deposit is insufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

**F. TERM OF VOUCHER** [24 CFR 982.303, 982.54(d)(11)]

During the briefing session, each household will be issued a Voucher, which represents a contractual agreement between the LVHA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

**Expirations**

The Voucher is valid for a period of at least sixty calendar days from the date of issuance. The family must submit a Request for Approval of the Tenancy and Lease within the sixty-day period unless an extension has been granted by the LVHA.

If the Voucher has expired, and has not been extended by the LVHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

**Suspensions**

When a Request for Approval of Tenancy is received, the LVHA will deduct the number of days required to process the request from the 60-day term of the voucher.

**Extensions**

The LVHA will extend the term up to 120 calendar days from the beginning of the initial term if the family needs and request an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability.

A family may request an extension of the Voucher time period. All requests for extensions must be received prior to the expiration date of the Voucher.

A family may submit a written request for an extension of time to search for suitable housing. The written request must be received before the expiration date on the voucher. The LVHA will evaluate each request and determine the likelihood of the family finding housing with additional time to look. An approved extension will be granted for a 30 calendar day period of time with proof of search effort with at least five units viewed.

Extensions are permissible at the discretion of the LVHA up to a maximum of additional 30 calendar days for:

Extenuating circumstances such as hospitalization or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.

The family was prevented from finding a unit due to disability accessibility requirements or large size, defined as 4 or more bedrooms, requirement. The Search Record is part of the required verification.

**Assistance to Voucher Holders**

Families who require additional assistance during their search may call the LVHA Office to request assistance. Voucher holders will be notified at their briefing session that the LVHA periodically updates the listing of available units and how the updated list may be obtained. **Disabled voucher holders may contact the Section 8 Department if they require additional assistance in locating a unit or an extension of time as a reasonable accommodation.**

The LVHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

**G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS** [24 CFR 982.315]

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which

new family unit should continue to receive the assistance, and there is no determination by a court, the Section 8 Supervisor shall consider the following factors to determine which of the families will continue to be assisted:

Which family unit retains the children or any disabled or elderly members.

Restrictions that were in place at the time the family applied.

Role of domestic violence in the split

Recommendations of social service agencies or qualified professionals such as children's protective services

Which family member was listed on the Voucher when it was initially issued

Which family member was listed as head of household on the original application

Documentation of these factors is the responsibility of the participant families. If either or both of the families do not provide the documentation, the PHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

**H. REMAINING MEMBER OF TENANT FAMILY- RETENTION OF VOUCHER** [24 CFR 982.315]

To be considered the remaining member of the tenant family, the person must have been previously approved by the PHA to be living in the unit. **An adult other than the co-head cannot take over the voucher if the voucher holder decides they no longer want the voucher. The only time the voucher will be reassigned to another adult other than the co-head is in the event of the death of the head of household and the minor children are in the unit and listed on the lease and 50058. The person receiving court awarded subsidy will be assigned the voucher, if they request it.**

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

The court has to have awarded emancipated minor status to the minor, or

The LVHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period. The adult must meet all eligibility requirements of the Section 8 Housing Choice Voucher Program.

The Court has awarded custody of the minors to another adult who must meet all eligibility requirements of the Section 8 Housing Choice Voucher Program.

Only one voucher will be issued in the case where award of children are given to more than one adult. The adult receiving the greater number of children will receive the voucher, if he/she meets all other program requirements. In the case of equal number of children and multiple parents or guardians, neither parent will receive the voucher unless a formal court decision is rendered and provided to LVHA providing guidance for which adult is to receive the voucher.

(See Chapter 6 regarding Caretaker for Children)

A reduction in family size may require a reduction in the voucher family unit size.

# CAPITAL FUND PROGRAM TABLES

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name <b>Housing Authority of the City of Las Vegas</b> 330 North 11th Street, Las Vegas, Nevada. 89101	Replacement Housing Factor Grant No:	Capital Fund Grant Number <b>NV39P00250105</b>	FFY of Grant Approval <b>2005</b>
---	--------------------------------------	---	--------------------------------------

**Original Annual Statement**     Reserve for Disasters/Emergencies     Revised Annual Statement/Revision Number:  
 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	\$693,327.85		\$0.00	\$0.00
3	1408 Management Improvements Soft Costs	\$693,327.85		\$0.00	\$0.00
3a	Management Improvements Hard Costs				
4	1410 Administration	\$346,663.93		\$0.00	\$0.00
5	1411 Audit	\$0.00		\$0.00	\$0.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$175,000.00		\$0.00	\$0.00
8	1440 Site Acquisition				
9	1450 Site Improvement	\$100,000.00		\$0.00	\$0.00
10	1460 Dwelling Structures	\$1,458,319.63		\$0.00	\$0.00
11	1465 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 Relocation Costs			\$0.00	\$0.00
18	1499 Development Activities				
19	1502 Contingency (may not exceed 8% of line 19)				
20	<b>Amount of Annual Grant (Sum of lines 1-20)</b>	<b>\$3,466,639.26</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	Amount of line 11 Related to LBP Activities	\$0.00			
	Amount of line 10 and 11 Related to Section 504 Compliance	\$0.00			
	Amount of line 3 related to security - soft costs	\$0.00			
	Amount of line 10 and 11 Related to Security - hard costs	\$0.00			
	Amount of line 11 Related to Energy Conservation Measures	\$0.00			
	Collateralization Expenses or Debt Service				

Prepared by: Amparo Gamazo, LVHA Mod / Dev Project Mgr. \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: Frederick Haron, LVHA Finance Manager \_\_\_\_\_ Date \_\_\_\_\_

Submitted by: Parviz Ghadiri, LVHA Executive Director \_\_\_\_\_ Date \_\_\_\_\_

Approved by: Stephen Schneller, Director, HUD San Francisco \_\_\_\_\_ Date \_\_\_\_\_

# Capital Fund Program Tables

## Annual Statement/Performance and Evaluation Report

### Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

#### Part II: Supporting Pages

PHA Name Housing Authority of the City of Las Vegas 330 No. 11th Street, Las Vegas, Nevada 89101		Grant Type and Number Capital Fund Program Grant No: NV39P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005 Report date as of : 01/31/05		
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original (A)	Revised (B)	Funds Obligated (C)	Funds Expended (D)	
<b>2. OPERATIONS</b>		<b>1406</b>						
PHA - Wide	Operations			\$693,327.85				
<b>Total for Line # 2</b>				<b>\$693,327.85</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>3. MANAGEMENT IMPROVEMENTS</b>		<b>1408</b>						
PHA Wide	Resident Security			\$693,327.85				
Soft Costs								
<b>Total for Line # 3</b>				<b>\$693,327.85</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>4. ADMINISTRATION</b>		<b>1410</b>						
PHA Wide	Mod/Dev Director	25%		\$18,304.63				
	Project Manager	65%		\$42,531.28				
	Construction Manager	45%		\$27,931.40				
	Financial Analyst	75%		\$41,158.26				
	Administrative Assistant	60%		\$27,690.23				
	Executive Administrative Assistant	75%		\$40,137.67				
	Fringe Benefits			\$85,276.05				
	Total			\$283,029.52				
	Travel/Training			\$3,034.41				
	Sundry			\$41,600.00				
	Office Rent/Xerox			\$19,000.00				
<b>Total for Line #4</b>				<b>\$346,663.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>5. AUDIT</b>		<b>1411</b>						
	Audit			\$0.00				
<b>Total for Line # 5</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>7. FEES &amp; COSTS</b>		<b>1430</b>						
PHA Wide	Architectural / Engineering Services			\$35,000.00				
PHA Wide	Microbial / Environmental			\$100,000.00				
	Construction Inspection Services			\$40,000.00				
<b>Total for Line # 7</b>				<b>\$175,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

## Capital Fund Program Tables

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Las Vegas 330 North 11th Street, Las Vegas, NV 89101		Grant Type and Number Capital Fund Program Grant No: NV39P00250105 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005 Report date as of : 01/31/05		
Development	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
Number/Name HA-Wide Activities				Original (A)	Revised (B)	Funds Obligated (C)	Funds Expended (D)	
	<b>9. SITE IMPROVEMENTS</b>	<b>1450</b>						
NV39002005	Archie Grant Park			\$100,000.00				
	<b>Total for Line # 9</b>			<b>\$100,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
	<b>10. DWELLING STRUCTURES</b>	<b>1460</b>						
PHA Wide	504 Improvements			\$10,000.00				
PHA Wide	Microbial Remediation			\$100,000.00				
NV39002005	Archie Grant/Interior Improvements/Upgrades/HVAC/ Paint/ fixtures/ windows/doors			\$1,248,319.63				
NV39002012	James Down-Heating Boiler Replacement			\$100,000.00				
	<b>Total For Line # 10</b>			<b>\$1,458,319.63</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
	<b>17. RELOCATION</b>	<b>1495</b>						
PHA Wide	Relocation			\$0.00				
	<b>Total for Line # 17</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part 3: Implementation Schedule**

PHA Name <b>Housing Authority of the City of Las Vegas</b>	Replacement Housing Factor Grant No:	Capital Fund # <b>NV39P00250105</b>	<b>Federal FY of Grant: 2005</b> Report date as of : <b>01/31/05</b>
---	---	--	---

Development Number / Name	Funds Obligated End of Quarter			Funds Expended End of Quarter			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Operations	9/7/2007			9/7/2009			
Management Improvements	9/7/2007			9/7/2009			
Administration	9/7/2007			9/7/2009			
Fees & Costs	9/7/2007			9/7/2009			
Site Improvement	9/7/2007			9/7/2009			
Dwelling Structures	9/7/2007			9/7/2009			

**PHA/IHA Board Resolution**  
Approving Operating Budget or Calculation of  
Performance Funding System Operating Subsidy

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

OMB Approval No. 2577-002t  
(Exp 6/30/2001)

Public Reporting Burden for this collection of information is estimated to average 15 minutes 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 of information unless that collection displays a valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income housing program and provides a summary of proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the PHA and the amounts are reasonable and that the PHA is in complete compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

Acting on behalf of the Board of Commissioners of the below-named Public Housing Agency (PHA)/Indian Housing Authority (IHA), as its chairman, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the board's approval of (check one or more as applicable):

(date)

- Operating Budget Submitted on: \_\_\_\_\_
- Operating Budget Revision Submitted on: 5/7/2004
- Calculation of Performance Funding System Submitted on: \_\_\_\_\_
- Revised Calculation of Performance Funding System Submitted on: \_\_\_\_\_

Acting on behalf of the: (PHA/IHA Name) Housing Authority of the City of Las Vegas that:

All regulatory and statutory requirements have been met;

The PHA has sufficient operating reserves to meet the working capital needs of its developments;

Proposed budget expenditures are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;

The budget indicates a source of funds adequate to cover all proposed expenditures;

The calculation of eligibility for Federal funding is in accordance with the provisions of the regulations;

All proposed rental charges and expenditures will be consistent with the provisions of law;

The PHA/IHA will comply with the wage rate requirements under 24 CFR 968.110(e) and (f) or 24 CFR 905.120(c) and (d);

The PHA/IHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i) or 24 CFR 905.120(g);

The PHA/IHA will comply with the requirements for the reexamination of family income and composition under 24 CFR 960.209, 990.115 and 905.315; and

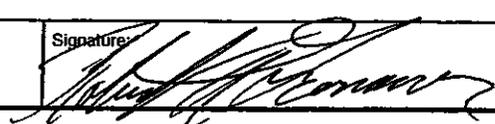
I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, is true and accurate.

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)

Chairman's Name (type)

Robert Gronauer

Signature



Date:

7 May 04

Previous edition is obsolete

Form HUD-52574 (10/95)  
ref. Handbook 7575.1

**Certification for Drug-Free Workplace**

**U.S. Department of Housing and Urban Development**

Applicant Name

**City of Las Vegas**

Program/Activity Receiving Federal Grant Funding:

**Operating Subsidy**

I, on behalf of the 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 to provide a drug-free workplace by:

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.

Establishing a 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.

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.;

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 Federal agency 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.

**Sites for Work Performance.** The Applicant shall list (on separate pages) the sites (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.)

NV002

Check Here  if there are workplaces on file that are not identified on 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)

Authorized Official <b>Amir Ghadiri</b>	Title Executive Director
Signature & Date: <i>Amir Ghadiri</i>	Date 5/7/2004



# APPLICATIONS FOR FEDERAL ASSISTANCE

<b>1. Type of Submission</b> <table style="width:100%;"> <tr> <td style="width:50%;"><b>Application</b></td> <td style="width:50%;"><b>Preapplication</b></td> </tr> <tr> <td><input type="checkbox"/> Construction</td> <td><input type="checkbox"/> Construction</td> </tr> <tr> <td><input checked="" type="checkbox"/> Non-Construction</td> <td><input type="checkbox"/> Non-Construction</td> </tr> </table>	<b>Application</b>	<b>Preapplication</b>	<input type="checkbox"/> Construction	<input type="checkbox"/> Construction	<input checked="" type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction	<b>2. Date Submitted (mm/dd/yyyy)</b>  <b>3. Date Received by State (mm/dd/yyyy)</b>  <b>4. Date Received by Federal Agency (mm/dd/yyyy)</b> 	<b>Applicant Identifier</b>  <b>State Applicant Identifier</b>  <b>Federal Identifier</b>
<b>Application</b>	<b>Preapplication</b>							
<input type="checkbox"/> Construction	<input type="checkbox"/> Construction							
<input checked="" type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction							

**5. APPLICANT INFORMATION**

<b>Legal Name</b> Housing Authority of the City of Las Vegas  <b>Address (give city, country, state, and zip code):</b> 420 North 10th Street Las Vegas, NV 89125	<b>Organizational Unit:</b> Housing Authority  <b>Name and telephone number of the person to be contacted on matters involving this application (give area code)</b>  <b>Executive Director</b>
--	--

**6. EMPLOYER IDENTIFICATION NUMBER (EIN):**

8	8	2	0	0	0	6	5	9
---	---	---	---	---	---	---	---	---

**8. TYPE OF APPLICATION:**

New   
  Continuation   
  Revision

If Revision, enter appropriate letter(s) in box(es)       

A. Increase Award    B. Decrease Award    C. Increase Duration

D. Decrease Duration Other (specify):

**7. TYPE OF APPLICANT:**     O

(enter appropriate letter in box)

A. State	I. State Controlled Institution of Higher Learning
B. County	J. Private University
C. Municipal	K. Indian tribe
D. Township	L. Individual
E. Interstate	M. Profit Organization
F. Intermunicipal	N. Nonprofit
G. Special District	O. Public Housing Agency
H. Independent School Dist.	P. Other (Specify)

**CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: (xx-yyy)**

1	4	8	5	0
---	---	---	---	---

**TITLE:** Low Rent Public Housing

**9. NAME OF FEDERAL AGENCY:**

HUD

**12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):**

City of Las Vegas

**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:**

Low Income Public Housing

<b>13. PROPOSED PROJECT:</b>		<b>14. CONGRESIONAL DISTRICTS OF:</b>	
State Date (mm/dd/yyyy)	Ending Date (mm/dd/yyyy)	a. Applicant	b. Project
10/01/2004	09/30/2005		

**15. ESTIMATED FUNDING:**

a. Federal	\$10,944,797.60
b. Applicant	
c. State	
d. Local	
e. Other	
f. Program Income	
<b>g. Total</b>	<b>\$10,944,797.60</b>

**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE (mm/dd/yyyy)

b. NO     PROGRAM IS NOT COVERED BY E.O. 12372

OR     PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**

Yes    If "Yes" Attach explanation.     No

THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative Parviz Ghadiri	b. Title Executive Director	c. Telephone number (include Area Code) (702) 922-6850
d. Signature of Authorized Representative 		e. Date of Signed (mm/dd/yyyy) 05/07/2004

**Part G. Status of Units Undergoing Modernization as of Report Date** If changes occur after the Report Date but prior to submission of this form, the most current status will be shown.

26. Protected Units		Occupied Units	Vacant Units
a. Number of units that are under modernization construction (contract awarded or force account work started)		54	33
b. Number of units not under construction contract but included in a HUD-approved modernization budget where the time period for placing the units under construction two FFY's after FFY of approval) has expired.			
27. Unprotected Units: Number of units included in a HUD-approved modernization budget where the time period for placing the units under construction two FFY of approval) has expired.			

Part D. Units Estimated to be Available for Occupancy During RBY		(a) No. of Units	(b) Avg. No. of Mos. in RBY	(c) No. of Unit Mos (a x b)
28. Units Available as of Report Date Enter line 5		2,072	12	24,864
29. Additional Units Occupied during RBY because of Development/Acquisition of PFS-Eligible projects				
30. Units Unavailable During RBY because of Demolition/Disposition/Conversion Actions Approved by HUD				
31. Total (Add lines 28 and 29; subtract line 30)		2,072		24,864

Part E. Units Estimated to be Occupied During RBY		(a) No. of Units	(b) Avg. No. of Mos. in RBY	(c) No. of Unit Mos (a x b)
32. Units Occupied as of Report Date Enter line 31		1,920	12	23,040
33. Additional Units Occupied during RBY because of Development/Acquisition of PFS-Eligible Projects				
34. Reoccupancy during RBY of Units Vacated for Circumstances Beyond the HA's Control				
35. Reoccupancy during RBY of Vacant Units in a Funded Modernization Program		33	12	396
36. Occupied Units in Funded Modernization Program Being Vacated during RBY		54	7	378
37. Occupied Units Being Vacated during RBY because of Demolition/Disposition/Conversion Actions Approved by HUD. If there are occupied units that become vacant after the Report Date but before the start of the RBY because of circumstances and actions beyond the HA's control, place that number here ( ) and include in total shown on 37. Attach separate sheet with same information requested in Part C.				
38. Total (Add lines 32-35; subtract lines 36 and 37)		1,899		23,058

Part F. Occupancy Percentage During RBY		
39. Total Unit Months of Occupancy (Enter line 38c)		23,058
40. Unit Months Available for Occupancy (Enter line 31c)		24,864
41. Occupancy Percentage for RBY (Divide line 39 by line 40; multiply by 100 and round to nearest whole)		93%
42. Average Number of Vacant Units During RBY (Subtract line 39 from line 40; divide result by 12 and round to nearest whole)		

**43. If the result on line 41 is 97% or higher or if the result on line 42 is five or less, then check the appropriate box below. You have completed the form and do not need to proceed further.**

a. High Occupancy HA: Occupancy Percentage is 97% or higher for the RBY > Use 97% as the Projected Occupancy Percentage on line 17 of form HUD-52723

b. High Occupancy HA with five or fewer vacant units > Use line 41 for the Projected Occupancy Percentage on line 17 of form HUD-52723

Part G. Vacancy Percentage for RBY Adjusted for Modernization		
44. Total Unit Months of Vacancy in RBY (Enter line 40 less line 39)		1,806
45. Total Unit Months for Vacant Units in Funded Mod. and Under Construction or Funded for Construction (Sum the vacant units of lines 26 and 27a; multiply by 12)		396
46. If any of the vacant units on lines 26 or 27a will be reoccupied during the RBY, enter the number times the average number of months during the RBY these units will be reoccupied.		396
47. If any of the occupied units on lines 26 or 27a will be vacated during the RBY for mod.construction, enter that number times the average number of months during the RBY these units will be vacated.		378
48. Total Unit Months for Vacant Units in Funded Mod. And Under Construction or Funded For Construction in RBY (Add line 45; less line 46; plus line 47)		378
49. Total Unit Months of Vacancy in RBY Adjusted for Modernization (Enter line 44 less line 48)		1,428
50. Vacancy Percentage for RBY Adjusted for Modernization (Divide line 49 by line 40; multiply by 100; and round to nearest whole.)		6%
51. Average Number of Vacant Units in RBY Adjusted for Modernization (Divide line 49 by 12; round to nearest whole)		119

**52. If the result on line 50 is 3% or lower or if the result on line 51 is five or less, then check the appropriate box below. You have completed the form and do not need to proceed further.**

a. High Occupancy HA: Vacancy Percentage or less for the RBY after Modernization Adjustment > Use line 41 as the Projected Occupancy Percentage on line 17 of form HUD-52723

b. High Occupancy HA: five or fewer vacant units after Modernization Adjustment > Use line 41 for the Projected Occupancy Percentage on line 17 of form HUD-52723

**HA Calculation of  
Occupancy Percentage  
for a Requested Budget Year (RBY)**

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

OMB Approval No. 2577-0066 (Exp. 9/30/2002)

PHA/IHA-Owned Rental Housing Performance  
Rating System (PFS)

1a. Name and Address of PHA/IHA (Include Street Address, City, State, Zip Code):  Housing Authority of the City of Las Vegas 420 North 10th Street Las Vegas, NV 89125		2a. Contact: (Person who can best answer questions about submission) Parviz Ghadiri	
		2b. Contact's Phone No: (Include area code)  [REDACTED]	
3. RBY Beginning Date: (mo/day/yr) 10/1/2004	4. Type of Submission <input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision No.	5. PAS/LOCCS Project No:  NV00200105S	6. Report Date: (check one box) <input checked="" type="checkbox"/> Actual Day <input type="checkbox"/> Average for Actual Month
			7. Data Source <input type="checkbox"/> form HUD-51234 <input checked="" type="checkbox"/> Rent Roll Records

**Part A. Actual Occupancy Data as of Report Date**

8. Units Occupied	1,920
9. Units Available	2072
10. Actual Occupancy Percentage (Divide line 8 by line 9; multiply by 100 and round to nearest whole)	93%

11. If the HA-wide occupancy percentage shown on line 10 is 97% or greater *and* the HA believes that an average occupancy rate of at least 97% is sustainable for the RBY, then check the box below. You have completed the form and do not need to proceed further.

High Occupancy HA: Occupancy Percentage is 97% or higher and is sustainable for the RBY

Use 97% as the Projected Occupancy Percentage on line 17 of form HUD-52723

12. Units vacant as of Report Date ( subtract line 8 from line 9 and enter result)

152

13. If the result on line 12 is five or fewer vacant units and the HA believes that during the RBY: 1) the inventory (line 9) will not change and, 2) the number of vacant units on line 12 will be vacant for the full RBY, then check the box below. You have complete the form and do not need to proceed further.

High Occupancy HA with five or fewer vacant units

Use line 10 for the Projected Occupancy Percentage on line 17 of form HUD-52723

**B. Distribution of Actual Vacancies By Major Cause** Given below are circumstances and actions recognized by HUD as possible causes of vacancies that are beyond the control of the HA to correct. If appropriate, please distribute the number of vacant units reported on line 12 among these causes. Attach sheet identified with HA name and address, the RBY beginning date, and ACC number. Use the sheet to describe, for each circumstance; when the circumstance occurred; the location of the units involved; why the circumstances is preventing the HA from occupying, selling, demolishing, rehabilitating, reconstructing, consolidating or modernizing the vacant units; and the likelihood that these circumstances will be mitigated or eliminated in the RBY.

14. Units vacant because of litigation (e.g., units that are being held vacant as part of court-ordered or HUD-approved desegregation plan)	
15. Units vacant because of Federal, Tribal, or State laws of general applicability. (Note: do not include units vacant only because they do not meet minimum construction or habitability standards.)	
16. Units vacant due to changing market conditions	
17. Units vacant because of natural disaster	50
18. Units vacant because of insufficient funding for otherwise approvable CIAP application	
19. RMC-managed units vacant because of failure of HA to fund approvable request for Federal modernization funding (This line for use only by RMCs)	
20. Units vacant because of casualty loss and need to settle insurance claims	
21. Total Units Vacant Due To Circumstances Beyond The HA's Control (Enter sum of lines 14 - 20)	50
22. Units vacant after adjusting for circumstances beyond the HA's control (Subtract line 21 from the line 12)	102

23. If the result on line 22 is five or fewer vacant units and the HA believes that during the RBY: 1) the inventory (line 9) will not change and, 2) the number of vacant units on both lines 21 and 22 will be vacant for the full RBY, then check the box below. You have completed the form and do not need to proceed further.

High Occupancy HA with five or fewer vacant units after adjustment for vacancies beyond its control

Use line 10 for the Projected Occupancy Percentage on line 17 of form HUD-52723

24. Vacancy Percentage after adjusting for beyond control circumstances (Divide line 22 by line 9, multiply by 100, and round to nearest whole)

5%

25. If the result on line 24 is 3% or less and the HA believes that during the RBY: 1) the inventory (line 9) will not change; and, 2) the number of vacant units on lines 21 and 22 will be vacant for the full RBY, then check the box below. You have completed the form and do not need to proceed further.

High Occupancy HA: 3% or less vacancy rate after adjustment for vacancies beyond control

Use line 10 for the Projected Occupancy Percentage on line 17 of form HUD-5273

**Certification of Payments  
to Influence Federal Transactions**

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

Applicant Name  
**Housing Authority of the City of Las Vegas**

Program/Activity Receiving Federal Grant Funding:  
**Operating Subsidy**

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, and 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 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 <b>Diri</b>	Title <b>Executive Director</b>
Signature & Date <i>Diri</i>	Date (mm/dd/yy) <b>05/07/2004</b>

Previous edition is obsolete

**Operating Fund  
Calculation of Operating Subsidy**

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2577-0029 (exp. 8/31/ 2001)

PHA-Owned Rental Housing

Office of Public and Indian Housing

**Section 1**

Name and Address of Public Housing Agency

**Housing Authority of the City of Las Vegas**  
420 North 10th Street  
Las Vegas, NV 89125

b) Budget Submission to HUD required  
 Yes  No

c) Type of Submission  
 Original  
 Revision No.

d) No. of HA Units <b>2072</b>	e) Unit Months Available (UMAs) <b>24,864</b>	f) Subject FYE <b>09/30/05</b>	g) ACC Number <b>SF - 203</b>	h) Operating Fund Project Number <b>NV00200105S</b>	i) (Reserved - see instructions)
-----------------------------------	--	-----------------------------------	----------------------------------	--	----------------------------------

**Section 2**

Line No.	Description	Requested by PHA (PUM)	HUD Modifications (PUM)
<b>Part A. Allowable Expenses and Additions</b>			
01	Previous allowable expense level (Part A, Line 08 of form HUD-52723 for previous year)	<b>459.88</b>	
02	Part A, Line 01 multiplied by .005	<b>2.30</b>	
03	Delta from form HUD-52720-B, if applicable (see instructions)		
04	"Requested" year units from latest form HUD-52720-B (see instructions)		
05	Add-ons to allowable expense level from previous fiscal year (see instructions)		
06	Total of Part A, lines 01, 02, 03 and 05	<b>462.18</b>	
07	Inflation factor	<b>1.0170</b>	
08	Revised allowable expense level (AEL) (Part A, line 06 times line 07)	<b>470.04</b>	
09	Transition Funding		
10	Increase to AEL		
11	Allowable utilities expense level from form HUD-52722-A	<b>61.64</b>	
12	Actual PUM cost of Independent Audit (IA) (Through FYE 9-30-03 \$38,590)	<b>1.55</b>	
13	Costs attributable to deprogrammed units		
	<b>Total Allowable Expenses and Additions (Sum of Part A, Lines 08 thru 13)</b>	<b>533.23</b>	

**Part B. Dwelling Rental Income**

01	Total rent roll (as of 04/01/04)	\$ <b>201,483</b>	
02	Number of occupied units as of rent roll date	<b>1,920</b>	
03	Average monthly dwelling rental charge per unit for current budget year (Part B, Line 01 / Line 02)	<b>104.94</b>	
04	Average monthly dwelling rental charge per unit for prior budget year	<b>102.97</b>	
05	Average monthly dwelling rental charge per unit for budget year 2 years ago	<b>98.24</b>	
06	Three-year average monthly dwelling rental charge per unit ((Part B, Line 03 + line 04 + Line 05) / 3)	<b>102.05</b>	
07	50/50 Income split ((Part B, Line 03 + Line 06) / 2)	<b>103.49</b>	
08	Average monthly dwelling rental charge per unit (lesser of Part B, Line 03 or Line 07)	<b>103.49</b>	
09	Rental Income adjustment factor	<b>1.03</b>	
10	Projected average monthly dwelling rental charge per unit (Part B, Line 08 times Line 09)	<b>106.60</b>	
11	Projected occupancy percentage from form HUD-52728	<b>93%</b>	
12	Projected average monthly dwelling rental income per unit (Part B, Line 10 times Line 11)	<b>99.14</b>	

**Part C. Non-dwelling Income**

01	Other income		
02	Total operating receipts (Part B, Line 12 plus Part C, Line 01)	<b>99.14</b>	
03	PUM deficit or (Income) (Part A, Line 14 minus Part C, Line 02)	<b>434.09</b>	
04	Deficit or (Income) before add-ons (Part C, Line 03 times Section 1, e)	<b>10,793,214</b>	

Requested by PHA (Whole dollars) HUD Modifications (Whole dollars)

Line No.	Description	Requested by PHA (Whole Dollars)	HUD Modifications (Whole Dollars)
<b>Part D. Add-ons for changes in Federal law or regulation and other eligibility</b>			
01	Medicare	62,779	
02	Unemployment compensation	30,934	
03	Family Self Sufficiency Program		
04	Energy Add-On for loan amortization		
05	Unit reconfiguration		
06	Non-dwelling units approved for subsidy		
07	Long-term vacant units		
08	Phase Down for Demolitions	9,871	
09	Units Eligible for resident Participation:		
	Occupied Units (Part B, Line 02)	1,920	
10	Employee Units		
11	Police Units		
12	Total Units Eligible for Resident participation (Sum of Part D, Lines 09 thru 11)	1,920	
13	Funding for resident participation (Part D, Line 12 x \$25)	48,000	
14	Other approved funding, not listed (Specify in Section 3)		
15	<b>Total add-ons</b> (sum of Part D, Lines 01, 02, 03, 04, 05, 06, 07, 08, 13 and 14)	151,584	
<b>Part E. Calculation of Operating Subsidy Eligibility Before Adjustments</b>			
01	Deficit or (Income) before adjustments (Total of Part C, Line 04 and Part D, Line 15)	10,944,798	
02	Actual cost of Independent Audit (IA)	38,590	
03	Operating subsidy eligibility before adjustments (greater of Part E, Line 01 or Line 02) (If less than zero, enter zero (0))	10,944,798	
<b>Part F. Calculation of Operating Subsidy Approvable for Subject Fiscal Year (Note: Do not revise after the end of the subject FY)</b>			
01	Utility Adjustment for Prior years (Identify individual FYs and amounts under Section 3)		
	Additional subject fiscal year operating subsidy eligibility (specify)		
	Unfunded eligibility in prior fiscal years to be obligated in subject fiscal year		
04	HUD discretionary adjustments		
05	Other (specify)		
06	Other (specify)		
07	Unfunded portion due to proration	0	
08	Net adjustments to operating subsidy (total of Part F, Lines 01 thru 07)		
09	Operating subsidy approvable for subject fiscal year (total of Part E, Line 03 and Part F, Line 08)	10,944,798	
<b>HUD Use Only (Note: Do not revise after the end of the subject FY)</b>			
10	Amount of operating subsidy approvable for subject fiscal year not funded		
11	Amount of funds obligated in excess of operating subsidy approvable for subject fiscal year		
12	Funds obligated in subject fiscal year (sum of part F, Lines 09 thru 11) (Must be the same as line 690 of the Operating Budget, form HUD 52564, for the subject fiscal year) Appropriation symbol(s):		
<b>Part G. Memorandum of Amounts Due HUD, Including Amounts on Repayment Schedules</b>			
01	Total amount due in previous fiscal year (Part G, Line 04 of form HUD-52723 for previous fiscal year)		
02	Total amount to be collected in subject fiscal year (Identify individual amounts under Section 3)		
03	Total additional amount due HUD (include any amount entered on Part F, Line 11) (Identify individual amounts under Section 3)		
04	Total amount due HUD to be collected in future fiscal year(s) (Total of Part G, Lines 01 thru 03) (Identify individual amounts under Section 3)		

**Part H. Vacancy Percentage for RBY Adjusted for Both Modernization and Beyond Control Circumstances**

53. Total Unit Months of Vacancy in RBY (Enter line 44)	1,806
54. Total Unit Months of Vacancy in RBY Due to Modernization (Enter line 48)	378
55. Total Unit Months of Vacancy in RBY Due to Beyond Control Vacancies (Enter line 21 times 12; less any made on line 34c)	600
56. Total Unit Months of Vacancy After Above Adjustments (Enter line 53 less lines 54 and 55)	828
57. Vacancy Percentage for RBY After Above Adjustments (Divide line 56 by line 40; multiply by 100; and round to nearest whole.)	3%
58. Average Number of Vacant Units in RBY After Above Adjustments (Divide line 56 by 12; round to nearest whole.)	69

**Stop** 59. If the result on line 57 is 3% or lower or if the result on line 58 is five or less, then check the appropriate box below. You have completed the form and do not need to proceed further.

**Note**

a. High Occupancy HA; Vacancy Percentage is 3% or less for the RBY after Modernization Adjustment	Use line 41 as the Projected Occupancy Percentage on line 17 of form HUD-52723
b. High Occupancy HA; five or fewer vacant units after Modernization Adjustment	Use line 41 for the Projected Occupancy Percentage on line 17 of form HUD-52723

**Part I. Adjustment for Long Term Vacancies** If the HA estimates that it will have a vacancy percentage of more than 3% for its RBY and more than five vacant units after adjusting for vacant units undergoing modernization and vacancies beyond its control, the HA will exclude all of its long-term vacancies (if any) from its count of units available for occupancy and use this section to determine its projected occupancy percentage.

60. Total Long-term Vacancies (Subtract vacant units shown on lines 21, 26, and 27a from line 12. Analyze remaining vacancies and identify those units that have been vacant for more than 12 months as of the Report Date.)	
61. Unit Months of Vacancy Associated With Long-Term Vacancies (Multiply line 60 by 12)	
62. Total Unit Months Available for Occupancy in RBY Adjusted for Long-Term Vacancies (Subtract line 61 from line 31 (c) Use this UMA number in all other PFS calculations.)	
63. Occupancy Percentage for RBY Adjusted for Long-Term Vacancies (Divide line 38(c) by line 52; multiply by 100 and round to nearest whole)	%
64. Average Number of Vacant Units in RBY after All Adjustments (Subtract line 60 from line 58)	
65. Total Unit Months of Vacancy in RBY after All Adjustments (Subtract line 61 from line 56)	
66. Vacancy Percentage for RBY Adjusted for Long-Term Vacancies (Divide line 65 by line 62; multiply by 100 and round to nearest whole)	%

**Stop** 67. If the result on line 53 is 97% or higher or if the result on line 64 is five or less or if the result on line 66 is 3% or less, then check the appropriate box below. You have completed the form and do not need to proceed further.

<input type="checkbox"/> a. High Occupancy HA: Occupancy Percentage is 97% or higher for the RBY after Long-Term Vacancies Adjustment	Use 97% as the Projected Occupancy Percentage on line 17 of form HUD-52723. Use the UMA result on line 62 in calculating PFS eligibility.
<input type="checkbox"/> b. High Occupancy HA: Five or fewer vacant units after Adjustment for Long-Term Vacancies	Use line 63 as the Projected Occupancy Percentage on line 17 of form HUD-52723. Use the UMA result on line 62 in calculating PFS eligibility.
<input type="checkbox"/> c. High Occupancy HA: Vacancy Percentage is 3% or lower for the RBY after Long Term Vacancies Adjustment	Use line 63 as the Projected Occupancy Percentage on line 17 of form HUD-52723. Use the UMA result on line 62 in calculating PFS eligibility.

**Part J. Projected Occupancy Percentage for Low Occupancy HAs** If the HA cannot determine and accept a Projected Occupancy percentage for the RBY using the above approach, it will use this section. The HA will use the lower of either 97% or that percentage based on having five units vacant for the RBY. Either percentage can be adjusted for vacant units undergoing modernization construction and vacancies beyond its control. Small HAs of 140 units or less will generally want to use a percentage based on five vacant units.

68. Enter 97% if HA has more than 140 units. If 140 or fewer units, determine occupancy percentage based on 5 vacant units, for RBY. (Take 60 unit months and divide by line 62; multiply by 100 and round to nearest whole. Subtract result from 100%)	%
69. Percentage Adjustment for Modernization and Beyond Control Vacancies (Add lines 48 plus 55; divide that sum by line 62; multiply by 100 and round to nearest whole)	%
70. Projected Occupancy Percentage for Low Occupancy HA (Take the percentage on line 58 and subtract the percentage shown on line 69. Use the result as the Projected Occupancy Percentage on line 17 of form HUD-52723. Use the UMA result on line 62 in calculating PFS eligibility)	%

a) Public Housing Agency		b) Operating Fund Project Numbers			c) New Project Numbers			d) Fiscal Year Ending		f) Type of Submission		g) Energy Performance Contract		h) Utility Rate Incentive	
Housing Authority of the City of Las Vegas		NV00200105S						9/30/2005		<input checked="" type="checkbox"/> Original		<input type="checkbox"/> Revision No. ( )			
Line No.	Description	Unit Months Available	Sewerage and Water Consumption	Electricity Consumption	Gas Consumption	Fuel	Sewer	Water Sprinklers	ACC Number	Fuel (Specify type e.g. oil, coal, wood)	Energy Performance Contract	Utility Rate Incentive			
01	UMA and actual consumption for old projects for 12 month period which ended 12 months before the Requested Budget Year. FY03	24,924	247,768	5,865,209	95,603				SF - 203						
02	UMA and actual consumption for old projects for 12 month period which ended 24 months before the Requested Budget Year. FY02	24,924	329,560	5,549,139	104,185										
03	UMA and actual consumption for old projects for 12 month period which ended 36 months before the Requested Budget Year. FY01	24,924	362,243	5,677,719	111,164										
04	Accumulated UMA and actual consumption of old projects (sum of lines 01, 02, 03).	74,772	939,571	17,092,067	310,952										
05	Estimated Unit Months available for old projects for Requested Budget Year.	24,924													
06	Ratio of Unit months available for old projects (line 04 divided by line 05 of column 3).	3													
07	Estimated UMA and consumption for old projects for Requested Budget Year (Each figure on line 04 divided by line 06).	24,924	313,190	5,697,356	103,651					290,000					
08	Estimated UMA and consumption for new projects.														
09	Total estimated UMA and consumption for old and new projects for Requested Budget Year (line 07 + line 08).	24,924	313,190	5,697,356	103,651					290,000					
10	Estimated cost of consumption on line 09 for Requested Budget Year (see instructions).	Costs	619,200	558,170	68,830										
11	Total estimated cost for Requested Budget Year (sum of all columns of line 10).	1,536,200													
12	Est. PLUM cost of consumption for Requested Budget Year (Allowable Utilities Expense Level) (Line 11 divided by line 09, col. 3)	61.64													
13	Rate		1.97706	0.09797	0.66405					1.0000					
14	Unit of Consumption		Cu ft	KWH	Therms										

**Las Vegas Housing Authority**  
**Phase-down of Subsidy for Units Approved for Disposition**  
**Data as estimated thru September 2005**

**Herbert Gerson Park (207)**

No. of Units	Unit Months	Vacancy Date	Percentage of AEL @ 9/30/05			Long-Term
			100	66	33	20
1	36	Nov, 95				
1	36	Feb, 96				
2	72	Jul, 96				
5	180	Aug, 96				
1	36	Sep, 96				
17	612	Oct, 96				
3	108	Nov, 96				
8	288	Dec, 96				
4	144	Jan, 97				
4	144	Feb, 97				
3	108	Mar, 97				
4	144	Apr, 97				
2	72	May, 97				
1	36	Jun, 97				
<u>56</u>						
2	2					
74	replaced by Section 8 Units FY 98					
<u>132</u>						
<b>Totals</b>			0	0	0	

**Westwood Park (216)**

No. of Units	Unit Months	Vacancy Date	Percentage of AEL @ 9/30/05			Long-term
			100	66	33	20
1	36	Oct, 95				
1	36	Dec, 95				
1	36	Jan, 96				
1	36	Feb, 96				
1	36	Mar, 96				
2	72	Apr, 96				
1	36	May, 96				
9	324	Jul, 96				
6	216	Aug, 96				
6	216	Sep, 96				
3	108	Nov, 96				
1	36	Dec, 96				
<u>33</u>						
<b>Totals</b>			0	0	0	

**Las Vegas Housing Authority**  
**Phase-down of Subsidy for Units Approved for Disposition**  
**Data as estimated thru September 2005**

<b>Weeks Plaza</b>			Percentage of AEL @ 9/30/05			Long-term
No. of Units	Unit Months	Vacancy Date	100	66	33	20
184						
<b>Totals</b>			0	0	0	
<b>Evergreen (217)</b>			Percentage of AEL @ 9/30/05			Long-term
No. of Units	Unit Months	Vacancy Date	100	66	33	20
56	2,016	Oct, 99				
<b>Totals</b>			0	0	0	
<b>Ernie Cragin Terrace (204b)</b>			Percentage of AEL @ 9/30/05			Long-term
No. of Units	Unit Months	Vacancy Date	100	66	33	20
85	6,030					
<b>Totals</b>			0	0	0	
<b>Sherman Gardens Annex (206a)</b>			Percentage of AEL @ 9/30/05			Long-term
No. of Units	Unit Months	Vacancy Date	100	66	33	20
6	216					
<b>Totals</b>			0	0	0	
<b>Scattered Sites</b>			Percentage of AEL @ 9/30/05			Long-term
No. of Units	Unit Months	Vacancy Date	100	66	33	20
21	252	FY'03	21			
<b>Totals</b>			21	0	0	
<b>Cumulative Totals</b>			21	-	-	-
<b>Multiplied by AEL</b>			470.04	470.04	470.04	
<b>Transitional Funding</b>			9,871	-	-	
<b>Multiplied by percentage</b>			100%	66%	33%	20%
<b>Adjusted Transitional Funding</b>			9,871	-	-	
<b>Total Adjusted Transitional Funding</b>						\$ 9,871

**Housing Authority of the City of Las Vegas  
Medicare Add-On**

**SECTION A**

Total Budgeted Payroll (see attached)

Administrative, Social Services, and Maintenance \$ 9,181,717

Total Payroll \$ 9,181,717

**SECTION B**

Actual Salaries Charged to Public Housing

Administrative, Social Services, and Maintenance \$ 6,285,350

Total Salaries \$ 6,285,350

**SECTION C**

Payroll Subject to Base Year Medicare Base of \$14,100 (see attached)

Administrative, Social Services, and Maintenance \$ 2,861,115

Total Base Year Base \$ 2,861,115

**SECTION D**

Calculation of Salaries Exceeding 2004 Medicare Base:

Salaries Above 2004 Medicare Base \$ 0

Less: 2004 Medicare Base

Gross Amount Exceeding 2004 Base 0

Less: Salaries Subject to 2004 Medicare Base portion of Medicare  
(Gross amt multiplied by 1.45%) 0

Adjustment for Salaries exceeding 2004 Medicare Base \$ 0

**SECTION E**

Calculation of Percentage of Public Housing Salaries to Total Payroll:

Total Salaries Charged to Public Housing (per Section B) \$ 6,285,350

Divided by: Total Payroll (per Section A) 9,181,717

Percentage of Public Housing Salaries to Total Payroll 68.5%

# Housing Authority of the City of Las Vegas Medicare Add-On

## SECTION F

Calculation of Payroll Subject to Medicare Using RBY Base:

Total Payroll (per Section A)	\$	9,181,717
Less: Adjustment for Salaries Exceeding 2004 Medicare Base (per Section D)		0
Adjusted Total Payroll		9,181,717
Multiplied by: Percentage of Public Housing Salaries to Total Payroll (per Section E)		68.5%
Payroll Subject to Medicare Using 2004 Base	\$	6,289,476

## SECTION G

Calculation of Payroll Subject to Medicare Using Base Year Base:

Total Base Year Base (per Section C)	\$	2,861,115
Multiplied by: Percentage of Public Housing Salaries to Total Payroll (per Section E)		68.5%
Payroll Subject to Medicare Using Base Year Base	\$	1,959,864

## SECTION H

Calculation of Social Security (Medicare) Add-on:

**Assumption** LVHA requests Add-on for Medicare in Fiscal Year (FY) 2004

2004 Medicare Rate	=		1.45%
Base Year Medicare Rate	=		1.45%
2004 Medicare Base	=	:	Unlimited
2004 Medicare Base	=	:	Unlimited
Base Year Medicare Base	=	:	14,100

2004 Payroll Subject to Medicare Using 2004 Base (per Section F)	\$	6,289,476
2004 Payroll Subject to Medicare Using Base Year Base (per Section G)	\$	1,959,864

**Year (FY 2004)**

2004 Rate (1.45%) x 2004 Payroll Subject to Medicare Using 2004 Base	\$	91,197
Base Year Rate (5.85%) x 2004 Payroll Subject to Medicare Using Base Year Base		28,418
Total Add-on		62,779
Less: Prior Years' Add-ons Permanently Incorporated Into AEL on Line 04 of HUD-52723		0
<b>FY 2004 Add-on</b>	<b>\$</b>	<b>62,779</b>

(Enter on Line 25 of Form HUD-52723)

Housing Authority of the City of Las Vegas  
UNEMPLOYMENT COMPENSATION  
9/30/2005

Full Time Equivalent Positions	192
Rate	1.20%
Wage Limitation	19,600
LIPH Salary Percentage	68.50%
U-COMP ADD-ON	<u>\$ 30,934</u>

# Operating Budget

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

3/3/2005 15:36

OMB Approval No. 2577-0026 (exp. 10/31/97)

Public reporting burden for this collection of information is estimated to average 116 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U. S. Department of Housing and Urban Development, Washington, D. C. 20410 - 3600 and to the Office of Management and Budget, Paperwork Reduction Project (2577-0026), Washington, D. C. Do not send this completed to either of the above addressees.

a. Type of Submission  Original  Revision No.: 1 **09-30-05** b. Fiscal Year Ending  12 Mo.  Other (specify)

e. Name of Public Housing Agency / Indian Housing Authority (PHA/IHA)  
**HOUSING AUTHORITY of the CITY of LAS VEGAS**

f. Address (city, State, zip code)  
**420 NORTH 10TH STREET  
LAS VEGAS, NV 89101**

g. ACC Number **SF-203** h. PASLOCCS Project No. **NV 002 001 05S**

j. No. of Dwelling Units **-** k. No. of Unit Months Available **0** m. No. of Projects **[REDACTED]**

Line No.	Acct. No.	Description (1)	Requested Consided Budget Estimates				
			PHA/IHA Estimates				
			PHA FY 2005	Section 8 FY 2005	AHP FY 2005	Development FY 2005	Total FY 2005
			PUM (2)	PUM (3)	(5)	(7)	
<b>Homebuyers Monthly Payments For:</b>							
010	7710	Operating Expense					
020	7712	Earned Home Payments					
030	7714	Nonroutine Maintenance Reserve					
040		<b>Total Break-Even Amount (sum of lines 010, 020, and 030)</b>					
050	7716	Excess (or deficit) in Break-Even					
060	7790	Homebuyers Monthly Payments - Contra					
<b>Operating Receipts:</b>							
070	3110	Dwelling Rental	2,473,218	0	1,071,916	3,545,134	
	120	Excess Utilities				0	
090	3190	Nondwelling Rental	0	0	590,988	590,988	
100		<b>Total Rental Income (sum of lines 070, 080, and 090)</b>	2,473,218	0	1,662,904	4,136,122	
110	3610	Interest on General Fund Investments	250,000	1,500	0	251,500	
120	3690	Other Income	95,000	3,245,304	95,014	600,000	
125	3690	Management Fee - (Internal)	1,152,758	0	0	1,152,758	
130		<b>Total Operating Income (sum of lines 100, 110, and 120)</b>	3,970,976	3,246,804	1,757,918	600,000	
<b>Operating Expenditures - Administration:</b>							
140	4110	Administrative Salaries	3,036,786	1,403,715	68,943	0	
150	4130	Legal Expense	120,000	6,000	2,000	30,000	
160	4140	Staff Training	19,000	22,500	0	5,000	
170	4150	Travel	36,800	12,035	200	2,500	
180	4170	Accounting Fees	40,000	17,000	10,000	5,000	
190	4171	Auditing Fees	50,250	11,000	10,000	5,000	
195	4190	Management Fee - (Internal)	0	518,493	334,265	300,000	
200	4190	Other Administrative Expenses	1,157,867	449,600	30,639	2,500	
210		<b>Total Administrative Expense (sum of line 140 thru line 200)</b>	4,460,703	2,440,343	456,047	350,000	
<b>Tenant Services:</b>							
220	4210	Salaries	50,150	0	0	0	
230	4220	Recreation, Publications and Other Services	49,000	3,000	12,550	0	
240	4230	Contract Costs, Training and Other	2,500	0	0	0	
250		<b>Total Tenant Services Expense (sum of lines 220, 230, &amp; 240)</b>	101,650	3,000	12,550	0	
<b>Utilities:</b>							
260	4310	Water	619,200	8,200	45,000	0	
270	4320	Electricity	558,170	13,000	70,000	0	
280	4330	Gas	68,830	10,000	7,500	0	
	4340	Fuel					
	4350	Labor					
310	4390	Other utilities expense	290,000	5,000	34,500	0	
320		<b>Total Utilities Expense (sum of line 260 thru line 310)</b>	1,536,200	36,200	157,000	0	

## HOUSING AUTHORITY of the CITY of LAS VEGAS

9/30/2005

Acct. No.	Description (1)	PHA	Section 8	AHP	Development	Total
		FY 2005	FY 2005	FY 2005	FY 2005	FY 2005
		PUM (2)	PUM (3)		(5)	(7)
<b>Ordinary Maintenance and Operation:</b>						
330	4410 Labor	3,418,040	0	191,540	0	3,609,580
340	4420 Materials	515,700	15,000	47,500	0	578,200
350	4430 Contract Costs	1,440,750	119,700	103,000	0	1,663,450
360	<b>Total Ordinary Maintenance &amp; Operation Expense (lines 330 to 350)</b>	<b>5,374,490</b>	<b>134,700</b>	<b>342,040</b>	<b>0</b>	<b>5,851,230</b>
<b>Protective Services:</b>						
370	4460 Labor	0	0	0	0	0
380	4470 Materials	0	0	0	0	0
390	4480 Contract Costs (Security/Alarms)	423,000	10,000	10,000	0	443,000
400	<b>Total Protective Services Expense (sum of lines 370 to 390)</b>	<b>423,000</b>	<b>10,000</b>	<b>10,000</b>	<b>0</b>	<b>443,000</b>
<b>General Expense:</b>						
410	4510 Insurance	388,497	42,500	86,658	0	517,655
420	4520 Payments in Lieu of Taxes	93,702	0	0	0	93,702
430	4530 Longevity / Terminal Leave Payments	293,370	16,489	10,373	0	320,231
440	4540 Employee Benefit Contributions	2,713,305	472,263	107,886	0	3,293,454
450	4570 Collection Losses	45,000	0	5,000	0	50,000
460	4590 Other General Expenses	25,000	6,655	200,000	0	231,655
470	<b>Total General Expense (sum of lines 410 to 460)</b>	<b>3,558,873</b>	<b>537,907</b>	<b>409,916</b>	<b>0</b>	<b>4,506,697</b>
480	<b>Total Routine Expense (sum of lines 210, 250, 320, 360, 400, &amp; 470)</b>	<b>15,454,916</b>	<b>3,162,150</b>	<b>1,387,553</b>	<b>350,000</b>	<b>20,354,618</b>
<b>Rent for Leased Dwellings:</b>						
490	4710 Housing Assistance Payments Claims		33,090,144			33,090,144
500	<b>Total Operating Expense (sum of lines 480 and 490)</b>	<b>15,454,916</b>	<b>36,252,294</b>	<b>1,387,553</b>	<b>350,000</b>	<b>53,444,762</b>
<b>Nonroutine Expenditures:</b>						
510	Extraordinary Maintenance	40,000	65,000	0		105,000
520	7520 Replacement of Nonexpendable Equipment	177,800	10,000	2,800		190,600
530	7540 Property Betterments and Additions	0	0	0		0
540	<b>Total Nonroutine Expenditures (sum of lines 510, 520, and 530)</b>	<b>217,800</b>	<b>75,000</b>	<b>2,800</b>	<b>0</b>	<b>295,600</b>
550	<b>Total Operating Expenditures (sum of lines 500 and 540)</b>	<b>15,672,716</b>	<b>36,327,294</b>	<b>1,390,353</b>	<b>350,000</b>	<b>53,740,362</b>
<b>Prior Year Adjustments:</b>						
560	6010 Prior Year Adjustments Affecting Residual Receipts					0
<b>Other Expenditures:</b>						
570	Operating Reserve Deposits			0		0
580	<b>Total Operating Expenditures, including prior year adjustments and other expenditures (line 550 plus or minus line 560 plus line 570)</b>	<b>15,672,716</b>	<b>36,327,294</b>	<b>1,390,353</b>	<b>350,000</b>	<b>53,740,362</b>
590	Residual Receipts (or Deficit) before HUD Contributions and provision for operating reserves (line 130 minus line 580)	(11,701,740)	(33,080,490)	367,565	250,000	(44,164,665)
<b>HUD Contributions:</b>						
600	1406 CGP - Operational Expenses	786,942				786,942
610	Prior Year Adjustments - (Debit) Credit					
620	<b>Total Basic Annual Contribution (line 600 plus or minus line 610)</b>	<b>786,942</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>786,942</b>
630	8020 Contributions Earned - Op. Sub. - Cur. Yr. (before year-end adj)	10,944,798	33,090,144			44,034,942
640	Mandatory PFS Adjustments (net):	0				0
650	Other (specify): .5% subsidy reduction	0				0
660	Other (specify): Prior year adjustments	0				0
670	<b>Total Year-End Adjustments/Other (plus or minus lines 640 thru 660)</b>	<b>0</b>	<b></b>	<b></b>	<b></b>	<b>0</b>
680	8020 <b>Total Operating Subsidy-current year</b>	<b>10,944,798</b>	<b>33,090,144</b>	<b>0</b>	<b>0</b>	<b>44,034,942</b>
690	<b>Total HUD Contributions (sum of lines 620 and 680)</b>	<b>11,731,740</b>	<b>33,090,144</b>	<b>0</b>	<b>0</b>	<b>44,821,884</b>
	Residual Receipts (or Deficit) (sum of line 590 plus line 690)		*			
	Enter here and on line 810	\$30,000	\$9,654	\$367,565	\$250,000	\$657,219

\* This Balance does not include Debt Service in the amount of \$260,000

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

HA Name: <b>Housing Authority of the City of Las Vegas</b>				<input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision No.: _____	
Development Number / Name	Year 1 FFY: <u>05</u>	Work Statement for Year 2 FFY: <u>06</u>	Work Statement for Year 3 FFY: <u>07</u>	Work Statement for Year 4 FFY: <u>08</u>	Work Statement for Year 5 FFY: <u>09</u>
	Annual Statement 1st Year				
Operations		\$ 679,461	\$ 665,872	\$ 652,555	\$ 639,504
Management Improvements		\$ 679,461	\$ 665,872	\$ 652,555	\$ 639,504
Administration		\$ 339,731	\$ 332,936	\$ 326,277	\$ 319,752
Fees & Costs		\$ 436,000	\$ 575,000	\$ 240,000	\$ 175,000
NV39002005 - Archie Grant Park		\$ 982,999	\$ -	\$ -	\$ -
NV39002009 - Ernie Cragin Terrace		\$ -	\$ 314,941	\$ 1,281,387	\$ 1,313,760
NV39002012 - James Down Towers		\$ 169,654	\$ 100,000		
NV39002006a/14/15 Streets Upg.		.	\$ 564,739		
PHA Wide		\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000
<b>Total CFP Funds (Est.)</b>		<b>\$ 3,397,306</b>	<b>\$ 3,329,360</b>	<b>\$ 3,262,773</b>	<b>\$ 3,197,518</b>
<b>Total Replacement Housing Factor Funds (Est.)</b>		<b>\$ 744,172</b>	<b>\$ 729,288</b>	<b>\$ 714,703</b>	<b>\$ -</b>

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

Development Number/ Name	Work Statement for Year 2 <b>FFY: 06</b> General Description of Major Work Categories	Estimated Cost	Development Number Name	Work Statement for Year 3 <b>FFY: 07</b> Development Number/Name/General Description of Major Work Categories	Estimated Cost
NV39002005 Archie Grant Park	Comprehensive Modernization	\$ 982,999	NV39002012 James Down Towers	Roof Repairs	\$ 100,000
NV39002012 James Down Towers	Roof Repairs	\$ 169,654	NV39002009 Ernie Cragin Terrace	Comprehensive Modernization	\$ 314,941
			NV39002006a/14/15	Street Upgrades	\$ 564,739
PHA Wide	Microbial Remediation	\$ 100,000	PHA Wide	Microbial Remediation	\$ 100,000
PHA Wide	504 Upgrades	\$ 10,000	PHA Wide	504 Upgrades	\$ 10,000
<b>Total CFP Estimated Costs for Physical Needs</b>		\$ 1,262,653	<b>Total CFP Estimated Costs for Physical Needs</b>		\$1,089,680

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

Development Number/ Name	Work Statement for Year 4 <b>FFY: 08</b>		Development Number Name	Work Statement for Year 5 <b>FFY: 09</b>	
	General Description of Major Work Categories	Estimated Cost		Development Number/Name/General Description of Major Work Categories	Estimated Cost
NV39002009 Ernie Cragin Terrace	Comprehensive Modernization	\$ 1,281,387	NV39002009 Ernie Cragin Terrace	Comprehensive Modernization	\$ 1,313,760
PHA Wide	Microbial Remediation	\$ 100,000	PHA Wide	Microbial Remediation	\$ 100,000
PHA Wide	504 Upgrades	\$ 10,000	PHA Wide	504 Upgrades	\$ 10,000
<b>Total CFP Estimated Costs for Physical Needs</b>		<b>\$ 1,391,387</b>	<b>Total CFP Estimated Costs for Physical Needs</b>		<b>\$ 1,423,760</b>

**Capital Fund Program Five-Year Action Plan**  
**Part III: Supporting Pages - Management Needs Work Statement**

Work Statement for Year 1 FFY: <b>05</b>	Work Statement for Year 2 FFY: <b>06</b>			Work Statement for Year 3 FFY: <b>07</b>		
	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
<b>See Annual Statement</b>	Security		\$ 679,461	Security		\$ 665,872
	Resident / Staff Training		\$ -	Resident / Staff Training		\$ -
	<b>Total FFY 06 Management Improvement Needs \$ 679,461</b>			<b>Total FFY 07 Management Improvement Needs \$ 665,872</b>		
<b>See Annual Statement</b>	Work Statement for Year 4 FFY: <b>08</b>			Work Statement for Year 5 FFY: <b>09</b>		
	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name/General Description of Major Work Categories	Quantity	Estimated Cost
<b>See Annual Statement</b>	Security		\$ 652,555	Security		\$ 639,504
	Resident / Staff Training		\$ -	Resident / Staff Training		\$ -
	<b>Total FFY 08 Management Improvement Needs \$ 652,555</b>			<b>Total FFY 09 Management Improvement Needs \$ 639,504</b>		

# CAPITAL FUND PROGRAM TABLES

Annual Statement / Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name <b>Housing Authority of the City of Las Vegas</b>	Replacement Housing Factor Grant No: <b>NV39R00250100</b>	Capital Fund Grant Number	FFY of Grant Approval <b>2000</b>
---	--	---------------------------	--------------------------------------

Original Annual Statement       Reserve for Disasters/Emergencies       **Revised Annual Statement/Revision Number : 4 (01/31/05)**

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 (4)	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
3a	Management Improvements Hard Costs				
4	1410 Administration		\$ 38,441	\$ 38,441	\$ -
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition		\$ 1,358,200	\$ 528,168	\$ 528,168
9	1450 Site Improvement				
10	1460 Dwelling Structures		\$ 36,495	\$ -	\$ -
11	1465.1 Dwelling Equipment - Nonexpendable		\$ 3,850	\$ -	\$ -
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve	\$ 1,436,985	\$ -		
16	1492 Moving to Work Demonstration				
17	1495 Relocation Costs				
18	1499 Development Activities	\$ -	\$ -	\$ -	
18	1502 Contingency (may not exceed 8% of line 19)				
20	<b>Amount of Annual Grant (Sum of lines 1-20)</b>	<b>\$ 1,436,985</b>	<b>\$ 1,436,985</b>	<b>\$ 566,609</b>	<b>\$ 528,168</b>
	Amount of line 11 Related to LBP Activities				
	Amount of line 10 and 11 Related to Section 504 Compliance				
	Amount of line 3 related to security - soft costs				
	Amount of line 10 and 11 Related to Security - hard costs				
	Amount of line 11 Related to Energy Conservation Measures				

Collateralization Expenses or Debt Service

Prepared by: Amparo Gamazo, LVHA Mod / Dev Proj. Mgr \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: Frederick Haron, LVHA Finance Manager \_\_\_\_\_ Date \_\_\_\_\_

Submitted by: Parviz Ghadiri, LVHA Executive Director \_\_\_\_\_ Date \_\_\_\_\_

Approved by: Stephen Schneller, Acting Director, HUD San Francisco \_\_\_\_\_ Date \_\_\_\_\_

## Capital Fund Program Tables

### Annual Statement/Performance and Evaluation Report

### Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

#### Part II: Supporting Pages

PHA Name		Grant Type and Number				Federal FY of C	
Housing Authority of the City of Las Vegas		Capital Fund Program Grant No.:				Report Date as of	
340 North 11th Street, Las Vegas, Nevada 89101		Replacement Housing Factor Grant No: <b>NV39R00250100</b>					
Development Number/Name HA-Wide	General Description of Major Work Categories	Development Account	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised	Funds Obligated	Funds Expended
Activities		Number		(A)	(B)	(C)	(D)
PHA Wide	<b>4. ADMINISTRATION</b>	<b>1410</b>					
Non-Technical	Mod/Dev Administrative Assistant		10%	-	\$5,400.00	\$5,400.00	
Non-Technical	Mod/Dev Budget Analyst		10%	-	\$6,396.00	\$6,396.00	
Technical	Mod/Dev Director		5%	-	\$4,300.00	\$4,300.00	
Technical	Mod/Dev Project Mgr		5%	-	\$3,800.00	\$3,800.00	
Technical	Mod/Dev Construction Mgr		10%	-	\$7,235.00	\$7,235.00	
	Fringe Benefits Pckg		38%	-	\$10,309.78	\$10,309.78	
	Sundry		Sub-Total	-	\$37,440.78	\$37,440.78	
	<b>Total for line # 4</b>				<b>\$38,440.78</b>	<b>\$38,440.78</b>	<b>\$0.00</b>
	<b>8. SITE ACQUISITION</b>	<b>1440</b>					
Acquisition of 7 single family homes	Acquisition of 7 single family homes			-	\$1,340,000.00	\$523,000.00	\$523,000.00
	Appraisal & Termite inspection			-	\$2,800.00	\$1,250.00	\$1,250.00
	Title policy and closing cost			-	\$7,000.00	\$2,709.75	\$2,709.75
	Tax settlement and escrow fees				\$8,400.00	\$1,208.50	\$1,208.50
	<b>Total for line # 8</b>				<b>\$1,358,200.00</b>	<b>\$528,168.25</b>	<b>\$528,168.25</b>
	<b>10. DWELLING STRUCTURE</b>	<b>1460</b>					
	Minor repairs and clean-up after escrow closing				\$36,494.50		
	<b>Total for line # 10</b>				<b>\$36,494.50</b>		
	<b>11. DWELLING EQUIPMENT</b>	<b>1465</b>					
	Refrigerators, Ranges, Water Heaters, etc.				\$3,850.00		
	<b>Total for line # 11</b>				<b>\$3,850.00</b>		
	<b>16. Replacement Reserve</b>	<b>1490</b>			<b>\$ 1,436,985</b>	<b>\$ -</b>	<b>\$ -</b>
					<b>\$ 1,436,985</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>18. Development Activities</b>	<b>1499</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
					<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Grant: 2000**  
**of: 01/31/05**

---

---

**Status of Proposed Work**

---

---

---

---

|

---

---

---

---

---

---

**Removed**

---

---

**Removed**

---

---

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part 3: Implementation Schedule**

PHA Name <b>Housing Authority of the City of Las Vegas</b>	Replacement Housing Factor Grant No: <b>NV39R00250100</b>	Capital Fund Grant Number	<b>Federal FY of Grant: 2000</b> <b>Report Date as of: 01/31/05</b>
---	--	---------------------------	--

Development Number / Name	Funds Obligated End of Quarter			Funds Expended End of Quarter			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Administration	9/30/2002	9/30/2004		9/30/2004	4/30/2005		
Fees and Costs	9/30/2002	9/30/2004		9/30/2004	4/30/2005		
Site Acquisition	9/30/2002	9/30/2004		9/30/2004	4/30/2005		

# CAPITAL FUND PROGRAM TABLES

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name <b>Housing Authority of the City of Las Vegas</b>	Replacement Housing Factor Grant No: <b>NV39R00250101</b>	Capital Fund Grant Number	FFY of Grant Approval <b>2001</b>
---	--	---------------------------	--------------------------------------

Original Annual Statement       Reserve for Disasters/Emergencies       **Revised Annual Statement/Revision Number : 3 (01/31/05)**

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 (3)	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
4	Management Improvements Hard Costs				
5	1410 Administration				
6	1411 Audit				
7	1415 Liquidated Damages				
8	1430 Fees and Costs				
9	1440 Site Acquisition				
10	1450 Site Improvement				
11	1460 Dwelling Structures				
12	1465.1 Dwelling Equipment - Nonexpendable				
13	1470 Nondwelling Structures				
14	1475 Nondwelling Equipment				
15	1485 Demolition				
16	1490 Replacement Reserve	\$ 1,469,726	\$ -		
17	1492 Moving to Work Demonstration				
18	1495 Relocation Costs				
18	1499 Development Activities	\$ -	\$ 1,469,726	\$ 1,469,726	
20	1502 Contingency (may not exceed 8% of line 19)				
21	<b>Amount of Annual Grant (Sum of lines 1-20)</b>	<b>\$ 1,469,726</b>	<b>\$ 1,469,726</b>	<b>\$ 1,469,726</b>	
	Amount of line 11 Related to LBP Activities				
	Amount of line 10 and 11 Related to Section 504 Compliance				
	Amount of line 3 related to security - soft costs				
	Amount of line 10 and 11 Related to Security - hard costs				
	Amount of line 11 Related to Energy Conservation Measures				

Collateralization Expenses or Debt Service

Prepared by: Amparo Gamazo, LVHA Mod/Dev Proj. Mgr. \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: Frederick Haron, LVHA Finance Manager \_\_\_\_\_ Date \_\_\_\_\_

Submitted by: Parviz Ghadiri, LVHA Executive Director \_\_\_\_\_ Date \_\_\_\_\_

Approved by: Stephen Schneller, Acting Director, HUD San Francisco \_\_\_\_\_ Date \_\_\_\_\_

# Capital Fund Program Tables

## Annual Statement/Performance and Evaluation Report

### Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

#### Part II: Supporting Pages

<b>PHA Name</b> Housing Authority of the City of Las Vegas 420 No. 10th Street, Las Vegas, Nevada 89101		<b>Grant Type and Number</b> Capital Fund Program Grant No.: Replacement Housing Factor Grant No: <b>NV39R00250101</b>				<b>Federal FY of Grant: 2001</b> <b>Report Date as of: 01/31/05</b>		
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original (A)	Revised (B)	Funds Obligated (C)	Funds Expended (D)	
	<b>16. Replacement Reserve</b>	<b>1490</b>		\$ 1,469,726	\$ -	\$ -	\$ -	
				\$ 1,469,726	\$ -	\$ -	\$ -	
NV2-011	<b>18. Development Activities</b> 3901 E. Charleston	<b>1499</b>		\$ -	\$ 1,469,726	\$1,469,726		<b>Pursuant to HUD-approved RHF Plan dated January 11, 2005</b>
				\$ -	\$1,469,726	\$1,469,726		

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part 3: Implementation Schedule**

PHA Name <b>Housing Authority of the City of Las Vegas</b>	Replacement Housing Factor Grant No: <b>NV39R00250101</b>	Capital Fund Grant Number	<b>Federal FY of Grant: 2001</b> <b>Report Date as of: 01/31/05</b>
---	--	---------------------------	--

Development Number / Name	Funds Obligated End of Quarter			Funds Expended End of Quarter			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
<b>Development Activities</b> 3901 E. Charleston	9/30/2003	9/30/2004		9/30/2005	9/30/2006		<b>Pursuant to HUD-approved RHF Plan dated January 11, 2005</b>

# CAPITAL FUND PROGRAM TABLES

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name <b>Housing Authority of the City of Las Vegas</b>	Replacement Housing Factor Grant No: <b>NV39R00250102</b>	Capital Fund Grant Number	FFY of Grant Approval <b>2002</b>
---	--	---------------------------	--------------------------------------

[ ] Original Annual Statement      [ ] Reserve for Disasters/Emergencies      [ **XX** ] **Revised Annual Statement/Revision Number : 3 (01/31/05)**

[ ] 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 (3)	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
4	Management Improvements Hard Costs				
5	1410 Administration				
6	1411 Audit				
7	1415 Liquidated Damages				
8	1430 Fees and Costs				
9	1440 Site Acquisition				
10	1450 Site Improvement				
11	1460 Dwelling Structures				
12	1465.1 Dwelling Equipment - Nonexpendable				
13	1470 Nondwelling Structures				
14	1475 Nondwelling Equipment				
15	1485 Demolition				
16	1490 Replacement Reserve	\$ 1,514,929	\$ -		
17	1492 Moving to Work Demonstration				
18	1495 Relocation Costs				
18	1499 Development Activities	\$ -	\$ 1,514,929	\$ 1,514,929	
20	1502 Contingency (may not exceed 8% of line 19)				
21	<b>Amount of Annual Grant (Sum of lines 1-20)</b>	<b>\$ 1,514,929</b>	<b>\$ 1,514,929</b>	<b>\$ 1,514,929</b>	
	Amount of line 11 Related to LBP Activities				
	Amount of line 10 and 11 Related to Section 504 Compliance				
	Amount of line 3 related to security - soft costs				
	Amount of line 10 and 11 Related to Security - hard costs				
	Amount of line 11 Related to Energy Conservation Measures				

Collateralization Expenses or Debt Service

Prepared by: Amparo Gamazo, LVHA Mod / Dev Proj. Mgr. \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: Frederick Haron, LVHA Finance Manager \_\_\_\_\_ Date \_\_\_\_\_

Submitted by: Parviz Ghadiri, LVHA Executive Director \_\_\_\_\_ Date \_\_\_\_\_

Approved by: Stephen Schneller, Acting Director, HUD San Francisco \_\_\_\_\_ Date \_\_\_\_\_

# Capital Fund Program Tables

## Annual Statement/Performance and Evaluation Report

### Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

#### Part II: Supporting Pages

PHA Name Housing Authority of the City of Las Vegas 420 No. 10th Street, Las Vegas, Nevada 89101		Grant Type and Number Capital Fund Program Grant No.: Replacement Housing Factor Grant No: <b>NV39R00250102</b>				Federal FY of Grant: <b>2002</b> Report Date as of: <b>01/31/05</b>		
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original (A)	Revised (B)	Funds Obligated (C)	Funds Expended (D)	
	<b>16. Replacement Reserve</b>	<b>1490</b>		\$ 1,514,929	\$ -			
				\$ 1,514,929	\$ -			
NV2-011	<b>18. Development Activities</b> 3901 E. Charleston	<b>1499</b>		\$ -	\$ 1,514,929	\$ 1,514,929		<b>Pursuant to HUD-approved RHF Plan dated January 11, 2005</b>
				\$ -	\$ 1,514,929	\$ 1,514,929		

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part 3: Implementation Schedule**

PHA Name <b>Housing Authority of the City of Las Vegas</b>	Replacement Housing Factor Grant No: <b>NV39R00250102</b>	Capital Fund Grant Number	<b>Federal FY of Grant: 2002</b> <b>Report Date as of: 01/31/05</b>
---	--	---------------------------	--

Development Number / Name	Funds Obligated End of Quarter			Funds Expended End of Quarter			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
<b>Development Activities</b> 3901 E. Charleston	9/30/2004			9/30/2006			

# CAPITAL FUND PROGRAM TABLES

Annual Statement / Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name <b>Housing Authority of the City of Las Vegas</b>	Replacement Housing Factor Grant No: <b>NV39R00250103</b>	Capital Fund Grant Number	FFY of Grant Approval <b>2003</b>
---	--	---------------------------	--------------------------------------

Original Annual Statement       Reserve for Disasters/Emergencies       **Revised Annual Statement/Revision Number : 3 (01/31/05)**

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 (3)	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
4	Management Improvements Hard Costs				
5	1410 Administration				
6	1411 Audit				
7	1415 Liquidated Damages				
8	1430 Fees and Costs				
9	1440 Site Acquisition				
10	1450 Site Improvement				
11	1460 Dwelling Structures				
12	1465.1 Dwelling Equipment - Nonexpendable				
13	1470 Nondwelling Structures				
14	1475 Nondwelling Equipment				
15	1485 Demolition				
16	1490 Replacement Reserve				
17	1492 Moving to Work Demonstration				
18	1495 Relocation Costs				
18	1499 Development Activities	\$ 1,447,989	\$ 1,447,989	\$ 1,447,989	
20	1502 Contingency (may not exceed 8% of line 19)				
21	<b>Amount of Annual Grant (Sum of lines 1-20)</b>	<b>\$ 1,447,989</b>	<b>\$ 1,447,989</b>	<b>\$ 1,447,989</b>	
	Amount of line 11 Related to LBP Activities				
	Amount of line 10 and 11 Related to Section 504 Compliance				
	Amount of line 3 related to security - soft costs				
	Amount of line 10 and 11 Related to Security - hard costs				
	Amount of line 11 Related to Energy Conservation Measures				

Collateralization Expenses or Debt Service

Prepared by: Amparo Gamazo, LVHA Mod/Dev Proj. Mgr. \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: Frederick Haron, LVHA Finance Manager \_\_\_\_\_ Date \_\_\_\_\_

Submitted by: Parviz Ghadiri, LVHA Executive Director \_\_\_\_\_ Date \_\_\_\_\_

Approved by: Stephen Schneller, Acting Director, HUD San Francisco \_\_\_\_\_ Date \_\_\_\_\_

# Capital Fund Program Tables

## Annual Statement/Performance and Evaluation Report

### Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

#### Part II: Supporting Pages

<b>PHA Name</b> Housing Authority of the City of Las Vegas 420 No. 10th Street, Las Vegas, Nevada 89101		<b>Grant Type and Number</b> Capital Fund Program Grant No.: Replacement Housing Factor Grant No: <b>NV39R00250103</b>				<b>Federal FY of Grant: 2003</b> <b>Report Date as of: 01/31/05</b>		
Development Number/Name HA-Wide	General Description of Major Work Categories	Development Account	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
Activities		Number		(A)	(B)	(C)	(D)	
NV2-011	<b>18. Development Activities</b> 3901 E. Charleston	<b>1499</b>		\$ 1,447,989	\$ 1,447,989	\$ 1,447,989		<b>Pursuant to HUD-approved RHF Plan dated January 11, 2005</b>
				<b>\$1,447,989</b>	<b>\$1,447,989</b>	<b>\$1,447,989</b>		

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part 3: Implementation Schedule**

PHA Name <b>Housing Authority of the City of Las Vegas</b>	Replacement Housing Factor Grant No: <b>NV39R00250103</b>	Capital Fund Grant Number	<b>Federal FY of Grant: 2003</b> <b>Report Date as of: 01/31/05</b>
---	--	---------------------------	--

Development Number / Name	Funds Obligated End of Quarter			Funds Expended End of Quarter			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
<b>Development Activities</b> 3901 E. Charleston	9/30/2005			9/30/2007			

# CAPITAL FUND PROGRAM TABLES

Annual Statement / Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name <b>Housing Authority of the City of Las Vegas</b>	Replacement Housing Factor Grant No: <b>NV39R00250104</b>	Capital Fund Grant Number	FFY of Grant Approval <b>2004</b>
---	--	---------------------------	--------------------------------------

Original Annual Statement     
  Reserve for Disasters/Emergencies     
  Revised Annual Statement/Revision Number : #1 (01/31/05)  
 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 (1)	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
4	Management Improvements Hard Costs				
5	1410 Administration				
6	1411 Audit				
7	1415 Liquidated Damages				
8	1430 Fees and Costs				
9	1440 Site Acquisition				
10	1450 Site Improvement				
11	1460 Dwelling Structures				
12	1465.1 Dwelling Equipment - Nonexpendable				
13	1470 Nondwelling Structures				
14	1475 Nondwelling Equipment				
15	1485 Demolition				
16	1490 Replacement Reserve				
17	1492 Moving to Work Demonstration				
18	1495 Relocation Costs				
18	1499 Development Activities	\$ 774,854	\$ 774,854		
20	1502 Contingency (may not exceed 8% of line 19)				
21	<b>Amount of Annual Grant (Sum of lines 1-20)</b>	<b>\$ 774,854</b>	<b>\$ 774,854</b>	<b>\$ -</b>	
	Amount of line 11 Related to LBP Activities				
	Amount of line 10 and 11 Related to Section 504 Compliance				
	Amount of line 3 related to security - soft costs				
	Amount of line 10 and 11 Related to Security - hard costs				
	Amount of line 11 Related to Energy Conservation Measures				

Collateralization Expenses or Debt Service

Prepared by: Amparo Gamazo LVHA Mod / Dev Proj. Mgr. \_\_\_\_\_ Date \_\_\_\_\_  
 Reviewed by: Frederick Haron, LVHA Finance Manager \_\_\_\_\_ Date \_\_\_\_\_  
 Submitted by: Parviz Ghadiri, LVHA Executive Director \_\_\_\_\_ Date \_\_\_\_\_  
 Approved by: Stephen Schneller, Acting Director, HUD San Francisco \_\_\_\_\_ Date \_\_\_\_\_

# Capital Fund Program Tables

## Annual Statement/Performance and Evaluation Report

### Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

#### Part II: Supporting Pages

<b>PHA Name</b> Housing Authority of the City of Las Vegas 420 No. 10th Street, Las Vegas, Nevada 89101		<b>Grant Type and Number</b> Capital Fund Program Grant No.: Replacement Housing Factor Grant No: <b>NV39R00250104</b>				<b>Federal FY of Grant: 2004</b> <b>Report Date as of: 08/18/04</b>		
Development Number/Name HA-Wide	General Description of Major Work Categories	Development Account	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
Activities		Number		(A)	(B)	(C)	(D)	
NV2-011	<b>18. Development Activities</b> 3901 E. Charleston	<b>1499</b>		\$ 774,854	\$ 774,854			<b>Pursuant to HUD-approved RHF Plan dated January 11, 2005</b>
				<b>\$774,854</b>	<b>\$774,854</b>			

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part 3: Implementation Schedule**

PHA Name <b>Housing Authority of the City of Las Vegas</b>	Replacement Housing Factor Grant No: <b>NV39R00250104</b>	Capital Fund Grant Number	<b>Federal FY of Grant: 2004</b> <b>Report Date as of: 08/18/04</b>
---	--	---------------------------	--

Development Number / Name	Funds Obligated End of Quarter			Funds Expended End of Quarter			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
<b>Development Activities</b> 3901 E. Charleston	9/7/2006			9/7/2008			

# CAPITAL FUND PROGRAM TABLES

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name <b>Housing Authority of the City of Las Vegas</b> 330 North 11th Street, Las Vegas, NV. 89101	Replacement Housing Factor Grant No: <b>NV39R00250105</b>	Capital Fund Grant Number	FFY of Grant Approval <b>2005</b>
---	--	---------------------------	--------------------------------------

**Original Annual Statement**       Reserve for Disasters/Emergencies       **Revised Annual Statement/Revision Number :**

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 (1)	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements Soft Costs				
4	Management Improvements Hard Costs				
5	1410 Administration				
6	1411 Audit				
7	1415 Liquidated Damages				
8	1430 Fees and Costs				
9	1440 Site Acquisition				
10	1450 Site Improvement				
11	1460 Dwelling Structures				
12	1465.1 Dwelling Equipment - Nonexpendable				
13	1470 Nondwelling Structures				
14	1475 Nondwelling Equipment				
15	1485 Demolition				
16	1490 Replacement Reserve				
17	1492 Moving to Work Demonstration				
18	1495 Relocation Costs				
18	1499 Development Activities	\$ 759,360			
20	1502 Contingency (may not exceed 8% of line 19)				
21	<b>Amount of Annual Grant (Sum of lines 1-20)</b>	<b>\$ 759,360</b>	<b>\$ -</b>	<b>\$ -</b>	
	Amount of line 11 Related to LBP Activities				
	Amount of line 10 and 11 Related to Section 504 Compliance				
	Amount of line 3 related to security - soft costs				
	Amount of line 10 and 11 Related to Security - hard costs				
	Amount of line 11 Related to Energy Conservation Measures				

Collateralization Expenses or Debt Service

Prepared by: Amparo Gamazo LVHA Mod / Dev Proj. Mgr. \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: Frederick Haron, LVHA Finance Manager \_\_\_\_\_ Date \_\_\_\_\_

Submitted by: Parviz Ghadiri, LVHA Executive Director \_\_\_\_\_ Date \_\_\_\_\_

Approved by: Stephen Schneller, Acting Director, HUD San Francisco \_\_\_\_\_ Date \_\_\_\_\_

Original Annual Statement

# Capital Fund Program Tables

## Annual Statement/Performance and Evaluation Report

### Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

#### Part II: Supporting Pages

<b>PHA Name</b> Housing Authority of the City of Las Vegas 330 No. 11th Street, Las Vegas, Nevada 89101		<b>Grant Type and Number</b> Capital Fund Program Grant No.: Replacement Housing Factor Grant No: <b>NV39R00250105</b>				<b>Federal FY of Grant: 2005</b> <b>Report Date as of: 01/31/05</b>		
Development Number/Name HA-Wide	General Description of Major Work Categories	Development Account	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
Activities		Number		(A)	(B)	(C)	(D)	
NV2-011	<b>18. Development Activities</b> 3901 E. Charleston	<b>1499</b>		\$ 759,360				<b>Pursuant to HUD-approved RHF Plan dated January 11, 2005</b>
				<b>\$759,360</b>	<b>\$0</b>			

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part 3: Implementation Schedule**

PHA Name <b>Housing Authority of the City of Las Vegas</b>	Replacement Housing Factor Grant No: <b>NV39R00250105</b>	Capital Fund Grant Number	<b>Federal FY of Grant: 2005</b> <b>Report Date as of: 01/31/05</b>
---	--	---------------------------	--

Development Number / Name	Funds Obligated End of Quarter			Funds Expended End of Quarter			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
<b>Development Activities</b> 3901 E. Charleston	9/7/2007			9/7/2009			

# CAPITAL FUND PROGRAM TABLES

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name: <b>Housing Authority of the City of Las Vegas</b> 330 North 11 th Street, Las Vegas, NV. 89101	Replacement Housing Factor Grant No:	Capital Fund Grant Number <b>NV39P00250102</b>	FFY of Grant Approval <b>2002</b>
---	--------------------------------------	---	--------------------------------------

[ ] Original Annual Statement    [ ] Reserve for Disasters/Emergencies    [ **xx** ] **Revised Annual Statement/Revision Number: # 7 as of 01/31/05**  
 [ ] 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 (7)	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$393,471.00	\$393,471.00	\$393,471.00	\$393,471.00
3	1408 Management Improvements Soft Costs	\$712,000.00	\$717,993.65	\$717,993.65	\$717,993.65
3a	Management Improvements Hard Costs	\$24,000.00	\$68,949.35	\$68,949.35	\$7,792.42
4	1410 Administration	\$392,857.00	\$393,471.00	\$393,471.00	\$373,051.00
5	1411 Audit	\$5,000.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$200,389.00	\$1,255,760.60	\$1,255,760.60	\$482,009.09
8	1440 Site Acquisition				
9	1450 Site Improvement	\$60,000.00	\$37,417.96	\$37,417.96	\$37,417.96
10	1460 Dwelling Structures	\$415,000.00	\$1,007,268.44	\$1,007,268.44	\$266,619.86
11	1465 Dwelling Equipment - Nonexpendable	\$0.00	\$385.00	\$385.00	\$385.00
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition	\$600,000.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495 Relocation Costs	\$30,000.00	\$60,000.00	\$60,000.00	\$0.00
18	1499 Development Activities	\$1,102,000.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 19)				
20	<b>Amount of Annual Grant (Sum of lines 1-20)</b>	<b>\$3,934,717.00</b>	<b>\$3,934,717.00</b>	<b>\$3,934,717.00</b>	<b>\$2,278,739.98</b>
	Amount of line 11 Related to LBP Activities		\$0.00	\$0.00	\$0.00
	Amount of line 10 and 11 Related to Section 504 Compliance		\$10,000.00	\$10,000.00	\$7,317.43
	Amount of line 3 related to security - soft costs		\$700,000.00	\$700,000.00	\$700,000.00
	Amount of line 10 and 11 Related to Security - hard costs		\$0.00	\$0.00	\$0.00
	Amount of line 11 Related to Energy Conservation Measures		\$0.00	\$0.00	\$0.00
	Collateralization Expenses or Debt Service				

Prepared by: Amparo Gamazo, LVHA Mod / Dev Project Mgr

Reviewed by: Frederick Haron, LVHA Finance Manager

Submitted by: Parviz Ghadiri, LVHA Executive Director

Approved by: Stephen Schneller, Acting Director, HUD San Francisco

Date \_\_\_\_\_  
*Submitted to HUD March 9, 2005*  
 Date \_\_\_\_\_  
 Date \_\_\_\_\_  
 Date \_\_\_\_\_

## Capital Fund Program Tables

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

Page 2 of 5

PHA Name: Housing Authority of the City of Las Vegas 330 North 11th Street, Las Vegas, Nevada 89101		Grant Type and Number Capital Fund Program Grant No: NV39P00250102 Replacement Housing Factor Grant No:				Federal FY of Grant: 2002 Report Date as of : 01/31/05 Submitted to HUD : 03/09/05		
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original (A)	Revised (B)	Funds Obligated (C)	Funds Expended (D)	
PHA - Wide	<b>2. OPERATIONS</b>	<b>1406</b>						
	Operations			\$393,471.00	\$393,471.00	\$393,471.00	\$393,471.00	Expended
	<b>Total for Line # 2</b>			<b>\$393,471.00</b>	<b>\$393,471.00</b>	<b>\$393,471.00</b>	<b>\$393,471.00</b>	
PHA Wide Soft Costs	<b>3. MANAGEMENT IMPROVEMENTS</b>	<b>1408</b>						
	Employee Development /Resident Training			\$62,000.00	\$17,993.65	\$17,993.65	\$17,993.65	Revised & Expended
	Archiving Specialist			\$60,000.00	\$0.00	\$0.00	\$0.00	Removed
	Archiving Specialist			\$60,000.00	\$0.00	\$0.00	\$0.00	Removed
	Archiving Disks / Software			\$30,000.00	\$0.00	\$0.00	\$0.00	Removed
	Resident Security			\$500,000.00	\$700,000.00	\$700,000.00	\$700,000.00	Expended
	<b>Total for Line # 3</b>			<b>\$712,000.00</b>	<b>\$717,993.65</b>	<b>\$717,993.65</b>	<b>\$717,993.65</b>	
PHA Wide Hard Costs	<b>3a. MANAGEMENT IMPROVEMENTS</b>	<b>1408</b>						
	Management Information System - Hardware			\$24,000.00	\$68,949.35	\$68,949.35	\$7,792.42	Revised & Ongoing
	<b>Total for Line # 3a.</b>			<b>\$24,000.00</b>	<b>\$68,949.35</b>	<b>\$68,949.35</b>	<b>\$7,792.42</b>	
PHA Wide	<b>4. ADMINISTRATION</b>	<b>1410</b>						
	Mod/Dev Director	75%		\$77,500.00	\$54,625.00	\$54,625.00		
	Mod/Dev Coordinator - Project Manager	85%		\$69,000.00	\$58,650.00	\$58,650.00		
	Construction Manager	65%		\$0.00	\$42,452.00	\$42,452.00		Added
	Financial Analyst	75%		\$57,000.00	\$43,950.00	\$43,950.00		
	Administrative Assistant	65%		\$50,000.00	\$32,500.00	\$32,500.00		
	Clerk	50%		\$0.00	\$0.00	\$0.00		Removed
	Executive Administrative Assistant (7 months)	30%		\$0.00	\$23,520.00	\$23,520.00		Added
	Fringe Benefits			\$105,000.00	\$105,000.00	\$105,000.00		
	Sub-Total			\$358,500.00	\$360,697.00	\$360,697.00	\$360,697.00	Expended
	Travel/Training			\$6,857.00	\$5,000.00	\$5,000.00	\$3,580.00	
	Sundry			\$8,500.00	\$8,774.00	\$8,774.00	\$8,774.00	Expended
	Office Rent/Xerox			\$19,000.00	\$19,000.00	\$19,000.00	\$0.00	
	<b>Total for Line #4</b>			<b>\$392,857.00</b>	<b>\$393,471.00</b>	<b>\$393,471.00</b>	<b>\$373,051.00</b>	

## Capital Fund Program Tables

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

Page 3 of 5

PHA Name: Housing Authority of the City of Las Vegas 420 No. 10th Street, Las Vegas, Nevada 89101		Grant Type and Number Capital Fund Program Grant No: NV39P00250102 Replacement Housing Factor Grant No:				Federal FY of Grant: 2002 Report Date as of : 01/31/05 Submitted to HUD : 03/09/05		
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost		Total Actual Cost		Status of Proposed Work	
			Quantity	Original (A)	Revised (B)	Funds Obligated (C)		Funds Expended (D)
	<b>5. AUDIT</b>	<b>1411</b>						
	Audit			\$5,000.00	\$0.00	\$0.00	\$0.00	Removed
	<b>Total for Line # 5</b>			<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
	<b>7. FEES &amp; COSTS</b>	<b>1430</b>						
PHA Wide	PHA Wide Landscape Planning			\$200,389.00	\$0.00	\$0.00	\$0.00	Removed
	Financial Consulting			\$0.00	\$3,850.00	\$3,850.00	\$3,850.00	Expended
	PHA Wide Appraisal Services			\$0.00	\$37,500.00	\$37,500.00	\$37,500.00	Expended
	Phys. Needs Assessment Consultant			\$0.00	\$55,446.40	\$55,446.40	\$55,446.40	Added, Revised & Expended
PHA Wide	Architectual / Engineering Services			\$0.00	\$156,384.20	\$156,384.20	\$56,384.20	Added & Revised
PHA Wide	Microbial / Environmental Consulting			\$0.00	\$433,430.00	\$433,430.00	\$96,771.91	Added & Revised
NV39002005	Architectual / Engineering Services			\$0.00	\$489,150.00	\$489,150.00	\$232,056.58	Added /5Yr Plan & Revised
NV39002005	Microbial / Environmental / Abatement Consulting			\$0.00	\$80,000.00	\$80,000.00	\$0.00	Added / 5Yr Plan & Revised
	<b>Total for Line # 7</b>			<b>\$200,389.00</b>	<b>\$1,255,760.60</b>	<b>\$1,255,760.60</b>	<b>\$482,009.09</b>	
	<b>9. SITE IMPROVEMENTS</b>	<b>1450</b>						
NV39002006a	Site Improvements - PHAS Items Sherman			\$60,000.00	\$28,826.00	\$28,826.00	\$28,826.00	Expended
NV39002001	Site Improvement - PHAS Item - Marble Manor Gates			\$0.00	\$0.00	\$0.00	\$0.00	Removed
NV39002008	Exterior Lighting - Levy Gardens			\$0.00	\$8,591.96	\$8,591.96	\$8,591.96	Expended
NV39002008	Parking Lot Resurface - Levy Gardens			\$0.00	\$0.00	\$0.00	\$0.00	Removed
NV39002024	Parking Lot Resurface/Landscaping - Aida Brents			\$0.00	\$0.00	\$0.00	\$0.00	Removed
NV39002005	Exterior Lighting - Archie Grant			\$0.00	\$0.00	\$0.00	\$0.00	Removed
NV39002006b	Streets / Landscaping			\$0.00	\$0.00	\$0.00	\$0.00	Removed
NV39002011	Site Improvements			\$0.00	\$0.00	\$0.00	\$0.00	Removed
NV39002005	Site Improvements			\$0.00	\$0.00	\$0.00	\$0.00	Removed
	<b>Total for Line # 9</b>			<b>\$60,000.00</b>	<b>\$37,417.96</b>	<b>\$37,417.96</b>	<b>\$37,417.96</b>	

## Capital Fund Program Tables

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: <b>Housing Authority of the City of Las Vegas</b> 420 No. 10th Street, Las Vegas, Nevada 89101		Grant Type and Number Capital Fund Program Grant No: <b>NV39P00250102</b> Replacement Housing Factor Grant No:				Federal FY of Grant: <b>2002</b> Report Date as of : <b>01/31/05</b> Submitted to HUD : <b>03/09/05</b>		
Development Number/Name HA-Wide	General Description of Major Work Categories	Development Account	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
Activities		Number		(A)	(B)	(C)	(D)	
	<b>10. DWELLING STRUCTURES</b>	<b>1460</b>						
PHA Wide	Structure Improvements - PHAS Items			\$0.00	\$0.00	\$0.00	\$0.00	Removed
PHA Wide	504 Improvements			\$40,000.00	\$10,000.00	\$10,000.00	\$7,317.43	
NV39003021	HVAC Upgrade			\$275,000.00	\$0.00	\$0.00	\$0.00	<b>Completed 710 Budget</b>
PHA Wide	Microbial Remediation			\$100,000.00	\$441,421.44	\$441,421.44	\$224,455.43	Ongoing & Revised
NV39002006b	Interior / Exterior Rehabilitation		8 Units	\$0.00	\$25,847.00	\$25,847.00	\$25,847.00	Carry over 710 Budget & Expended
NV39002008	Boiler Replacement			\$0.00	\$0.00	\$0.00	\$0.00	Removed
NV39002021	Plumbing Upgrades - Common Area Sartini Plaza			\$0.00	\$0.00	\$0.00	\$0.00	Removed
NV39002012	Plumbing Upgrades - Common Area James Down			\$0.00	\$0.00	\$0.00	\$0.00	Removed
NV39002021	Plumbing Upgrades Unit - Sartini Plaza			\$0.00	\$0.00	\$0.00	\$0.00	Removed
NV39002026/31	Scattered Site Rehab / Homeownership Program			\$0.00	\$0.00	\$0.00	\$0.00	Removed
NV39002012	Fire Alarm Upgrade - James Down Towers			\$0.00	\$0.00	\$0.00	\$0.00	Removed
NV39002011	ECT 211 / Interior Improvements/ upgrades/HVAC/Roof			\$0.00	\$0.00	\$0.00	\$0.00	Removed
NV39002005	Archie Grant Interior Modernization			\$0.00	\$150,000.00	\$150,000.00	\$0.00	Added / 5 Year Plan
NV39002005	Archie Grant Abatement			\$0.00	\$380,000.00	\$380,000.00	\$9,000.00	Added / 5 Year Plan
	<b>Total For Line # 10</b>			<b>\$415,000.00</b>	<b>\$1,007,268.44</b>	<b>\$1,007,268.44</b>	<b>\$266,619.86</b>	
	<b>11. DWELLING EQUIPMENT</b>	<b>1465.1</b>						
NV39002006b	Appliance - ECT 206b			\$0.00	\$385.00	\$385.00	\$385.00	Added & Expended
	<b>Total for Line # 14</b>			<b>\$0.00</b>	<b>\$385.00</b>	<b>\$385.00</b>	<b>\$385.00</b>	
	<b>14. DEMOLITION</b>	<b>1485</b>						
NV39002011	Demolition			\$600,000.00	\$0.00	\$0.00	\$0.00	Removed
	<b>Total for Line # 14</b>			<b>\$600,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
	<b>17. RELOCATION</b>	<b>1495</b>						
PHA Wide	Relocation Archie Grant / Microbial / Environmental			\$30,000.00	\$60,000.00	\$60,000.00	\$0.00	Added & Revised
	<b>Total for Line # 17</b>			<b>\$30,000.00</b>	<b>\$60,000.00</b>	<b>\$60,000.00</b>	<b>\$0.00</b>	
	<b>18. DEVELOPMENT ACTIVITIES</b>	<b>1499</b>						
PHA Wide	Predevelopment Costs			\$253,000.00	\$0.00	\$0.00	\$0.00	Removed
	Construction Costs			\$849,000.00	\$0.00	\$0.00	\$0.00	Removed
	<b>Total for Line # 18</b>			<b>\$1,102,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part 3: Implementation Schedule**

PHA Name <b>Housing Authority of the City of Las Vegas</b>		Replacement Housing Factor Grant No:		Capital Fund # <b>NV39P00250102</b>		FFY of Grant Approval: <b>Report Date as of : 01/31/05</b> <b>Submitted to HUD : 03/09/05</b>	
Development Number / Name	Funds Obligated End of Quarter			Funds Expended End of Quarter			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Operations	9/30/2004			9/30/2006			
Management Improvements	9/30/2004			9/30/2006			
Administration	9/30/2004			9/30/2006			
Audit	9/30/2004			9/30/2006			
Fees & Costs	9/30/2004			9/30/2006			
Site Improvements PHA Wide	9/30/2004			9/30/2006			
PHA Wide 504 Imp	9/30/2004			9/30/2006			
NV 208 Site Imp	9/30/2004			9/30/2006			
NV 224 Site Imp	9/30/2004			9/30/2006			
NV 205 Site Imp	9/30/2004			9/30/2006			
PHA Wide - Struct Imp	9/30/2004			9/30/2006			
504 Improvements	9/30/2004			9/30/2006			
Microbial Remediation	9/30/2004			9/30/2006			
NV 206b Dowl. Imp	9/30/2004			9/30/2006			
NV 205 Dowl. Imp.	9/30/2004			9/30/2006			
NV 205 Abatement	9/30/2004			9/30/2006			
NV 206b Appliances	9/30/2004			9/30/2006			
Relocation	9/30/2004			9/30/2006			

# CAPITAL FUND PROGRAM TABLES

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name <b>Housing Authority of the City of Las Vegas</b> 330 North 11th Street, Las Vegas, NV.89101	Replacement Housing Factor Grant No:	Capital Fund Grant Number <b>NV39P00250103</b>	FFY of Grant Approval <b>2003</b>
--	--------------------------------------	---	--------------------------------------

[ ] Original Annual Statement [ ] Reserve for Disasters/Emergencies [ **xx** ] **Revised Annual Statement/Revision Number: 4**  
 [ ] 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 (4)	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$608,339.00	\$608,339.00	\$608,339.00	\$608,339.00
3	1408 Management Improvements Soft Costs	\$510,000.00	\$505,000.00	\$500,000.00	\$499,322.61
3a	Management Improvements Hard Costs				
4	1410 Administration	\$304,000.00	\$304,000.00	\$295,268.54	\$114,974.62
5	1411 Audit	\$5,000.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$350,000.00	\$10,000.00	\$0.00	\$0.00
8	1440 Site Acquisition				
9	1450 Site Improvement	\$250,000.00	\$608,950.00	\$128,950.00	\$77,774.00
10	1460 Dwelling Structures	\$984,356.00	\$925,406.00	\$0.00	\$0.00
11	1465 Dwelling Equipment - Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	\$0.00	\$50,000.00	\$0.00	
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495 Relocation Costs	\$30,000.00	\$30,000.00	\$21,130.00	\$21,130.00
18	1499 Development Activities				
19	1502 Contingency (may not exceed 8% of line 19)				
20	<b>Amount of Annual Grant (Sum of lines 1-20)</b>	<b>\$3,041,695.00</b>	<b>\$3,041,695.00</b>	<b>\$1,553,687.54</b>	<b>\$1,321,540.23</b>
	Amount of line 11 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00
	Amount of line 10 and 11 Related to Section 504 Compliance	\$9,000.00	\$9,000.00	\$0.00	\$0.00
	Amount of line 3 related to security - soft costs	\$500,000.00	\$500,000.00	\$500,000.00	\$499,322.61
	Amount of line 10 and 11 Related to Security - hard costs	\$0.00	\$0.00	\$0.00	\$0.00
	Amount of line 11 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00
	Collateralization Expenses or Debt Service				

Prepared by: Amparo Gamazo, LVHA Mod / Dev Project Mgr. \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by: Frederick Haron, LVHA Finance Manager \_\_\_\_\_ Date \_\_\_\_\_

Submitted by: Parviz Ghadiri, LVHA Executive Director \_\_\_\_\_ Date \_\_\_\_\_

Approved by: Stephen Schneller, Acting Director, HUD San Francisco \_\_\_\_\_ Date \_\_\_\_\_

Submitted to HUD March 9, 2005

# Capital Fund Program Tables

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name Housing Authority of the City of Las Vegas 420 No. 10th Street, Las Vegas, Nevada 89101		Grant Type and Number Capital Fund Program Grant No: NV39P00250103 Replacement Housing Factor Grant No:				Federal FY of Grant: 2003 Report as of : 1/31/2005 Submitted to HUD : 03/09/05		
Development Number/Name	General Description of Major Work Categories	Development Account	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
HA-Wide		Number		Original (A)	Revised (B)	Funds Obligated (C)	Funds Expended (D)	
<b>2. OPERATIONS</b>		<b>1406</b>						
PHA - Wide	Operations			\$608,339.00	\$608,339.00	\$608,339.00	\$608,339.00	Expended
<b>Total for Line # 2</b>				<b>\$608,339.00</b>	<b>\$608,339.00</b>	<b>\$608,339.00</b>	<b>\$608,339.00</b>	
<b>3. MANAGEMENT IMPROVEMENTS</b>		<b>1408</b>						
PHA Wide	Resident Security			\$500,000.00	\$500,000.00	\$500,000.00	\$499,322.61	
Soft Costs	Resident Training			\$10,000.00	\$5,000.00			
<b>Total for Line # 3</b>				<b>\$510,000.00</b>	<b>\$505,000.00</b>	<b>\$500,000.00</b>	<b>\$499,322.61</b>	
<b>4. ADMINISTRATION</b>		<b>1410</b>						
PHA Wide	Mod/Dev Director	66%		\$55,000.00	\$55,000.00	\$55,000.00		Removed Added
	Mod/Dev Coordinator - Project Manager	66%		\$50,000.00	\$50,000.00	\$50,000.00		
	Mod/Dev Coordinator - Project Manager	50%		\$20,000.00	\$25,000.00	\$25,000.00		
	Financial Analyst	50%		\$32,000.00	\$32,000.00	\$32,000.00		
	Administrative Assistant	50%		\$29,000.00	\$29,000.00	\$29,000.00		
	Administrative Assistant	33%		\$20,000.00	\$0.00	\$0.00		
	Executive Administrative Assisstance	49%		\$0.00	\$31,000.00	\$31,000.00		
	Fringe Benefits			\$84,000.00	\$72,580.00	\$72,580.00		
	Sub-Total			\$290,000.00	\$294,580.00	\$294,580.00	\$114,286.08	
	Travel/Training			\$4,000.00	\$4,000.00	\$198.00	\$198.00	Removed
	Sundry			\$5,000.00	\$5,420.00	\$490.54	\$490.54	
	Equipment			\$5,000.00	\$0.00			
<b>Total for Line #4</b>				<b>\$304,000.00</b>	<b>\$304,000.00</b>	<b>\$295,268.54</b>	<b>\$114,974.62</b>	
<b>5. AUDIT</b>		<b>1411</b>						
	Audit			\$5,000.00	\$0.00	\$0.00	\$0.00	Removed
<b>Total for Line # 5</b>				<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>7. FEES &amp; COSTS</b>		<b>1430</b>						
PHA Wide	Architectual / Engineering Services			\$300,000.00	\$0.00	\$0.00	\$0.00	Removed
PHA Wide	ECT 211 / Archie Grant Park / PHA Wide			\$50,000.00	\$10,000.00			
<b>Total for Line # 7</b>				<b>\$350,000.00</b>	<b>\$10,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

## Capital Fund Program Tables

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

Page 3 of 4

<b>PHA Name:</b> Housing Authority of the City of Las Vegas 420 North 10th Street, Las Vegas, NV 89101		<b>Grant Type and Number</b> Capital Fund Program Grant No: <b>NV39P00250103</b> Replacement Housing Factor Grant No:				<b>Federal FY of Grant: 2003</b> <b>Report as of : 1/31/2005</b> <b>Submitted to HUD : 03/09/05</b>		
Development	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
Number/Name HA-Wide Activities				Original (A)	Revised (B)	Funds Obligated (C)	Funds Expended (D)	
<b>9. SITE IMPROVEMENTS</b>		<b>1450</b>						
NV39002011	ECT 211 Site Improvements			\$250,000.00	\$0.00			Removed
NV39002005	Archie Grant Park			\$0.00	\$480,000.00			Added
NV39002008	Parking Lot Re-Surface - Levy Gardens			\$0.00	\$78,950.00	\$78,950.00	\$77,774.00	Added
NV39002024	Parking Lot Re-Surface - Aida Brents			\$0.00	\$50,000.00	\$50,000.00		Added
<b>Total for Line # 9</b>				<b>\$250,000.00</b>	<b>\$608,950.00</b>	<b>\$128,950.00</b>	<b>\$77,774.00</b>	
<b>10. DWELLING STRUCTURES</b>		<b>1460</b>						
PHA Wide	504 Improvements			\$9,000.00	\$9,000.00			
PHA Wide	Microbial Remediation			\$150,000.00	\$0.00			Removed
NV 211	ECT 211 Dwelling Rehabilitation			\$700,356.00	\$0.00			Removed
NV 205	Archie Grant/Interior Improvements/Upgrades/HVAC/ Paint/ fixtures/ windows/doors			\$125,000.00	\$916,406.00			
<b>Total For Line # 10</b>				<b>\$984,356.00</b>	<b>\$925,406.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>13. NON-DWELLING EQUIPMENT</b>		<b>1475</b>						
	Modernization vehicles			\$0.00	\$50,000.00			Added
<b>17. RELOCATION</b>		<b>1495</b>						
PHA Wide	Relocation Microbial/Archie Grant/504			\$30,000.00	\$30,000.00	\$21,130.00	\$21,130.00	Revised
<b>Total for Line # 17</b>				<b>\$30,000.00</b>	<b>\$30,000.00</b>	<b>\$21,130.00</b>	<b>\$21,130.00</b>	

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part 3: Implementation Schedule**

PHA Name <b>Housing Authority of the City of Las Vegas</b>			Replacement Housing Factor Grant No:		Capital Fund # <b>NV39P00250103</b>		Federal FY of Grant: <b>2003</b>
							Report as of : <b>01/31/05</b>
Development Number / Name	Funds Obligated End of Quarter			Funds Expended End of Quarter			Submitted to HUD : <b>03/09/05</b>
	Original	Revised	Actual	Original	Revised	Actual	
Operations	9/30/2005			9/30/2007			
Management Improvements	9/30/2005			9/30/2007			
Administration	9/30/2005			9/30/2007			
Audit	9/30/2005			9/30/2007			
Fees & Costs	9/30/2005			9/30/2007			
NV 205 Site Imp	9/30/2005			9/30/2007			
504 Improvements	9/30/2005			9/30/2007			
Microbial Remediation	9/30/2005			9/30/2007			
NV 205 Dwel. Imp	9/30/2005			9/30/2007			
Relocation	9/30/2005			9/30/2007			

# CAPITAL FUND PROGRAM TABLES

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name: <b>Housing Authority of the City of Las Vegas</b> 330 North 11th Street, Las Vegas, Nevada. 89101	Replacement Housing Factor Grant No:	Capital Fund Grant Number <b>NV39P00250203</b>	FFY of Grant Approval <b>2003 - 444 Bonus</b>
--	--------------------------------------	---	--

Original Annual Statement   
  Reserve for Disasters/Emergencies   
  **Revised Annual Statement/Revision Number: 3 as of 01/31/05**  
 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 (3)	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$189,652.00	\$189,652.00	\$18,952.00	\$18,952.00
3	1408 Management Improvements Soft Costs				
3a	Management Improvements Hard Costs				
4	1410 Administration	\$94,180.00	\$94,180.00	\$0.00	\$0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	\$150,000.00	\$150,000.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$389,432.00	\$451,932.00	\$0.00	\$0.00
11	1465 Dwelling Equipment - Nonexpendable	\$125,000.00	\$62,500.00	\$0.00	\$0.00
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency (may not exceed 8% of line 19)				
20	<b>Amount of Annual Grant (Sum of lines 1-20)</b>	<b>\$948,264.00</b>	<b>\$948,264.00</b>	<b>\$18,952.00</b>	<b>\$18,952.00</b>
	Amount of line 11 Related to LBP Activities	\$0.00			
	Amount of line 10 and 11 Related to Section 504 Compliance	\$0.00			
	Amount of line 3 related to security - soft costs	\$0.00			
	Amount of line 10 and 11 Related to Security - hard costs	\$0.00			
	Amount of line 11 Related to Energy Conservation Measures	\$0.00			
	Collateralization Expenses or Debt Service				

Prepared by: Amparo Gamazo, LVHA Mod / Dev Project Mgr. \_\_\_\_\_ Date \_\_\_\_\_  
 Reviewed by: Frederick Haron, LVHA Finance Manager \_\_\_\_\_ Date \_\_\_\_\_  
 Submitted by: Parviz Ghadiri, LVHA Executive Director \_\_\_\_\_ Date \_\_\_\_\_  
 Approved by: Stephen Schneller, Acting Director, HUD San Francisco \_\_\_\_\_ Date \_\_\_\_\_

Submitted to HUD March 9, 2005

## Capital Fund Program Tables

**Annual Statement/Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part II: Supporting Pages**

PHA Name Housing Authority of the City of Las Vegas 330 North 11th Street, Las Vegas, Nevada 89101		Grant Type and Number Capital Fund Program Grant No: NV39P00250203 Replacement Housing Factor Grant No:				Federal FY of Grant: 2003 Report Date as of: 01/31/05 Submitted to HUD : 03/09/05		
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Original Revised (A) (B)		Total Actual Cost Funds Obligated Funds Expended (C) (D)		Status of Proposed Work
PHA - Wide	<b>2. OPERATIONS</b> Operations	<b>1406</b>		\$189,652.00	\$189,652.00	\$18,952.00	\$18,952.00	
	<b>Total for Line # 2</b>			<b>\$189,652.00</b>	<b>\$189,652.00</b>	<b>\$18,952.00</b>	<b>\$18,952.00</b>	
PHA Wide	<b>4. ADMINISTRATION</b> Mod/Dev Director Mod/Dev Coordinator - Project Manager Mod/Dev Coordinator - Project Manager Financial Analyst Administrative Assistant Administrative Assistant Fringe Benefits	<b>1410</b>		\$15,000.00	\$15,000.00			
				\$10,000.00	\$10,000.00			
				\$13,000.00	\$13,000.00			
				\$13,000.00	\$13,000.00			
				\$10,000.00	\$10,000.00			
				\$10,000.00	\$10,000.00			
				\$23,180.00	\$23,180.00	\$0.00	\$0.00	
	Total			\$94,180.00	\$94,180.00	\$0.00	\$0.00	
	<b>Total for Line #4</b>			<b>\$94,180.00</b>	<b>\$94,180.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
NV39002005	<b>9. SITE IMPROVEMENTS</b> Archie Grant Park Site Improvements	<b>1450</b>		\$150,000.00	\$150,000.00			
	<b>Total for Line # 9</b>			<b>\$150,000.00</b>	<b>\$150,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
NV39002005	<b>10. DWELLING STRUCTURES</b> Archie Grant/Interior Improvements/Upgrades/HVAC/ Paint/ fixtures/ windows/doors	<b>1460</b>		\$389,432.00	\$451,932.00			Revised
	<b>Total For Line # 10</b>			<b>\$389,432.00</b>	<b>\$451,932.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
NV39002005	<b>11. DWELLING EQUIPMENT</b> Appliances - Archie Grant Park	<b>1465</b>		\$125,000.00	\$62,500.00			Revised
	<b>Total for Line # 17</b>			<b>\$125,000.00</b>	<b>\$62,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part 3: Implementation Schedule**

PHA Name <b>Housing Authority of the City of Las Vegas</b>	Replacement Housing Factor  Grant No:	Capital Fund #  <b>NV39P00250203</b>	FFY of Grant Approval: <b>2003</b> Report as of: <b>01/31/05</b> Submitted to HUD : <b>03/09/05</b>
---	---	--	---

Development Number / Name	Funds Obligated End of Quarter			Funds Expended End of Quarter			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Operations	9/30/2005			9/30/2007			
Administration	9/30/2005			9/30/2007			
NV 205 Site Imp.	9/30/2005			9/30/2007			
NV 205 Dwel. Imp.	9/30/2005			9/30/2007			
NV 205 Appliances	9/30/2005			9/30/2007			

# CAPITAL FUND PROGRAM TABLES

**Annual Statement / Performance and Evaluation Report**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name <b>Housing Authority of the City of Las Vegas</b> 330 North 11th Street, Las Vegas, NV. 89101	Replacement Housing Factor Grant No:	Capital Fund Grant Number <b>NV39P00250104</b>	FFY of Grant Approval <b>2004</b>
---	--------------------------------------	---	--------------------------------------

Original Annual Statement   
  Reserve for Disasters/Emergencies   
  **Revised Annual Statement/Revision Number: 1 as of 01/31/05**  
 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 (1)	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$389,613.00	\$707,477.40	\$707,477.40	\$0.00
3	1408 Management Improvements Soft Costs	\$725,000.00	\$707,477.40	\$707,477.40	\$0.00
3a	Management Improvements Hard Costs				
4	1410 Administration	\$393,471.00	\$353,738.70	\$290,286.70	\$0.00
5	1411 Audit	\$0.00		\$0.00	\$0.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$170,000.00	\$170,000.00	\$0.00	\$0.00
8	1440 Site Acquisition				
9	1450 Site Improvement	\$100,000.00	\$100,000.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$1,759,303.00	\$1,498,693.50	\$0.00	\$0.00
11	1465 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 Relocation Costs			\$0.00	\$0.00
18	1499 Development Activities				
19	1502 Contingency (may not exceed 8% of line 19)				
20	<b>Amount of Annual Grant (Sum of lines 1-20)</b>	<b>\$3,537,387.00</b>	<b>\$3,537,387.00</b>	<b>\$997,764.10</b>	<b>\$0.00</b>
	Amount of line 11 Related to LBP Activities	\$0.00			
	Amount of line 10 and 11 Related to Section 504 Compliance	\$10,000.00			
	Amount of line 3 related to security - soft costs	\$707,477.40			
	Amount of line 10 and 11 Related to Security - hard costs	\$0.00			
	Amount of line 11 Related to Energy Conservation Measures	\$0.00			
	Collateralization Expenses or Debt Service				

Prepared by: Amparo Gamazo, LVHA Mod / Dev Project Mgr.

Reviewed by: Frederick Haron, LVHA Finance Manager

Submitted by: Parviz Ghadiri, LVHA Executive Director

Approved by: Stephen Schneller, Director, HUD San Francisco

\_\_\_\_\_ Date \_\_\_\_\_  
*Submitted to HUD March 9, 2005*  
 \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_ Date \_\_\_\_\_

# Capital Fund Program Tables

## Annual Statement/Performance and Evaluation Report

### Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

#### Part II: Supporting Pages

PHA Name Housing Authority of the City of Las Vegas 330 No. 11th Street, Las Vegas, Nevada 89101		Grant Type and Number Capital Fund Program Grant No: NV39P00250104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004 Report date as of : 01/31/05 Submitted to HUD : 03/09/05		
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost Original Revised		Total Actual Cost Funds Obligated Funds Expended		Status of Proposed Work
				(A)	(B)	(C)	(D)	
<b>2. OPERATIONS</b>		<b>1406</b>						
PHA - Wide	Operations			\$389,613.00	\$707,477.40	\$707,477.40		Revised
<b>Total for Line # 2</b>				<b>\$389,613.00</b>	<b>\$707,477.40</b>	<b>\$707,477.40</b>	<b>\$0.00</b>	
<b>3. MANAGEMENT IMPROVEMENTS</b>		<b>1408</b>						
PHA Wide	Resident Security			\$715,000.00	\$707,477.40	\$707,477.40		Revised
Soft Costs	Resident Training			\$10,000.00				Deleted
<b>Total for Line # 3</b>				<b>\$725,000.00</b>	<b>\$707,477.40</b>	<b>\$707,477.40</b>	<b>\$0.00</b>	
<b>4. ADMINISTRATION</b>		<b>1410</b>						
PHA Wide	Mod/Dev Director	25%		\$21,502.00	\$18,773.98			
	Project Manager	65%		\$49,402.08	\$43,621.83			
	Construction Manager	45%		\$32,554.08	\$28,647.59			
	Financial Analyst	75%		\$47,970.00	\$42,213.60			
	Administrative Assistant	60%		\$32,273.00	\$28,400.24			
	Executive Administrative Assistant	75%		\$46,780.50	\$41,166.84			
	Fringe Benefits			\$99,389.34	\$87,462.62			
	<b>Total</b>			<b>\$329,871.00</b>	<b>\$290,286.70</b>	<b>\$290,286.70</b>	<b>\$0.00</b>	Revised
	Travel/Training			\$3,000.00	\$2,852.00			Revised
	Sundry			\$41,600.00	\$41,600.00			
	Office Rent/Xerox			\$19,000.00	\$19,000.00			
<b>Total for Line #4</b>				<b>\$393,471.00</b>	<b>\$353,738.70</b>	<b>\$290,286.70</b>	<b>\$0.00</b>	
<b>5. AUDIT</b>		<b>1411</b>						
	Audit			\$0.00				
<b>Total for Line # 5</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>7. FEES &amp; COSTS</b>		<b>1430</b>						
PHA Wide	Architectual / Engineering Services			\$50,000.00	\$50,000.00			
NV39002005	Architectual / Engineering Services-Archie Grant			\$20,000.00	\$20,000.00			
PHA Wide	Microbial / Environmental			\$100,000.00	\$100,000.00			
<b>Total for Line # 7</b>				<b>\$170,000.00</b>	<b>\$170,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

## Capital Fund Program Tables

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

<b>PHA Name:</b> Housing Authority of the City of Las Vegas 330 North 11th Street, Las Vegas, NV 89101		<b>Grant Type and Number</b> Capital Fund Program Grant No: NV39P00250104 Replacement Housing Factor Grant No:				<b>Federal FY of Grant: 2004</b> Report date as of : 01/31/05 Submitted to HUD : 03/09/05		
Development	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
Number/Name HA-Wide Activities				Original (A)	Revised (B)	Funds Obligated (C)	Funds Expended (D)	
	<b>9. SITE IMPROVEMENTS</b>	<b>1450</b>						
NV39002005	Archie Grant Park			\$100,000.00	\$100,000.00			
	<b>Total for Line # 9</b>			<b>\$100,000.00</b>	<b>\$100,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
	<b>10. DWELLING STRUCTURES</b>	<b>1460</b>						
PHA Wide	504 Improvements			\$10,000.00	\$10,000.00			
PHA Wide	Microbial Remediation			\$100,000.00	\$100,000.00			
NV39002005	Archie Grant/Interior Improvements/Upgrades/HVAC/ Paint/ fixtures/ windows/doors			\$1,649,303.00	\$1,388,693.50			Revised
	<b>Total For Line # 10</b>			<b>\$1,759,303.00</b>	<b>\$1,498,693.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	
	<b>17. RELOCATION</b>	<b>1495</b>						
PHA Wide	Relocation			\$0.00				
	<b>Total for Line # 17</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

**Annual Statement / Performance and Evaluation Report**

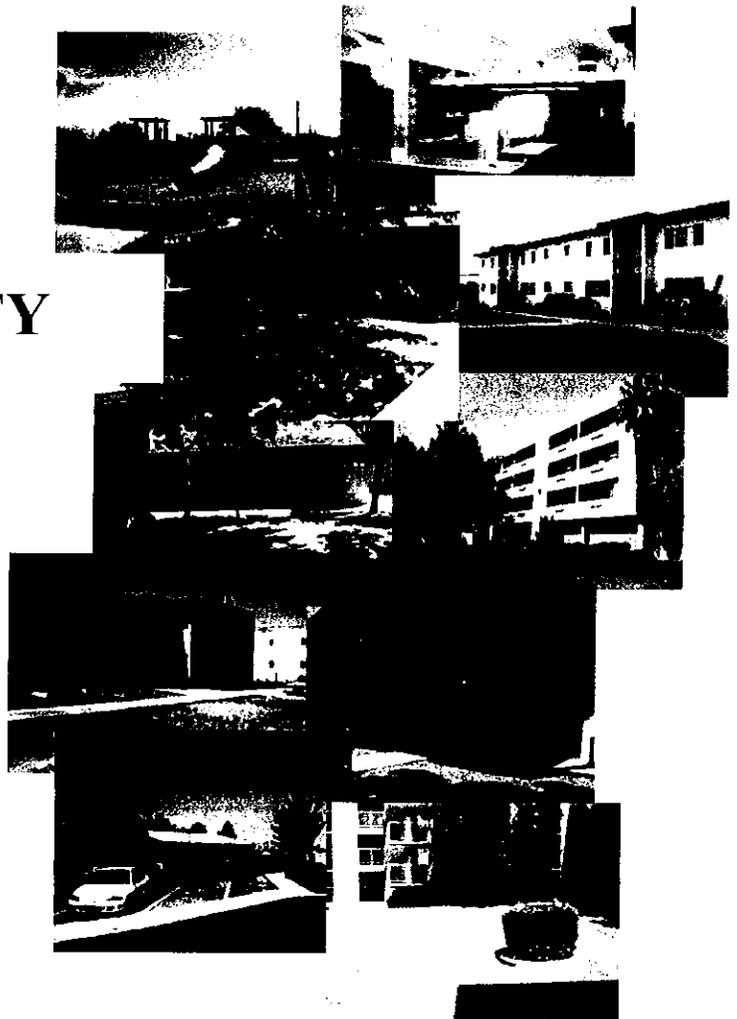
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part 3: Implementation Schedule**

PHA Name <b>Housing Authority of the City of Las Vegas</b>		Replacement Housing Factor Grant No:		Capital Fund # <b>NV39P00250104</b>		FFY of Grant Approval: 2004 Report date as of : <b>01/31/05</b>	
Development Number / Name	Funds Obligated End of Quarter			Funds Expended End of Quarter			<b>Submitted to HUD : 03/09/05</b> Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Operations	9/7/2006			9/7/2008			
Management Improvements	9/7/2006			9/7/2008			
Administration	9/7/2006			9/7/2008			
Fees & Costs	9/7/2006			9/7/2008			
Site Improvement	9/7/2006			9/7/2008			
Dwelling Structures	9/7/2006			9/7/2008			

# PHYSICAL NEEDS ASSESSMENT DISK INCLUDED

**HOUSING AUTHORITY  
OF THE  
CITY OF LAS VEGAS**  
MARCH 8, 2004



**MR. PARVIZ GHADIRI  
EXECUTIVE DIRECTOR  
HOUSING AUTHORITY OF THE CITY OF LAS VEGAS  
340 NORTH 11TH STREET  
LAS VEGAS, NEVADA 89101  
702/922-6800**

**PREPARED BY:  
NATIONAL FACILITY CONSULTANTS, INC.  
2440 SANDY PLAINS ROAD  
BUILDING TWO, SUITE 100  
MARIETTA, GEORGIA 30066  
770/977-4134**



THE PHA PROFESSIONALS™

March 12, 2004

CORPORATE OFFICE

2440 SANDY PLAINS ROAD  
BUILDING TWO  
MARIETTA, GEORGIA 30066  
TEL: 770/977-4134  
FAX: 770/977-0156

Mr. Parviz Ghadiri  
Executive Director  
Housing Authority of the City of Las Vegas  
340 North 11<sup>th</sup> Street  
Las Vegas, Nevada 89101

Dear Mr. Ghadiri:

Enclosed, please find five copies of the final report of the Physical Needs Assessment for the Las Vegas Housing Authority. This represents the completion of our contract dated June 9, 2003. Also included in the master copy is the electronic database of work items using Microsoft Excel.

The database is currently sorted by development number, account number, and work item type, in that order. Note that this can be sorted using the sort capabilities of Microsoft Excel. There is a limit of three sort criteria in that program.

Your modernization and development staff had put comments regarding work items for currently accessible units that did not show up in the report. If there are no work items for currently accessible units in the accessibility needs summary, then the unit was fully compliant with 504 and ADA requirements.

As always, we appreciate this opportunity to work with you and the Housing Authority of the City of Las Vegas. If you should have any questions or concerns regarding the enclosed or need additional information of any kind, please don't hesitate to contact me at (770) 977-4134.

Sincerely,

W. Sawyer Shirley, P. E.  
President  
National Facility Consultants, Inc.

WSS/mp

# TABLE OF CONTENTS

EXECUTIVE SUMMARY

INTRODUCTION

METHODOLOGY

PHYSICAL NEEDS SUMMARY

PHYSICAL NEEDS BY DEVELOPMENT

APPENDIX

*Survey Forms*

*Printout of Database*



## **EXECUTIVE SUMMARY**

# HOUSING AUTHORITY OF THE CITY OF LAS VEGAS

## PHYSICAL NEEDS ASSESSMENT

### EXECUTIVE SUMMARY

The Housing Authority of the City of Las Vegas (LVHA) contracted with National Facility Consultants, Inc., (NFC) to perform a Comprehensive Physical Needs Assessment and Feasibility Study for the Public Housing units managed by the Authority. The purpose of this study is to cost and prioritize the Authority's capital improvement needs over the next twenty years. The completion of this study is the first step of a long process which is intended to keep the Authority's developments as a viable housing option for low-income residents of the City of Las Vegas.

The Housing Authority of the City of Las Vegas manages and maintains a total of 2,077 units of assisted housing in twenty four (24) developments. The Physical Needs Assessment was conducted for 20 developments. All of the developments are located inside the City of Las Vegas, Nevada. The other 4 developments are under Demolition/Homeownership process and did not require a Physical Needs Assessment at this time.

This report is broken into four major sections. The first section contains an introduction to the Physical Needs Assessment and why it is needed. The next section includes the methodology of how the Physical Needs Assessment was completed. The third section contains a cost summary of all physical needs by development number. The last section includes the actual cost and priority of each work item for each development for both physical improvement and accessibility needs.

As part of this service, NFC is also providing a determination of the viability of each of the developments as well as specific recommendations for changes in density, designation, use, or other aspects of the properties, where applicable. Each of the developments included in this assessment are addressed below:

#### **NV 002-1/2/3A/4 – Marble Manor**

Marble Manor is a 235-unit family development consisting of units ranging in size from one to four bedrooms. It was constructed in 1952 and consists of single-story, semi-detached housing units on a large site. The density of the site is 7.3 units per acre and this development is viable in its current use.

### **NV 002-3B – Marble Manor Annex**

Marble Manor Annex is a 20-unit family development consisting of units ranging in size from one to four bedrooms. It was constructed in 1952 and consists of single-story, semi-detached housing units. The density of the site is 8.0 units per acre and this development is viable in its current use.

### **NV 002-5 – Archie Grant**

Archie Grant is a development designated for occupancy by the elderly and disabled consisting of 125 units ranging in size from zero to two bedrooms. It was constructed in 1963 and consists of single-story, semi-detached and detached units. The unit density is 13.12 units per acre on a site of almost ten acres. In order to ensure long-term viability, consideration may be given to eliminating the efficiency (0 Bedroom) units by combining two efficiencies into one large one-bedroom unit. In addition, the Authority may consider the designation of this development for occupancy by persons 62 or older, however, must demonstrate that they can meet the needs of the disabled population in the remainder of the housing stock by developing an Allocation Plan. Although units are in need of modernization, this development is viable for the long term in its current use.

### **NV 002-6A – Sherman Gardens Annex**

Sherman Gardens Annex is a 154-unit family development consisting of units ranging in size from one to four bedrooms. It was constructed in 1965 and consists of one and two-story semi-detached units. Although the units are in need of substantial modernization, this development represents a significant portion of the available family housing in the PHA's stock. The unit density is 8.8 units per acre, making this development more viable than others in the stock. Consideration should be given to completing substantial modernization similar to that performed on NV 002-6B as funding permits; however, this development is viable in its current use.

### **NV 002-6B – Ernie Cragin Terrace**

This portion of Ernie Cragin Terrace is a 40-unit family development consisting of units ranging in size from one to four bedrooms. It was constructed in 1962 and consists of one and two-story semi-detached units. The development density is 10.0 units per acre and units have undergone substantial renovation in the past two years making them some of the most viable family units in

the stock. This development is viable in its current use; however, consideration may be given to gating this community in the future to enhance its level of security and appeal.

**NV 002-8 – Harry Levy Gardens**

Harry Levy Gardens is a 150-unit development designated for occupancy by those persons 62 and older only with units ranging in size from zero to two bedrooms. It was constructed in 1968 and is a three-story mid-rise building with interior unit access. This development is viable in its current use; however, future modernization may include the combination of units to eliminate the efficiency units and create larger one-bedroom or two-bedroom units, depending upon the configuration.

**NV 002-9 – Ernie Cragin Terrace**

This portion of Ernie Cragin Terrace is an 86-unit family development consisting of units ranging in size from one to four bedrooms. It was constructed in 1971 and consists of one and two-story semi-detached units. The development density is 20.4 acres and the site is relatively small. Although modernization would improve the viability of this development, consideration may also be given to partial demolition of some of the two-story buildings in order to reduce the high density.

**NV 002-10 – Ernie Cragin Terrace**

This portion of Ernie Cragin Terrace is an 84-unit family development consisting of units ranging in size from one to five bedrooms. It was constructed in 1971 and consists of one and two-story semi-detached units. The development density is 10.3 acres, thus, increasing the development viability. Although modernization is required, the Authority may consider limiting its investment for the next five to ten years to determine the future need for this type of unit in the future. A limited modernization package should be designed and estimated to ensure viability for a ten-year period.

**NV 002-12 – James Down Tower**

James Down Tower is a 200-unit development designated for occupancy by those persons 62 and older only with units ranging in size from one to two bedrooms. It was constructed in 1972 and

is a four-story mid-rise building with interior unit access. This development is viable in its current use.

**NV 002-13 – Ernie Cragin Terrace**

This portion of Ernie Cragin Terrace is an 81-unit family development consisting of units ranging in size from one to five bedrooms. It was constructed in 1972 and consists of one and two-story semi-detached units. The development density is 10.5 acres, thus, increasing the development viability. Although modernization is required, the Authority may consider limiting its investment for the next five to ten years to determine the future need for this type of unit in the future. A limited modernization package should be designed and estimated to ensure viability for a ten-year period.

**NV 002-14 – Sherman Gardens**

Sherman Gardens is an 80-unit family development consisting of two-bedroom units. Units are walk-up and have exterior entries through breezeways. It was constructed in 1974 and is viable in its current use.

**NV 002-15 – Villa Capri**

Villa Capri is a 60-unit family development consisting of two and three-bedroom units. Units are walk-up and have exterior entries through breezeways. It was constructed in 1978 and is viable in its current use.

**NV 002-21 – Sartini Plaza**

Sartini Plaza is a 220-unit development designated for occupancy by persons 62 and older only consisting of units ranging in size from one to two bedrooms. This development was constructed in 1981 and is a four-story midrise building with interior unit entries. This development is viable in its current use.

**NV 002-22A – Vera Johnson**

This portion of Vera Johnson is a 76-unit family development consisting of units ranging in size from two to three bedrooms. It was constructed in 1984 and consists of one and two-story semi-

detached units on a small site. The development density is 15.7 units per acre and consideration may be given to reducing that density slightly by demolishing two-story units and creating more green space. This development is viable in its current use.

**NV 002-22B – Vera Johnson**

This portion of Vera Johnson is a 112-unit family development consisting of units ranging in size from two to three bedrooms. It was constructed in 1984 and consists of one and two-story semi-detached units. The development density is 15.7 units per acre and this development is viable in its current use.

**NV 002-24 – Aida Brents**

Aida Brents is a development designated for occupancy by the elderly and disabled consisting of 24 one-bedroom units. It was constructed in 1984 and consists of units in a single-story building with interior unit entries. The Authority may consider the designation of this development for occupancy by persons 62 or older, however, must demonstrate that they can meet the needs of the disabled population in the remainder of the housing stock by developing an Allocation Plan. This development is viable for the long term in its current use.



# INTRODUCTION

## INTRODUCTION

As stated earlier, the purpose of the Physical Needs Assessment is to cost and prioritize capital improvement needs throughout the Authority's twenty developments. Because the Authority provides housing to low-income residents, the LVHA depends on funds from the Capital Fund Program to make physical improvements to each Housing Authority property. Since the passage of the Quality Housing and Work Responsibility Act (QHWRA), which instituted the Capital Fund Program, the LVHA has received \$18,577,392 through the Capital Fund Program. The table below includes a breakdown of the CFP monies received since Federal Fiscal Year (FFY) 2000. The LVHA will receive \$5,437,948 through the FY2003 Capital Fund Program which includes the additional amount authorized by HUD.

FFY	CFP AMOUNT	RHF AMOUNT	TOTAL FUNDING
2003A	\$948,264	\$0	\$948,264
2003	\$3,041,695	\$1,447,987	\$4,489,684
2002	\$3,934,717	\$1,514,929	\$5,449,646
2001	\$2,897,613	\$1,469,726	\$4,367,339
2000	\$2,833,738	\$1,436,985	\$4,270,723

On the surface it seems that since the Authority has received over \$18 million through the Capital Fund Program over the last four years, all capital improvement needs should be able to be met. This is not the case. There are two major causes for this. First, when examining the Authority's twenty developments more closely it is found that 1,315 or 74% of the units were built over 30 years ago. In fact, the newest developments were constructed in 1984, almost twenty years ago. Some of these developments have never had any comprehensive modernization. The cost of a comprehensive modernization of a medium sized development will use up the majority of one year's CFP money. Next, there is a high turnover among the Authority's tenants. The constant stream of tenants moving in and out of units takes its toll on the interior of the units.

The combination of these two factors make the cost of modernization higher than would be expected. Therefore, it is imperative that the Authority plan well to make sure the Public Housing developments remain a viable housing option for low-income residents.

The physical condition of the Authority's units has been enhanced through the use of the Capital Fund Program (CFP) funding allocations. Yet, the housing stock, in certain developments, needs considerable

improvements to; (1) reduce the expanding maintenance costs associated with the upkeep of the sites and, (2) to achieve market competitiveness.

Previous modernization funding at the Housing Authority has primarily been used to complete physical and management needs associated with the following:

- Modifications to private and public space in order to comply with 504 Regulations.
- Completing various emergency repairs throughout the twenty (20) developments under the Authority's management.
- Routine modernization activities, along with completing normal maintenance life cycling work items.

As mentioned earlier, the Housing Authority received approximately \$4.5 million in Capital Fund Program (CFP) funding for FFY 2003. This amount signifies a cut in funding of approximately 20% since FFY 2002, although HUD assures that bonus funds in an amount to the shortfall will be forthcoming later on in FFY 2003. This annual funding level is projected to continue as long as the federal government's commitment to public housing remains at its present level.



## METHODOLOGY

## **METHODOLOGY**

The PNA was developed in three different but interrelated phases. First, physical inspections were performed on all applicable units. Next, work items were developed for each development based on the inspections. Last, all work items were given an estimated cost and prioritized based on need.

Because of the Authority's size, physical inspections of the designated units were performed in two different site visits. The first was Tuesday, June 10 through Thursday, June 12, 2003. The second visit was Monday, July 21 through Thursday, July 24, 2003. All unit inspections were performed using the Unit Survey Form and/or Unit Accessibility Survey Form. Copies of these forms are located in Appendix A. The Authority provided residents with advance notice of the inspection for occupied units according to the policy.

As required by the contract, NFC conducted inspections on all grounds, all non-dwelling facilities, all Section 504 dwelling units and 10% of all dwelling units. This report documents the results of those inspections.

Inspections included all building exteriors, management and community buildings, the mechanical rooms, roofs, and approximately two hundred (200) multi-family and single-family unit interiors. Site conditions were also inspected to evaluate the condition of the development.

Once the site visits were completed, the Survey Forms were reviewed to determine a list of work items for each development. As these work items were developed, a priority was given to each. The priority was determined by a combination of the surveyor's opinion of the condition of the work item and information about when the work item was last completed. These work items include all issues discussed above.

Once all work items were placed in the Physical Needs Assessment, costs were estimated. The quantity of each work item was derived by taking the information gathered and multiplying it by the total number of units in each development. For instance, if window replacement was a work item. The number of windows in a one bedroom would be multiplied by the number of one bedroom units; the number of windows in a two bedroom unit would be multiplied by the number of two bedroom units and so on until a total quantity was reached.

The prices per unit were obtained from one of the following sources:

1. R.S. Means Repair and Remodeling Cost Data 2003
2. Means ADA Compliance Pricing Guide
3. Estimates based on Consultant's Expertise

The resulting unit costs were then multiplied by the quantities to produce a total item cost per occurrence.

Although many of the physical needs are urgent, the work items were prioritized according to safety concerns, HUD mandates, and improving the quality of living conditions. Qualifications for priority ranking were as follows:

- Resident safety and compliance with local safety codes were the first factors in determining the urgency of a work item.
- The second determining factor was complying with the HUD mandate as follows: "whenever there is a component that is not functional or serviceable, the physical work for that item shall comply with the mandatory standards set forth in the Mandatory Standards Handbook 7485.2, as revised, including the following items: (1) Energy Conservation Measures, (2) Physical Accessibility Costs, and (3) Lead Based Paint Testing and Abatement Costs".
- The quality of living condition was considered to be the third factor for urgency of need. The condition of the living environment directly affects the residents' pride and morale. The developments need to evolve as a viable alternative to low rent housing in the community. Many of the urgent work items are directed toward developing these properties to be presentable, appealing communities.

The Priority/Urgency of Need of a work item was based upon a scale of 1 through 5, with 1 being 'high priority' and 5 being 'low priority'. The timeframe for completion of a work item is based on the priority. The table on the following page represents the timeframes in which each priority should be completed.

<b>PRIORITY</b>	<b>TIMEFRAME FOR COMPLETION</b>
1	Immediate
2	1 to 5 years
3	6 to 10 years
4	11 to 15 years
5	16 to 20 years

Because the Physical Needs Assessment covers a twenty year period, there are some items, such as appliances, that will need to be replaced more than once. For the purposes of this assessment, cycling was not taken into consideration because the replacement of appliances is considered an ongoing maintenance issue. If cycling is taken into consideration the additional costs of replacement appliances would need to be included in the physical needs amount for each development.



# PHYSICAL NEEDS SUMMARY

# Housing Authority of the City of Las Vegas

## Physical Needs Assessment Summary

Development Number	Development Name	Number of Units	Total Physical Needs	Total Physical Needs Per Unit	Priority
NV 002-1/2/3A/4	Marble Manor	235	\$8,788,445	\$37,398	4
NV 002-3B	Marble Manor Annex	20	\$1,171,829	\$58,591	4
NV 002-5	Archie Grant	125	\$6,129,107	\$49,033	1
NV 002-6A	Sherman Gardens Annex	154	\$4,725,511	\$30,685	5
NV 002-6B	Ernie Cragin Terrace	40	\$1,495,723	\$37,393	5
NV 002-8	Harry Levy	150	\$5,129,988	\$34,200	5
NV 002-9	Ernie Cragin Terrace	86	\$5,836,898	\$67,871	2
NV 002-10	Ernie Cragin Terrace	84	\$5,329,714	\$63,449	2
NV 002-12	James Down Towers	200	\$6,553,069	\$32,765	3
NV 002-13	Ernie Cragin Terrace	81	\$5,377,976	\$66,395	2
NV 002-14	Sherman Gardens	80	\$2,059,601	\$25,745	5
NV 002-15	Villa Capri	60	\$1,557,204	\$25,953	5
NV 002-21	Sartini Plaza	220	\$5,294,359	\$24,065	5
NV 002-22A	Vera Johnson Plaza "A"	76	\$3,246,894	\$42,722	3
NV 002-22B	Vera Johnson Plaza "B"	112	\$4,180,020	\$37,322	3
NV 002-24	Aida Brents	24	\$1,205,886	\$50,245	2
NV 002-46	Sartini Plaza Annex	39	\$1,840,804	\$47,200	4
<b>Total</b>		<b>1,786</b>	<b>\$69,923,028</b>	<b>\$39,151</b>	

# Housing Authority of the City of Las Vegas

Physical Needs by Priority Summary

Development Number	Development Name	Physical Needs by Priority					Total
		1	2	3	4	5	
NV 002-1/2/3A/4	Marble Manor	\$85,997	\$644,825	\$0	\$8,057,623	\$0	\$8,788,445
NV 002-3B	Marble Manor Annex	\$12,284	\$51,900	\$0	\$1,107,645	\$0	\$1,171,829
NV 002-5	Archie Grant	\$5,260,783	\$1,021,549	40,774	\$0	\$0	\$6,323,106
NV 002-6A	Sherman Gardens Annex	\$50,681	\$0	\$0	\$0	\$4,674,829	\$4,725,510
NV 002-6B	Ernie Cragin Terrace	\$203,108	\$0	\$0	\$0	\$1,292,614	\$1,495,722
NV 002-8	Harry Levy	\$247,509	\$473,400	\$0	\$0	\$4,409,079	\$5,129,988
NV 002-9	Ernie Cragin Terrace	\$52,146	\$5,784,752	\$0	\$0	\$0	\$5,836,898
NV 002-10	Ernie Cragin Terrace	\$49,091	\$5,280,623	\$0	\$0	\$0	\$5,329,714
NV 002-12	James Down Towers	\$52,530	\$50,000	\$6,450,539	\$0	\$0	\$6,553,069
NV 002-13	Ernie Cragin Terrace	\$38,823	\$5,339,153	\$0	\$0	\$0	\$5,377,976
NV 002-14	Sherman Gardens	\$14,559	\$53,161	\$0	\$0	\$1,991,882	\$2,059,602
NV 002-15	Villa Capri	\$7,801	\$425,207	\$0	\$0	\$1,124,196	\$1,557,204
NV 002-21	Sartini Plaza	\$59,255	\$0	\$0	\$0	\$5,235,105	\$5,294,360
NV 002-22A	Vera Johnson Plaza "A"	\$15,234	\$0	\$3,231,660	\$0	\$0	\$3,246,894
NV 002-22B	Vera Johnson Plaza "B"	\$37,371	\$30,763	\$4,111,887	\$0	\$0	\$4,180,021
NV 002-24	Aida Brentis	\$138,024	\$355,249	\$667,614	\$0	\$45,000	\$1,205,887
NV 002-46	Sartini Plaza Annex	\$16,106	\$201,432	\$0	\$1,623,266	\$0	\$1,840,804
<b>Total</b>		<b>\$6,341,302</b>	<b>\$19,712,014</b>	<b>\$14,502,474</b>	<b>\$10,788,534</b>	<b>\$18,772,705</b>	<b>\$70,117,029</b>

\* Priority Code #1 includes all Accessible work items.



# **PHYSICAL NEEDS BY DEVELOPMENT**

# Housing Authority of the City of Las Vegas

## Physical Needs Assessment Summary

**Development Number: NV 002-1/2/3A/4**

**Development Name: Marble Manor**

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$40,000	\$3,155,193	\$3,195,193
1460	Dwelling Structure	\$33,894	\$5,029,358	\$5,063,252
1465	Dwelling Equipment	\$0	\$235,000	\$235,000
1470	Non-Dwelling Structure	\$0	\$270,000	\$270,000
1475	Non-Dwelling Equipment	\$0	\$25,000	\$25,000
<b>Total</b>		<b>\$73,894</b>	<b>\$8,714,551</b>	<b>\$8,788,445</b>

**Development Number: NV 002-3B**

**Development Name: Marble Manor Annex**

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$10,000	\$739,580	\$749,580
1460	Dwelling Structure	\$2,284	\$349,965	\$352,249
1465	Dwelling Equipment	\$0	\$20,000	\$20,000
1470	Non-Dwelling Structure	\$0	\$25,000	\$25,000
1475	Non-Dwelling Equipment	\$0	\$25,000	\$25,000
<b>Total</b>		<b>\$12,284</b>	<b>\$1,159,545</b>	<b>\$1,171,829</b>

# Housing Authority of the City of Las Vegas

## Physical Needs Assessment Summary

Development Number: NV 002-5

Development Name: Archie Grant

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$6,000	\$930,199	\$936,199
1460	Dwelling Structure	\$50,749	\$4,907,748	\$4,958,497
1465	Dwelling Equipment	\$0	\$125,000	\$125,000
1470	Non-Dwelling Structure	\$11,873	\$95,426	\$107,299
1475	Non-Dwelling Equipment	\$0	\$2,112	\$2,112
<b>Total</b>		<b>\$68,622</b>	<b>\$6,060,485</b>	<b>\$6,129,107</b>

Development Number: NV 002-6A

Development Name: Sherman Gardens Annex

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$15,000	\$1,538,992	\$1,553,992
1460	Dwelling Structure	\$25,681	\$2,960,935	\$2,986,616
1465	Dwelling Equipment	\$0	\$154,000	\$154,000
1470	Non-Dwelling Structure	\$0	\$30,903	\$30,903
<b>Total</b>		<b>\$40,681</b>	<b>\$4,684,830</b>	<b>\$4,725,511</b>

# Housing Authority of the City of Las Vegas

## Physical Needs Assessment Summary

**Development Number: NV 002-6B**

**Development Name: Ernie Cragin Terrace**

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$3,000	\$217,842	\$220,842
1460	Dwelling Structure	\$3,446	\$1,156,635	\$1,160,081
1465	Dwelling Equipment	\$0	\$64,800	\$64,800
1475	Non-Dwelling Equipment	\$0	\$50,000	\$50,000
<b>Total</b>		<b>\$6,446</b>	<b>\$1,489,277</b>	<b>\$1,495,723</b>

**Development Number: NV 002-8**

**Development Name: Harry Levy Gardens**

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$0	\$520,246	\$520,246
1460	Dwelling Structure	\$14,856	\$3,682,883	\$3,697,739
1465	Dwelling Equipment	\$0	\$150,000	\$150,000
1470	Non-Dwelling Structure	\$1,857	\$435,146	\$437,003
1475	Non-Dwelling Equipment	\$0	\$325,000	\$325,000
<b>Total</b>		<b>\$16,713</b>	<b>\$5,113,275</b>	<b>\$5,129,988</b>

# Housing Authority of the City of Las Vegas

## Physical Needs Assessment Summary

**Development Number: NV 002-9**

**Development Name: Ernie Cragin Terrace**

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$25,299	\$1,129,239	\$1,154,538
1460	Dwelling Structure	\$26,847	\$4,494,513	\$4,521,360
1465	Dwelling Equipment	\$0	\$86,000	\$86,000
1470	Non-Dwelling Structure	\$0	\$25,000	\$25,000
1475	Non-Dwelling Equipment	\$0	\$50,000	\$50,000
<b>Total</b>		<b>\$52,146</b>	<b>\$5,784,752</b>	<b>\$5,836,898</b>

**Development Number: NV 002-10**

**Development Name: Ernie Cragin Terrace**

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$22,719	\$1,537,440	\$1,560,159
1460	Dwelling Structure	\$26,372	\$3,509,183	\$3,535,555
1465	Dwelling Equipment	\$0	\$84,000	\$84,000
1470	Non-Dwelling Structure	\$0	\$150,000	\$150,000
<b>Total</b>		<b>\$49,091</b>	<b>\$5,280,623</b>	<b>\$5,329,714</b>

# Housing Authority of the City of Las Vegas

## Physical Needs Assessment Summary

Development Number: NV 002-12

Development Name: James Down Towers

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$2,697	\$762,125	\$764,822
1460	Dwelling Structure	\$47,071	\$3,958,333	\$4,005,404
1465	Dwelling Equipment	\$0	\$200,000	\$200,000
1470	Non-Dwelling Structure	\$2,762	\$1,580,081	\$1,582,843
<b>Total</b>		<b>\$52,530</b>	<b>\$6,500,539</b>	<b>\$6,553,069</b>

Development Number: NV 002-13

Development Name: Ernie Cragin Terrace

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$10,899	\$1,511,256	\$1,522,155
1460	Dwelling Structure	\$27,924	\$3,696,897	\$3,724,821
1465	Dwelling Equipment	\$0	\$81,000	\$81,000
1475	Non-Dwelling Equipment	\$0	\$50,000	\$50,000
<b>Total</b>		<b>\$38,823</b>	<b>\$5,339,153</b>	<b>\$5,377,976</b>

# Housing Authority of the City of Las Vegas

## Physical Needs Assessment Summary

Development Number: NV 002-14

Development Name: Sherman Gardens

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$3,900	\$293,161	\$297,061
1460	Dwelling Structure	\$10,659	\$1,613,076	\$1,623,735
1465	Dwelling Equipment	\$0	\$80,000	\$80,000
1470	Non-Dwelling Structure	\$0	\$33,805	\$33,805
1475	Non-Dwelling Equipment	\$0	\$25,000	\$25,000
<b>Total</b>		<b>\$14,559</b>	<b>\$2,045,042</b>	<b>\$2,059,601</b>

Development Number: NV 002-15

Development Name: Villa Capri

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$3,000	\$214,422	\$217,422
1460	Dwelling Structure	\$4,801	\$1,272,981	\$1,277,782
1465	Dwelling Equipment	\$0	\$60,000	\$60,000
1470	Non-Dwelling Structure	\$0	\$2,000	\$2,000
<b>Total</b>		<b>\$7,801</b>	<b>\$1,549,403</b>	<b>\$1,557,204</b>

# Housing Authority of the City of Las Vegas

## Physical Needs Assessment Summary

**Development Number: NV 002-21**

**Development Name: Sartini Plaza**

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$0	\$220,000	\$220,000
1460	Dwelling Structure	\$59,255	\$4,472,558	\$4,531,813
1465	Dwelling Equipment	\$0	\$220,000	\$220,000
1470	Non-Dwelling Structure	\$0	\$286,526	\$286,526
1475	Non-Dwelling Equipment	\$0	\$36,020	\$36,020
<b>Total</b>		<b>\$59,255</b>	<b>\$5,235,104</b>	<b>\$5,294,359</b>

**Development Number: NV 002-22A**

**Development Name: Vera Johnson "A"**

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$9,079	\$470,957	\$480,036
1460	Dwelling Structure	\$6,155	\$2,639,703	\$2,645,858
1465	Dwelling Equipment	\$0	\$76,000	\$76,000
1470	Non-Dwelling Structure	\$0	\$40,000	\$40,000
1475	Non-Dwelling Equipment	\$0	\$5,000	\$5,000
<b>Total</b>		<b>\$15,234</b>	<b>\$3,231,660</b>	<b>\$3,246,894</b>

# Housing Authority of the City of Las Vegas

## Physical Needs Assessment Summary

**Development Number: NV 002-22B**

**Development Name: Vera Johnson "B"**

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$9,079	\$1,059,324	\$1,068,403
1460	Dwelling Structure	\$28,292	\$2,928,430	\$2,956,722
1465	Dwelling Equipment	\$0	\$112,000	\$112,000
1470	Non-Dwelling Structure	\$0	\$17,895	\$17,895
1475	Non-Dwelling Equipment	\$0	\$25,000	\$25,000
<b>Total</b>		<b>\$37,371</b>	<b>\$4,142,649</b>	<b>\$4,180,020</b>

**Development Number: NV 002-24**

**Development Name: Aida Brents**

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$15,000	\$658,358	\$673,358
1460	Dwelling Structure	\$38,666	\$400,623	\$439,289
1465	Dwelling Equipment	\$0	\$24,000	\$24,000
1470	Non-Dwelling Structure	\$50,000	\$17,822	\$67,822
1475	Non-Dwelling Equipment	\$0	\$1,417	\$1,417
<b>Total</b>		<b>\$103,666</b>	<b>\$1,102,220</b>	<b>\$1,205,886</b>

# Housing Authority of the City of Las Vegas

## Physical Needs Assessment Summary

Development Number: NV 002-46

Development Name: Sartini Plaza Annex

Account Number	Description	Accessibility	Renovation	Total
1450	Site Improvement	\$6,360	\$751,532	\$757,892
1460	Dwelling Structure	\$9,746	\$1,034,166	\$1,043,912
1465	Dwelling Equipment	\$0	\$39,000	\$39,000
1470	Non-Dwelling Structure	\$0	\$0	\$0
<b>Total</b>		<b>\$16,106</b>	<b>\$1,824,698</b>	<b>\$1,840,804</b>

**RESOLUTION NO. 1817**

**A RESOLUTION OF THE HOUSING AUTHORITY  
OF THE CITY OF LAS VEGAS APPROVING  
AMENDMENT #2  
TO THE SECTION 5(h) IMPLEMENTING AGREEMENT  
DATED NOVEMBER 6, 2001 BY AND BETWEEN  
THE HOUSING AUTHORITY OF THE CITY OF LAS VEGAS (LVHA)) AND  
THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH  
THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**

WHEREAS, on April 3, 2001, the Housing Authority of the City of Las Vegas (LVHA) submitted to the Department of Housing and Urban Development (HUD) a proposal for a Section 5(h) Homeownership Program; and

WHEREAS, on September 27, 2001 HUD approved the LVHA Plan; and

WHEREAS, on October 15, 2001, the LVHA executed the Section 5(h) Implementing Agreement for the approved Program; and

WHEREAS, on November 6, 2001, HUD executed the Section 5(h) Implementing Agreement for the approved Program; and

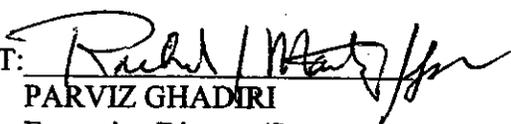
WHEREAS, the Housing Authority wishes to include into the Program, 155 homes in its scattered site project NV39002046.

WHEREAS, in accordance with Section 16 of the Section 5(h) Implementing Agreement, the LVHA is requesting to Amend the Implementing Agreement to exercise its option under 24 CFR 906.8(2)(f)(g)(h), to restrict eligibility for purchase to current LVHA residency-based categories.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Las Vegas, that the proposed Amendment #2 to the HUD approved Section 5(h) Implementing Agreement is approved and the Executive Director is hereby authorized to submit the same to the U.S. Department of Housing and Urban Development for approval.

APPROVED AND ADOPTED THIS NINTH DAY OF JULY, 2004.

BY   
ROBERT (BOBBY G) GRONAUER  
Chairperson

ATTEST:   
PARVIZ GHADIRI  
Executive Director/Secretary

# **HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**

## **PROPOSAL FOR PUBLIC HOUSING HOMEOWNERSHIP PROGRAM**

### **REVISED PURCHASER REQUIREMENTS**

#### **CFR 906.8(f) – OPTION TO RESTRICT ELIGIBILITY**

Pursuant to 24 CFR 906.8(f)(g)(h), the Housing Authority has the option to restrict eligibility to one or more residency-based categories.

In this regard, the Housing Authority wishes to revise its previously approved Homeownership Plan to restrict the sale of homes to the following residency-based categories:

- Current Public Housing Residents
- Current Section 8 Participants

The Housing Authority's Agency Plan allows for a Scattered Site Home Transfer List to be established. In order for a resident to be determined eligible to receive a Scattered Site Home Transfer, the resident must have resided in public housing for the period of two (2) year and submit the requisite documentation to the Housing Authority, to substantiate their request, and must be in good standing with the Housing Authority.

A resident will be considered in good standing if he or she and/or household members have not had, for the most recent 2-year period, a history of any management issues, including:

- A history of delinquent rent payments
- A history of community disturbance and/or unit destruction
- Maintain acceptable housekeeping standards

Resident families who are determined eligible to receive a Scattered Site Home Transfer will be placed on a Scattered Site Home Transfer Waiting List in accordance with the date of transfer approval. In the event two transfer requests are submitted/approved at the same time, the family with the longest continued residency would have priority.

As Scattered Site Homes become available the Housing Authority will seek qualified low-income families to purchase the home, However, they must meet all the requirements in 24 CFR 906.8. Purchasers will be selected in the following order:

- Current Public Housing Residents
- Current Section 8 Participants

**PROPOSAL FOR PUBLIC HOUSING  
HOMEOWNERSHIP PROGRAM**

**REVISED PURCHASER REQUIREMENTS**

**Should any current Public Housing or Section 8 participant waive the right to purchase, the vacant home will be leased to the next family on the Scattered Site Transfer Waiting List. If there are no Public Housing families on the Scattered Site Transfer Waiting List, the vacancy will be filled from the applicable certified Public Housing Waiting List.**

**HOUSING AUTHORITY OF THE  
CITY OF LAS VEGAS  
Las Vegas, Nevada**

**MANAGEMENT'S DISCUSSION & ANALYSIS  
AND AUDITED FINANCIAL STATEMENTS**

**YEAR ENDED SEPTEMBER 30, 2003**

## TABLE OF CONTENTS

	<b>Page</b>
Management's Discussion & Analysis	1-12
Accountants' Report on Financial Statements	13
<b>FINANCIAL STATEMENTS</b>	
Statement of Net Assets	14
Statement of Revenues, Expenses and Changes in Fund Net Assets	15
Statement of Cash Flows	16-17
Notes to Financial Statements	18-32
<b>SINGLE AUDIT SECTION</b>	
Accountants' Report on Compliance and Internal Control Structure Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards	33
Accountants' Report on Compliance with Requirements Applicable to Each Major Program and Internal Control Over Compliance in Accordance with OMB Circular A-133	34-35
Status of Prior Audit Findings	36
Schedule of Findings and Questioned Costs	37-39
Financial Data Submission Summary – Balance Sheet Accounts	40-45
Financial Data Submission Summary – Income Sheet Accounts	46-51
Schedule of Expenditures of Federal Financial Awards	52
Notes to Schedule of Expenditures of Federal Awards	53
Statement and Certification of Actual Capital Fund Costs – Grant Year NV39P00250100	54

**Housing Authority of the City of Las Vegas**

**MANAGEMENT'S DISCUSSION & ANALYSIS**

**September 30, 2003**

---

As management of the Housing Authority of the City of Las Vegas, we offer readers of the authority's financial statements this narrative overview and analysis of the financial activity of the authority for the year-ended September 30, 2003. We encourage readers to consider the information presented here in conjunction with the authority's financial statements which begin on page 2.

**FINANCIAL HIGHLIGHTS**

- The assets of the authority exceeded its liabilities as of September 30, 2003 by \$113,147,221 (net assets).
- The authority's cash balance as of September 30, 2003 was \$16,584,864 representing an increase of \$4,558,304 from September 30, 2002.
- The authority had intergovernmental revenue of \$50,713,130 in HUD operating grants and \$1,902,135 of capital grants for the year-ended September 30, 2003.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

The financial statements included in this annual report are those of a special-purpose government engaged only in a business-type activity. The following statements are included within this report:

- Statement of Net Assets - reports the authority's current financial resources (short-term spendable resources) with capital assets and long-term debt obligations.
- Statement of Revenue, Expenses, and Change in Fund Net Assets - reports the authority's operating and non-operating revenue, by major sources, along with operating and non-operating expenses and capital contributions.
- Comparison of Budget vs. Actual - reports the authority's actual operating revenue and expenses versus the budgeted amounts.

**MANAGEMENT'S DISCUSSION & ANALYSIS - CONTINUED**

**FINANCIAL ANALYSIS OF THE AUTHORITY (ENTITY-WIDE)**

**Total Assets** increased by \$2,947,568. Specifically, **Cash** increased by \$4,558,304 and **Capital Assets** decreased by \$1,988,326. The increase in cash is mainly from the net income produced by the Section 8, Low Rent, and Affordabel Housing programs. The decrease in capital assets resulted from an increase in the depreciation of the fixed assets.

**Current Assets** increased by \$377,590. The housing authority's interfunds owed between each program has grown since last fiscal year.

**Total Liabilities** increased by \$1,185,645. The majority of this increase consists of the programs within the authority owing more to each other through the interfund accounts.

The following table summarizes the change in net assets between September 30, 2003 and 2002 for the authority as a whole:

	<u>2003</u>	<u>2002</u>	<u>Net Change</u>	<u>% Change</u>
Cash	\$ 16,584,864	\$ 12,026,560	\$ 4,558,304	37.90%
Current Assets	4,618,906	4,241,316	377,590	8.90%
Capital Assets	99,628,349	101,616,675	(1,988,326)	-1.96%
Total Assets	<u>120,832,119</u>	<u>117,884,551</u>	<u>2,947,568</u>	<u>2.50%</u>
Current Liabilities	3,699,611	2,554,100	1,145,511	44.85%
Non-current Liabilities	3,985,287	3,945,153	40,134	1.02%
Total Liabilities	<u>7,684,898</u>	<u>6,499,253</u>	<u>1,185,645</u>	<u>18.24%</u>
Invested in Capital Assets, Net of Debt	98,596,558	88,427,821	10,168,737	11.50%
Restricted Net Assets	2,966,008	2,955,241	10,767	0.36%
Unrestricted Net Assets	11,584,655	20,002,236	(8,417,581)	-42.08%
Total Net Assets	<u>113,147,221</u>	<u>111,385,298</u>	<u>1,761,923</u>	<u>1.58%</u>
Total Liabilities & Equity	<u>\$ 120,832,119</u>	<u>\$ 117,884,551</u>	<u>\$ 2,947,568</u>	<u>2.50%</u>

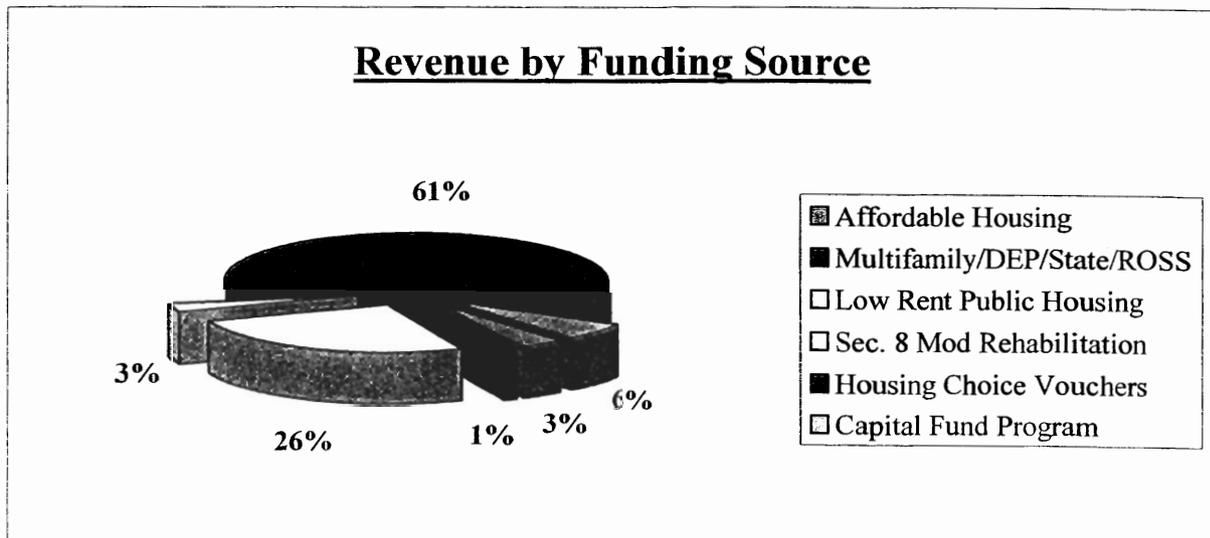
*(The above amounts include interfund accounts receivable & accounts payable)*

**MANAGEMENT'S DISCUSSION & ANALYSIS - CONTINUED**

Comparatively, FYE 2003 operating revenue exceeded FYE 2002 operating revenue by \$1,886,307. Operating Grant revenue was the driving force behind the 3.34% increase.

The following table summarizes the changes in operating revenue income between FYE 2003 and 2002 for the authority as a whole:

	<u>2003</u>	<u>2002</u>	<u>Net Change</u>	<u>% Change</u>
Tenant Rental Revenue	\$ 3,379,434	\$ 3,494,094	\$ (114,660)	-3.28%
HUD PHA Operating Grants	50,713,130	44,130,106	6,583,024	14.92%
Capital Grants	1,902,135	6,182,345	(4,280,210)	-69.23%
Other Govt. Grants	117,554	56,904	60,650	106.58%
Interest Income	345,246	436,137	(90,891)	-20.84%
Gain/(loss) on Disposition	698,233	706,613	(8,380)	-1.19%
Other Income	1,289,817	1,553,043	(263,226)	-16.95%
<b>Total Revenue</b>	<b>58,445,549</b>	<b>56,559,242</b>	<b>1,886,307</b>	<b>3.34%</b>
<b>Operating Expenses:</b>				
Administrative	8,992,880	8,982,446	10,434	0.12%
Tenant Services	754,518	946,193	(191,675)	-20.26%
Utilities	1,412,564	1,561,050	(148,486)	-9.51%
Maintenance	5,789,220	6,207,136	(417,916)	-6.73%
Protective Services	1,046,167	938,260	107,907	11.50%
General	1,034,775	983,768	51,007	5.18%
Non-routine	116,132	148,259	(32,127)	-21.67%
Housing Assistance Payments	33,844,380	27,915,186	5,929,194	21.24%
Depreciation	3,788,192	3,300,048	488,144	14.79%
<b>Total Expenses</b>	<b>56,778,828</b>	<b>50,982,346</b>	<b>5,796,482</b>	<b>11.37%</b>
<b>Net Income / (Loss)</b>	<b>\$ 1,666,721</b>	<b>\$ 5,576,896</b>	<b>\$(3,910,175)</b>	<b>-70.11%</b>



## MANAGEMENT'S DISCUSSION & ANALYSIS - CONTINUED

In total, **grant** revenue increased \$2,363,464 or 52.27% as compared to FYE 2002. Grant revenue tends to fluctuate year to year depending on HUD regulations and what the authority needs to operate effectively.

**Interest Income** decreased \$90,891 or 20.84% as compared to FYE 2002. Due to the economic conditions that occurred during the fiscal year, there was a change in market value of the authority's liquid assets.

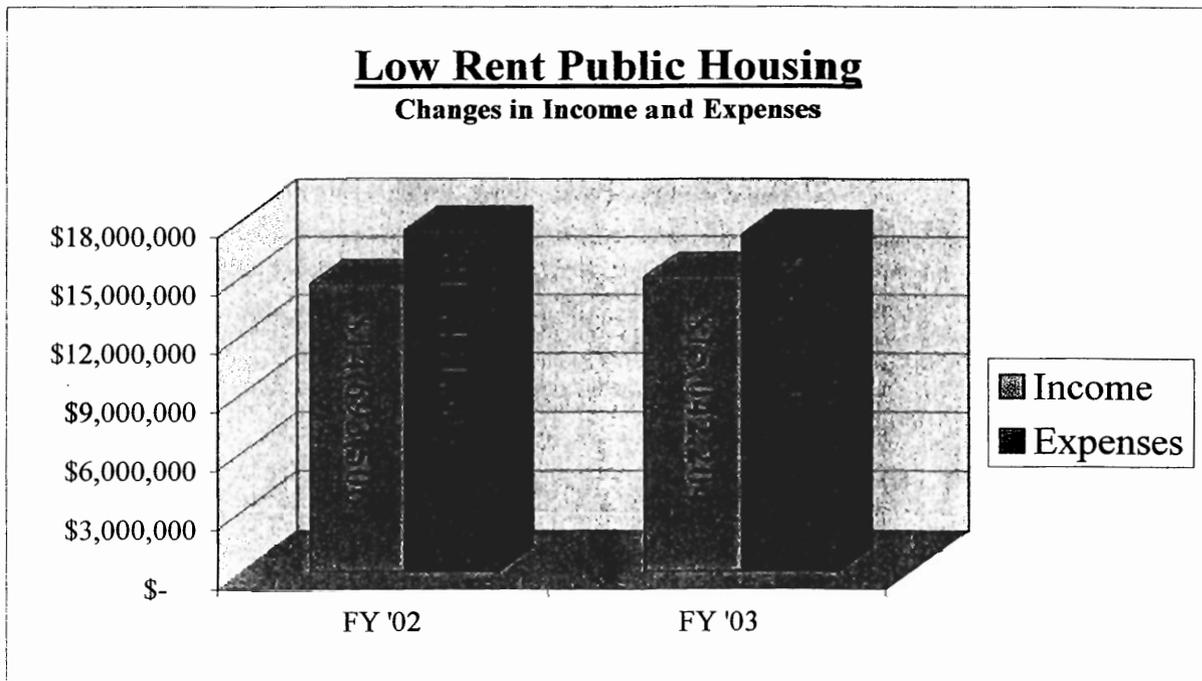
**Tenant Services** decreased \$191,675 or 20.26% as compared to FYE 2002. The primary reason for this decrease is that salary and benefit costs were eliminated.

**Protective Services** increased \$107,907 or 11.50% as compared to FYE 2002. The security cost increased considerably in fiscal year 2003.

**Non-routine** expenses decreased \$32,127 or 21.67% as compared to FYE 2002. The authority was able to reduce extraordinary maintenance costs and reclassify several items as capital assets.

**Housing Assistance Payments** increased \$5,929,194 or 21.24 % as compared to FYE 2002. Not only did the authority increase their lease-up percentage, but the per unit cost also increased.

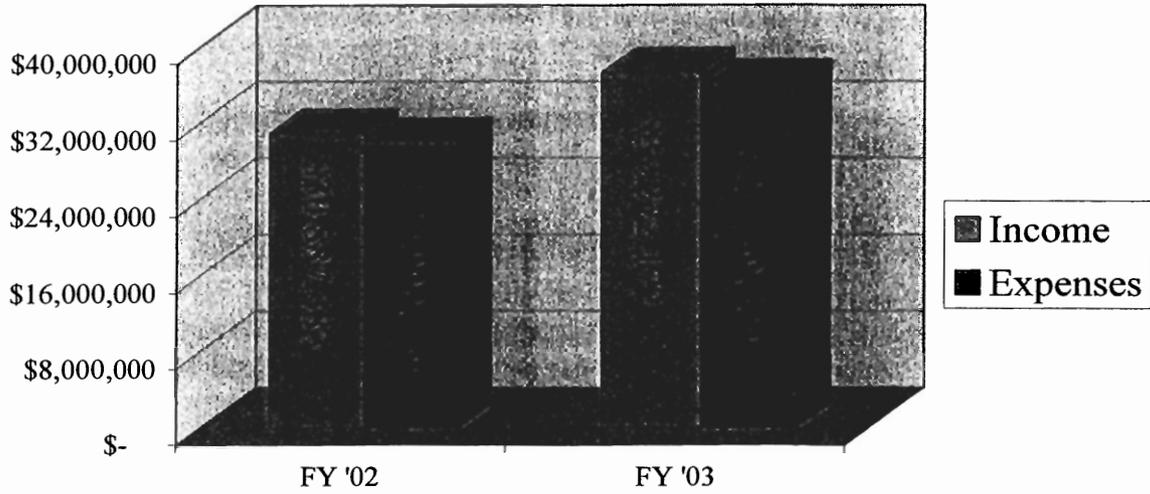
**Depreciation** expense increased \$488,144 or 14.79% as compared to FYE 2002. The increase in building assets of \$4,079,098 would directly affect depreciation and outweigh the disposition of other fixed assets.



MANAGEMENT'S DISCUSSION & ANALYSIS - CONTINUED

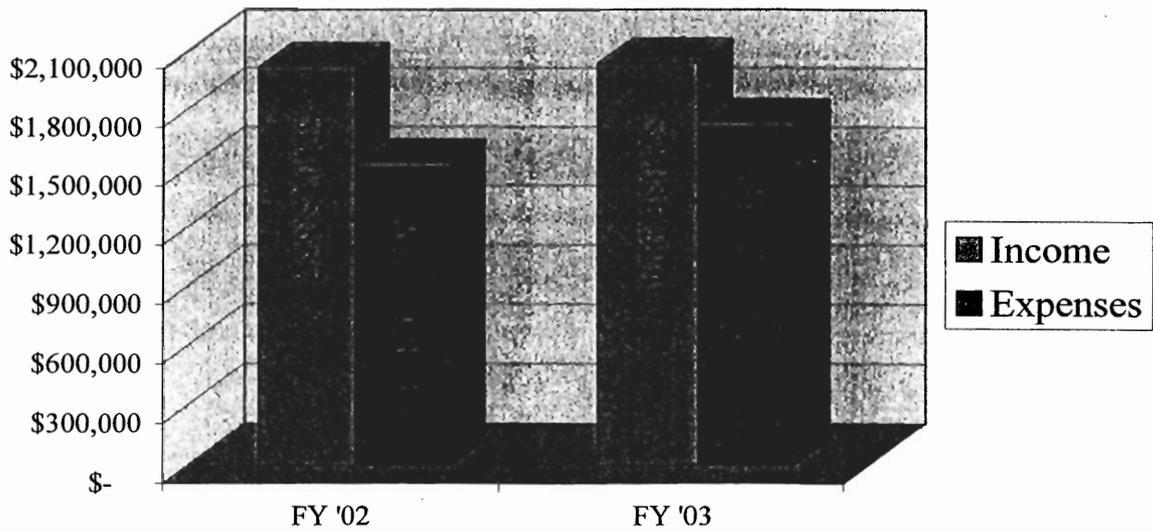
**Housing Vouchers & Mod Rehab**

**Changes in Income and Expenses**



**Affordable Housing**

**Changes in Income and Expenses**



## MANAGEMENT'S DISCUSSION & ANALYSIS - CONTINUED

The authority adopts a consolidated annual operating budget for all programs. The budget for Low Rent Public Housing is adopted on the basis of accounting practices prescribed by the U.S. Dept. of Housing and Urban Development, which differs in some respects from Generally Accepted Accounting Principles.

	<u>Budget</u>	<u>Actual</u>	<u>Net Change</u>	<u>% Change</u>
Tenant Rental Revenue	\$ 2,369,309	\$ 2,300,339	\$ (68,970)	-2.91%
Operating Subsidy	11,734,474	11,341,003	(393,471)	-3.35%
Interest Income	335,000	299,106	(35,894)	-10.71%
Other Income	976,027	1,101,756	125,729	12.88%
Total Revenue	<u>15,414,810</u>	<u>15,042,204</u>	<u>(372,606)</u>	<u>-2.42%</u>
Operating Expenses:				
Administrative	4,984,619	4,974,819	(9,800)	-0.20%
Tenant Services	121,700	122,467	767	0.63%
Utilities	1,383,940	1,319,149	(64,791)	-4.68%
Maintenance	4,450,671	4,234,308	(216,363)	-4.86%
Protective Services	298,825	285,986	(12,839)	-4.30%
General	3,227,703	3,171,139	(56,564)	-1.75%
Non-routine	377,800	81,870	(295,930)	-78.33%
Total Expenses	<u>14,845,258</u>	<u>14,189,738</u>	<u>(655,520)</u>	<u>-4.42%</u>
Net Income / (Loss)	<u>\$ 569,552</u>	<u>\$ 852,466</u>	<u>\$ 282,914</u>	<u>49.67%</u>

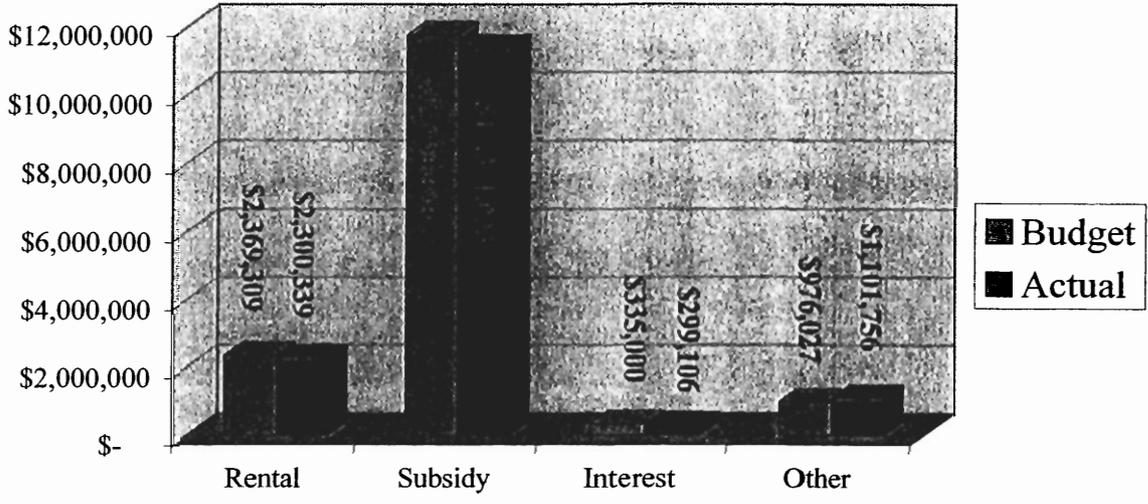
**Interest Income** decreased \$35,894 or 10.71% as compared to the budget. Due to the economic conditions that occurred during the fiscal year, there was a change in market value of the authority's liquid assets.

**Other Income** increased \$125,729 or 12.88% as compared to the budget. The actual balance includes the gain on the sale of fixed assets and the offset of rent expense against the management fee received from the Affordable Housing program.

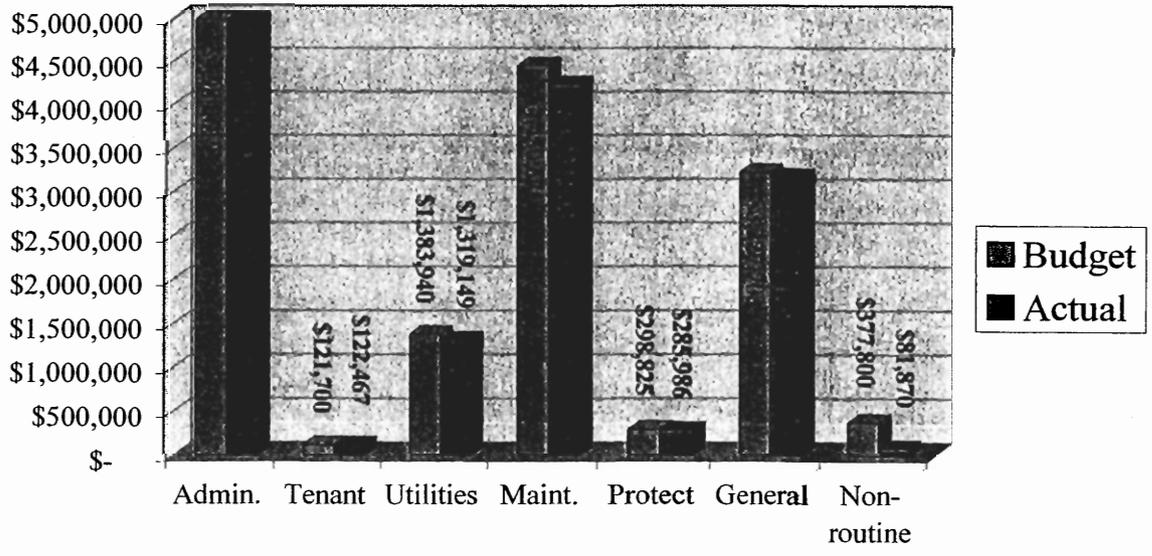
**Non-routine** expenses decreased \$295,930 or 78.33% as compared to the budget. The authority budgeted playground equipment in fiscal year 2003 that was not purchased until fiscal year 2004.

MANAGEMENT'S DISCUSSION & ANALYSIS - CONTINUED

**Low Rent Public Housing**  
Budget vs. Actual Income



**Low Rent Public Housing**  
Budget vs. Actual Expenses



## MANAGEMENT'S DISCUSSION & ANALYSIS - CONTINUED

Program budgets for the Housing Choice Vouchers and Moderate Rehabilitation programs are approved by the U.S. Department of Housing and Urban Development.

	<u>Budget</u>	<u>Actual</u>	<u>Net Change</u>	<u>% Change</u>
Housing Assistance Payments	\$ 33,794,302	\$ 33,844,380	\$ 50,078	0.15%
Administrative Fees	3,227,801	3,214,394	(13,407)	-0.42%
Hard-to-House	-	61,725	61,725	100.00%
Audit Costs	12,000	11,590	(410)	-3.42%
FSS Coordinator	122,250	123,000	750	0.61%
Interest Income	2,000	21,557	19,557	977.85%
Total Revenue	<u>37,158,353</u>	<u>37,276,646</u>	<u>118,293</u>	<u>0.32%</u>
Operating Expenditures:				
Housing Assistance Payments	33,693,340	33,844,380	151,040	0.45%
Accountant Costs	12,000	11,590	(410)	-3.42%
FSS Coordinator	122,250	123,000	750	0.61%
Ongoing Administrative	2,727,709	2,659,065	(68,644)	-2.52%
Total Expenses	<u>36,555,299</u>	<u>36,638,035</u>	<u>82,736</u>	<u>0.23%</u>
Net Income / (Loss)	<u>\$ 603,054</u>	<u>\$ 638,611</u>	<u>\$ 35,557</u>	<u>5.90%</u>

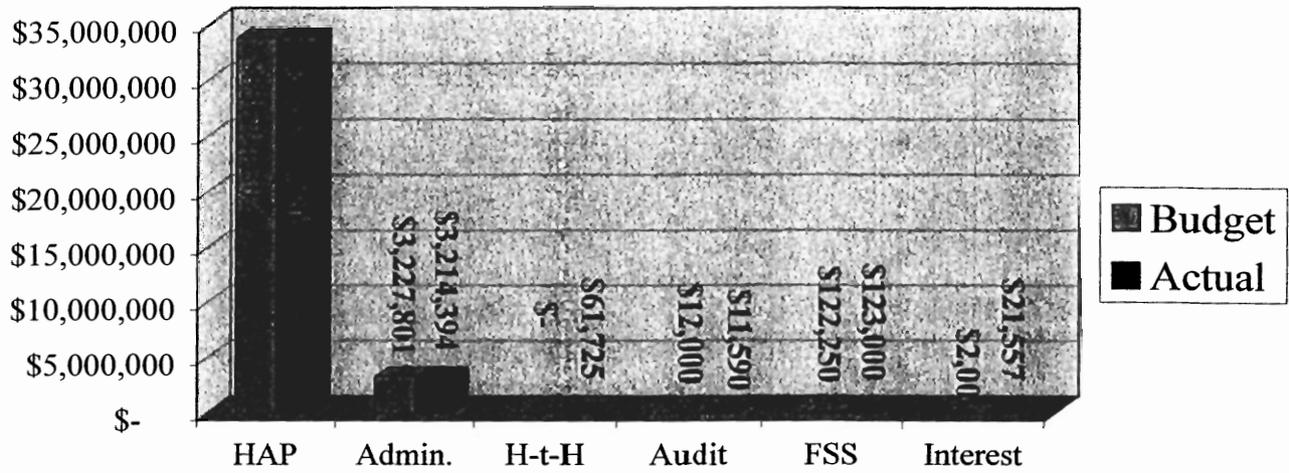
**Hard-to-House** fees increased \$61,725 or 100.00% as compared to the budget. The authority did not include these fees for reporting purposes when composing their in-house budget figures.

**Interest Income** increased \$19,557 or 977.85% as compared to the budget. Unsure of the economy's position for the fiscal year, the authority used a conservative estimate of what they might have received.

MANAGEMENT'S DISCUSSION & ANALYSIS - CONTINUED

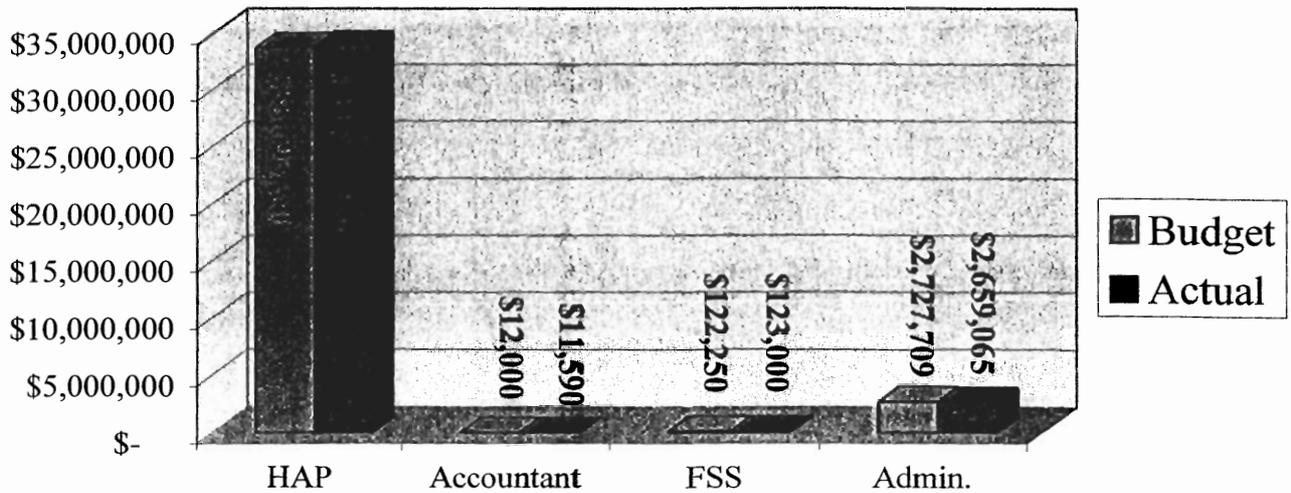
**Housing Vouchers & Mod Rehab**

Budget vs. Actual Income



**Housing Vouchers & Mod Rehab**

Budget vs. Actual Expenses



## MANAGEMENT'S DISCUSSION & ANALYSIS - CONTINUED

The budget for the Affordable Housing program is strictly performed by and used for in-house purposes only. There are no necessary requirements for HUD or other governmental approval.

	<u>Budget</u>	<u>Actual</u>	<u>Net Change</u>	<u>% Change</u>
Rental Income	\$ 1,071,916	\$ 1,075,749	\$ 3,833	0.36%
Non-dwelling Income	661,920	699,588	37,668	5.69%
Other Income	100,037	86,111	(13,926)	-13.92%
Total Revenue	<u>1,833,873</u>	<u>1,861,448</u>	<u>27,575</u>	<u>1.50%</u>
Operating Expenses:				
Administrative	538,610	629,407	90,797	16.86%
Tenant Services	5,700	5,310	(390)	-6.84%
Utilities	110,000	93,415	(16,585)	-15.08%
Maintenance	385,530	420,720	35,190	9.13%
Protective Services	12,000	6,030	(5,970)	-49.75%
General	366,266	357,464	(8,802)	-2.40%
Non-routine	41,000	34,262	(6,738)	-16.43%
Total Expenses	<u>1,459,106</u>	<u>1,546,608</u>	<u>87,502</u>	<u>6.00%</u>
Net Income / (Loss)	<u>\$ 374,767</u>	<u>\$ 314,840</u>	<u>\$ (59,927)</u>	<u>-15.99%</u>

**Other Income** decreased \$13,926 or 13.92% as compared to the budget. PILOT income was the primary reason behind the decrease.

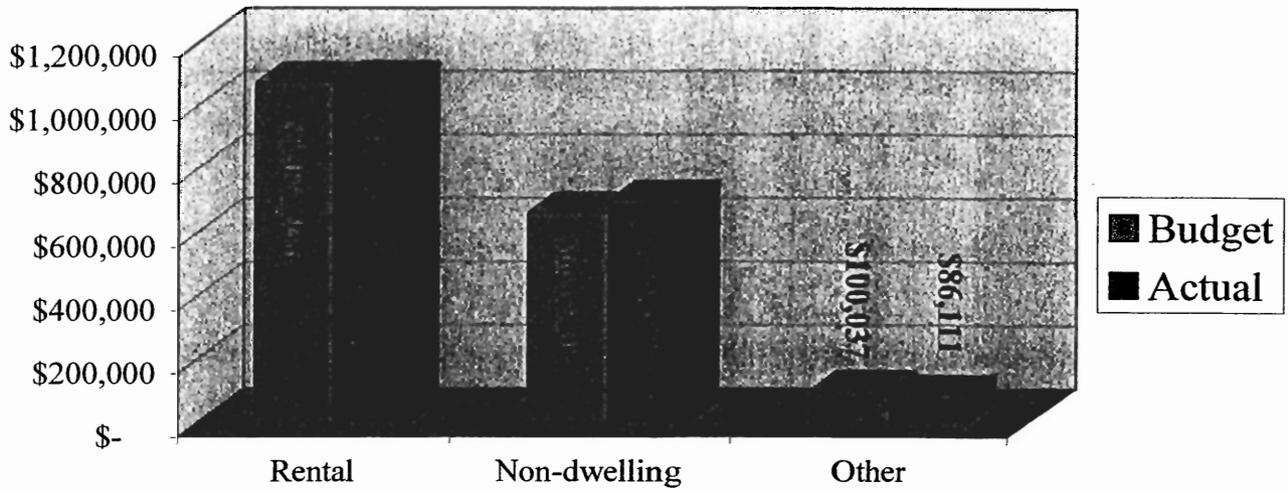
**Administrative** expenses increased \$90,797 or 16.86% as compared to the budget. Employee benefits are reported as general expenses for budget purposes and reported as administrative expenses for year-end purposes.

**Protective Services** decreased \$5,970 or 49.75% as compared to the budget. The additional alarms that were initially budgeted for the were not installed.

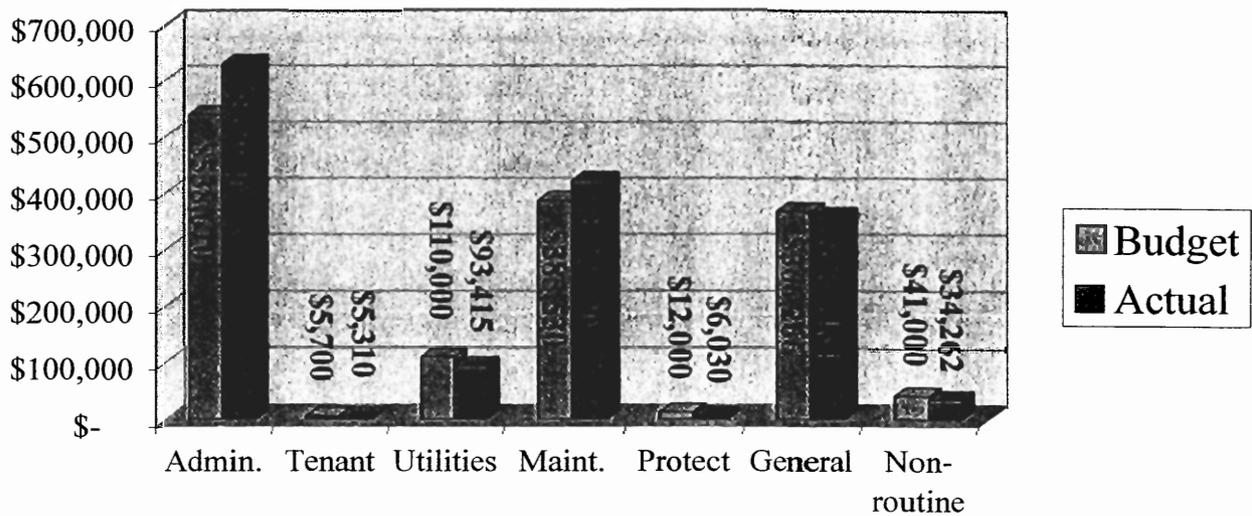
**Non-routine** expenses decreased \$6,738 or 16.43% as compared to the budget. The authority was able to reduce extraordinary maintenance costs and reclassify several items as capital assets.

MANAGEMENT'S DISCUSSION & ANALYSIS - CONTINUED

**Affordable Housing**  
Budget vs. Actual Income



**Affordable Housing**  
Budget vs. Actual Expenses



## MANAGEMENT'S DISCUSSION & ANALYSIS - CONTINUED

### CAPITAL ASSET & DEBT ADMINISTRATION

The following table summarizes the changes in capital assets between September 30, 2003 and 2002:

	<u>2003</u>	<u>2002</u>	<u>Net Change</u>	<u>% Change</u>
Land	\$ 12,870,992	\$ 13,141,824	\$ (270,832)	-2.06%
Buildings	124,990,976	120,911,878	4,079,098	3.37%
Equipment	4,605,517	4,874,908	(269,391)	-5.53%
Construction in Progress	<u>7,684,831</u>	<u>9,649,843</u>	<u>(1,965,012)</u>	<u>-20.36%</u>
Total Capital Assets	150,152,316	148,578,453	1,573,863	1.06%
Accumulated Depreciation	<u>(50,523,967)</u>	<u>(47,258,778)</u>	<u>(3,265,189)</u>	<u>-6.91%</u>
Net Capital Assets	<u>\$ 99,628,349</u>	<u>\$ 101,319,675</u>	<u>\$ (1,691,326)</u>	<u>-1.67%</u>

\*As of September 30, 2003, the authority had outstanding debt of \$3,177,154.

### CONTACTING THE AUTHORITY

This financial report is designed to provide a general overview of the authority's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to: Parviz Ghadiri, Executive Director, Housing Authority of the City of Las Vegas, 420 North Tenth Street, Las Vegas, NV 89125.

**REPORT ON EXAMINATION  
OF FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION**

**YEAR ENDED SEPTEMBER 30, 2003**

## INDEPENDENT AUDITOR'S REPORT

Board of Commissioners  
Housing Authority of the City of Las Vegas  
Las Vegas, Nevada

We have audited the accompanying financial statements of the Housing Authority of the City of Las Vegas as of and for the year ended September 30, 2003, as listed in the table of contents. These financial statements are the responsibility of the Housing Authority's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall general purpose and combining financial statements presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Housing Authority of the City of Las Vegas as of September 30, 2003, and the results of its operations and the cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As described in Note A-12 to the financial statements, the Housing Authority of the City of Las Vegas adopted Governmental Accounting Standards Board Statement Number 34 during the year ended September 30, 2003.

In accordance with *Government Auditing Standards*, we have also issued our report dated April 8, 2004, on our consideration of the Housing Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

Management's Discussion and Analysis is not a required part of the basic financial statements but is supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was performed for the Housing Authority of the City of Las Vegas, taken as a whole. The accompanying Schedule of Expenditures of Federal Awards as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local governments, and Non-Profit Organizations*, as well as the Financial Data Schedule required by the U.S. Department of Housing and Urban Development, are presented for purposes of additional analysis and are not a required part of the general purpose financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.



Rector & Moffitt, P.C.  
Certified Public Accountants

Stone Mountain, Georgia  
April 8, 2004



CERTIFIED PUBLIC  
ACCOUNTANTS  
2155 West Park Court  
Suite 2  
Stone Mountain, GA 30087  
(770) 879-8411  
Fax: (770) 879-8431

## LIABILITIES & NET ASSETS

### Current Liabilities

Accounts payable	\$ 748,148
Accrued expenses	345,663
Deferred revenue	218,480
Long-term liabilities - current portion	300,555
Tenant security deposits/escrow deposits	216,807
	<hr/>
Total Current Liabilities	1,829,653

### Noncurrent Liabilities

Mortgage payable - net of current portion	2,530,585
Accrued compensated absences	808,133
Trust deposit liabilities	646,569
	<hr/>
Total Noncurrent Liabilities	3,985,287

### TOTAL LIABILITIES

---

5,814,940

### NET ASSETS

Invested in capital assets, net of related debt	98,596,558
Restricted net assets	2,966,008
Unrestricted net assets	11,584,655
	<hr/>

### TOTAL NET ASSETS

---

113,147,221

### TOTAL LIABILITIES & NET ASSETS

\$ 118,962,161

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
**Las Vegas, Nevada**

**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET ASSETS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

<b><u>Operating Revenue</u></b>	
Dwelling rent	\$ 3,379,434
Governmental grants & subsidy	50,830,684
Other income	1,289,817
<b>Total Operating Revenue</b>	<b><u>55,499,935</u></b>
<b><u>Operating Expenses</u></b>	
Administration	8,992,880
Tenant services	754,518
Utilities	1,412,564
Maintenance & operation	5,905,352
Protective services	1,046,167
General expense	799,777
Housing assistance payments	33,844,380
Depreciation expense	3,788,192
<b>Total Operating Expense</b>	<b><u>56,543,830</u></b>
<b>Net Operating Income/(Loss)</b>	<b><u>(1,043,895)</u></b>
<b><u>Nonoperating Revenues/(Expenses)</u></b>	
Investment income	345,246
Gain/(loss) on disposition of assets	698,233
Interest expense	(234,998)
<b>Net Nonoperating Revenues/(Expenses)</b>	<b><u>808,481</u></b>
<b>Net Income/(Loss)</b>	<b>(235,414)</b>
Capital grants	1,902,135
Total Net Assets - beginning	111,385,298
Prior period adjustments	95,202
<b>Total Net Assets - ending</b>	<b><u>\$ 113,147,221</u></b>

The accompanying notes are an integral part of the financial statements.

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

**CASH FLOWS FROM OPERATING ACTIVITIES**

Receipts from customers and users	\$ 4,868,313
Governmental grants & subsidy - operations	52,415,361
Payments to suppliers	(9,281,441)
Payments for housing assistance	(33,844,380)
Payments to employees	(11,341,831)
	(11,341,831)

NET CASH PROVIDED FROM OPERATING ACTIVITIES	2,816,022
---	-----------

**CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES**

Payment on capital debt obligations	(290,675)
Interest paid on capital debt	(218,351)
Proceeds from disposition of assets	1,543,107
Acquisition & construction of capital assets - public housing	(528,410)
Acquisition & construction of capital assets - business activities	(56,241)
Acquisition & construction of capital assets - section 8	(255,394)
Government grants - capital funding	1,902,135
Acquisition & construction of capital assets - capital grant programs	(1,902,135)
	(1,902,135)

NET CASH PROVIDED FROM CAPITAL & RELATED FINANCING ACTIVITIES	194,036
---	---------

**CASH FLOWS FROM INVESTING ACTIVITIES**

Repayment of Notes Receivable	1,203,000
Interest received	345,246
	345,246

NET CASH PROVIDED FROM INVESTING ACTIVITIES	1,548,246
---	-----------

NET INCREASE IN CASH	4,558,304
----------------------	-----------

CASH AT BEGINNING OF PERIOD	12,026,560
-----------------------------	------------

CASH AT END OF PERIOD	\$ 16,584,864
-----------------------	---------------

**SUPPLEMENTAL DISCLOSURE OF CASH**

**FLOW INFORMATION:**

Payment of Interest	\$ 218,351
---------------------	------------

The accompanying notes are an integral part of the financial statements.

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
**Las Vegas, Nevada**

**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

**Reconciliation of operating income to net cash**  
**provided by operating activities:**

Net Income/(Loss) from operations	\$ (1,043,895)
Prior period adjustments - affecting working capital	(104,358)
Adjustments to reconcile net loss to net cash provided by operating activities:	
Depreciation	3,788,192
Decrease (Increase) in accounts receivable	(815,165)
Decrease (Increase) in prepaid expenses	294,247
Increase (Decrease) in tenant security/FSS deposits	216,521
Increase (Decrease) in accounts payable	361,346
Increase (Decrease) in accrued expenses	151,219
Increase (Decrease) in deferred revenue	<u>(32,085)</u>
 NET CASH PROVIDED FROM OPERATING ACTIVITIES	 \$ <u><u>2,816,022</u></u>

The accompanying notes are an integral part of the financial statements.

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
**Las Vegas, Nevada**

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**

**NOTE A - Summary of Organization, Significant Accounting Policies and Reporting Entity:**

**Organization** - The Housing Authority of the City of Las Vegas ("The Authority") is a Quasi governmental entity which was organized under the laws of the State of Nevada as a tax-exempt, quasi-government entity under the United States Housing Act of 1937. This Housing Authority was organized for the purpose of providing decent, safe and sanitary housing for low-income families. The PHA entered into Annual Contributions Contract Number SF-203 with the Department of Housing and Urban Development for the purpose of financing public housing unit construction and the retirement of debt and, and entered into Annual Contributions Contract Number SF-624 for the purpose of providing housing assistance payments to owners of low-income housing units.

The Authority was organized in 1947 by a Resolution of the Las Vegas City Commission. It is a separate entity from the City of Las Vegas even though it was brought into existence by a resolution of the city.

The Authority was originally organized for the purpose of taking over management of the Kelso Turner Project, which was built to serve the emergency housing needs of military personnel during World War II. The Authority eventually acquired title to that project from the federal government. As of September 30, 2003, the Authority owned 320 non-federally aided units, mostly senior housing, and some ancillary programs, including the Howard W. Cannon Center.

The principle goal of the Authority is to provide safe, decent, and sanitary housing to low-income families and senior citizens. As of September 30, 2003, the Authority had 6,444 units of housing consisting of 19 family complexes with 1,087 units, 6 senior complexes with 758 units, 4,146 Section 8 Housing Choice Vouchers, 217 Moderate Rehabilitation units, and 236 single family homes in locations throughout the city.

**Reporting Entity** - All activities, programs and organizations on which the PHA exercises oversight responsibility have been included in the financial statements for the year ended September 30, 2003. This report does not exclude any operations of the PHA. The following criteria regarding manifestation of oversight were considered by the IPA in its evaluation of the PHA's organization and activities.

- a. **Financial Interdependency** - The PHA is responsible for its debts and is entitled to surpluses. No separate agency receives a financial benefit nor imposes a financial burden on the PHA.
- b. **Election of Governing PHA** - The locally appointed Board of Commissioners is exclusively responsible for all public decisions and accountable for the decisions it makes.
- c. **Designation of Management** - The Mayor appoints the Board of Commissioners, who in turn hires the Executive Director. The Executive Director is responsible for the management of the PHA. The activities under the purview of management are within the scope of reporting entity of management is accountable to the PHA for the activities being managed.
- d. **Ability to Significantly Influence Operations** - The Board of Commissioners has the statutory authority under the provisions of the Bylaws of the PHA to significantly influence operations. This authority includes, but is not limited to, adoption of budgets, control over all assets, including facilities and properties, signing contracts, and developing the programs to be provided.
- e. **Accountability for Fiscal Matters** - The responsibility and accountability over all funds is vested in the PHA's management.

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**  
(Continued)

**NOTE A - Summary of Organization, Significant Accounting Policies and Reporting Entity: (Cont'd)**

A summary of each of the programs administered by the Authority included in the general purpose financial statements is provided below to assist the reader in interpreting the general purpose financial statements. These programs constitute all programs subsidized by HUD and operated by the Authority.

***Public Housing Agency Owned Housing Program*** – The public housing agency owned housing program (referred to in the general purpose financial statements as PHA Owned Housing) is designed to provide low-cost housing within the City of Las Vegas. Funding is provided by eligible residents who are charged monthly rent based on family size, family income, and other determinants, as well as by subsidies provided by HUD.

***Capital Fund Program*** – The purpose of the capital fund program is to provide another source of funding to cover the cost of physical and management improvements and rehabilitation on existing low-income housing and improving the central office facilities. Funding for this program is provided by grants from HUD.

***Service Coordinator for Public Housing Program*** – The Authority administers the service coordinator for public housing program to provide a service coordinator who is responsible for limited case management and referral services for elderly and disabled public housing residents currently residing in the Authority's two high-rise buildings. Funding for this program is provided by grants from HUD.

***Resident Opportunity & Supportive Services Program*** – The Authority administers the resident opportunity & supportive services program to provide reliable transportation for all elderly and disabled residents of the Housing Authority of Las Vegas and to contract for housekeeping and personal assistance for residents who meet certain criteria. The program also provides for a service coordinator who implements and coordinates the program. Funding for this program is provided by grants from HUD.

***Housing Assistance Payments Program*** – Section 8 of the Housing and Community Development Act of 1974 provides subsidies ("Housing Assistance Payments") on behalf of lower-income families to participating housing owners. Under this program, the landlord-tenant relationship is between a housing owner and a family rather than the Authority and a family as in other low-income housing programs. For existing housing, and in some cases in new construction and substantial rehabilitation, HUD contracts with the Authority to enter into contracts with owners to make assistance payments for the difference between the approved contract rent and the actual rent paid by the lower-income families. With regard to new or substantially rehabilitated housing under the Housing Assistance Payments Program, the Authority may also be the owner-developer.

***Modernization and Development Programs*** – Substantially all additions to land, structures, and equipment are accomplished through Modernization Programs or Development Programs. Modernization Programs replace or materially upgrade deteriorated portions of the Authority's housing units. Development Programs are used to acquire additional housing units for the Public Housing Programs. Funding is provided through HUD Grants. Modernization projects are included with the Public Housing Authority Owned Housing Program for financial statement reporting purposes as required by HUD.

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**  
(Continued)

**NOTE A - Summary of Organization, Significant Accounting Policies and Reporting Entity: (Cont'd)**

*Non-Aided Housing Program* – The Non-aided Housing Program is funded with other than federal financing and is used to account for various activities of the Authority. In addition to dwelling rents, this fund is used to account for fees charged to nonprofit organizations for managing their low-income housing projects and fees paid by other funds for services provided and for the use of facilities owned by the Non-aided Housing Program.

*Basis of Presentation: Fund Accounting* – The accounts of the Authority are organized on the basis of funds, each of which is considered a separate accounting entity. The Authority has created a number of discrete funds within each fund type. Each fund is accounted for by a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenses. The individual funds account for the governmental resources allocated to them for the purpose of carrying on specific programs in accordance with laws, regulations, or other restrictions, including those imposed by HUD.

The funds of the Authority are all considered proprietary fund types. The Authority's proprietary funds are enterprise funds used to account for activities that are operated in a manner similar to those found in the private sector. The funds included in this category are as follows:

*PHA Owned Housing Fund* – This fund accounts for all activities and projects of the public housing program (described previously) including modernization and development, comprehensive grants, drug elimination, service coordinator, economic development and support services, and public program or assigns a particular set of general ledger accounts in order to account for income and financial statements of the Public Housing Agency Owned Housing Fund.

*Section 8 Fund* – This fund accounts for the rental assistance program more fully described under the "Housing Assistance Payments Program," Note A – under "Reporting Entity."

***Basis of Accounting:***

The accounting policies of the Housing Authority of the City of Las Vegas conform to accounting principles generally accepted in the United States of America as applicable to governments. Revenues are recognized when earned and expenses are recognized as soon as a liability is measurable or incurred.

In applying the provisions of Governmental Accounting Standards Board ("GASB") Statement No. 20, "Accounting and Financial Reporting for Proprietary Funds," the Authority applies all GASB pronouncements and all Financial Accounting Standards Board pronouncements, Accounting Principles Board Opinions, and Accounting Research Bulletins issued on or before November 30, 1989, which do not conflict with or contradict GASB pronouncements.

***Budgets and Budgetary Accounting:***

The Authority is required by contractual agreements to adopt annual, appropriated operating budgets for all its enterprise funds receiving expenditure awards. All budgets are prepared on a HUD basis, which is materially consistent with generally accepted accounting principles ("GAAP").

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**  
(Continued)

**NOTE A - Summary of Organization, Significant Accounting Policies and Reporting Entity: (Cont'd)**

***Budgets and Budgetary Accounting: (Cont'd)***

The Public Housing Program prepares its budget annually. The Board of Commissioners adopts the budget through passage of a budget resolution and submits it to HUD at least 90 days prior to the beginning of the fiscal year.

The Section 8 Program prepares budgets for each of the housing program types (existing, moderate rehabilitation, substantial rehabilitation, and housing vouchers) annually using HUD Form 52673-Estimate of Total Required Annual Contributions. The budgets are adopted by the Board of Commissioners via a budget resolution.

***Use of Estimates*** – The preparation of general purpose financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the general purpose financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Based upon the change in basis of accounting from those prescribed by the U.S. Department of Housing and Urban Development to those prescribed by accounting principles generally accepted in the United States of America, adjustments were made to some of the Authority's accounts. Some of the significant adjustments made were to fixed assets, notes payable and related accrued interest payable, and contributed capital, and required the use of estimates. Management of the Authority believes the estimates used were reasonable.

***1. Cash and Investments:***

Cash includes amounts in demand deposits as well as short-term investments with a maturity date within three months of the date acquired by the Authority.

Investments are stated at cost, which approximates market.

***2. Tenant Accounts Receivable and Tenant Security Deposits:***

The Authority performs credit evaluations of its tenants and generally requires a one-month security deposit. These tenant security deposits are classified as liabilities on the balance sheets. The Authority periodically reviews accounts receivable and determines whether an allowance for doubtful accounts is necessary. At September 30, 2003, an allowance for doubtful accounts of \$21,595 is included in the financial statements.

***3. Intergovernmental Receivables:***

Intergovernmental receivables represent grants due from HUD and other governmental entities at September 30, 2003.

***4. Inventory:***

The Authority's inventory is comprised of maintenance materials and supplies. Inventory is valued at cost and the Authority uses the weighted-average flow assumption in determining cost. Inventory at September 30, 2003 is shown net of an allowance for obsolete inventories of \$59,483.

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**  
(Continued)

**NOTE A - Summary of Organization, Significant Accounting Policies and Reporting Entity: (Cont'd)**

**5. *Prepaid Expenses:***

Payments made to vendors for services that will benefit periods beyond September 30, 2003 are recorded as prepaid expenses.

**6. *Buildings and Equipment:***

Fixed assets are recorded at cost. Expenses that materially increase the life or value of existing assets are capitalized. Ordinary maintenance and repairs are charged to expense as incurred. When assets are sold or otherwise disposed of, the cost and accumulated depreciation is removed from the accounts and any resulting gain or loss is recognized at that time. Depreciation is determined utilizing the straight-line method over the following estimated useful lives:

Buildings	40 years
Building improvements	15 years
Furniture, equipment, and machinery	3-5 years

**7. *Subsidies:***

Subsidies received from the Department of Housing and Urban Development or other grantor agencies are recorded as operating revenue only when the related expenses are for operations. Consequently, grant funds, which are for capital outlays are treated as an addition to retained earnings rather than operating revenue.

**8. *Income Taxes:***

The Housing Authority of the City of Las Vegas is a Quasi governmental entity. The Authority is not subject to Federal or State income taxes.

**9. *Use of Estimates:***

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that effect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**10. *Intergovernmental Payables:***

Intergovernmental payables at September 30, 2003 primarily consist of amounts owed to HUD and other state and local governments.

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
**Las Vegas, Nevada**

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**  
(Continued)

**NOTE A - Summary of Organization, Significant Accounting Policies and Reporting Entity: (Cont'd)**

***11. Compensation for Future Absences:***

Compensated absences are absences for which, employees will be paid, i.e., sick leave, vacation, and other approved leaves. In accordance with GASB Statement No.16, *Accounting for Compensated Absences*, the Authority accrues the liability for those absences that the employee has earned the rights to the benefits. Accrued amounts are based on the current salary rates. Full-time, permanent employees are granted vacation and sick leave benefits in varying amounts to specified maximums depending on tenure with the Authority. Vacation and sick pay is recorded as an expense and related liability in the year earned by employees.

The policy of the Authority is to accumulate earned but unused annual vacation benefits, which will be paid to employees upon separation from Authority service. Vested or accumulated vacation is earned at a rate ranging from 10 days per year for the first year of service, up to a maximum of 20 days per year after 14 years of service. The maximum permissible accumulation is 200 hours. At termination, employees are paid for any accumulated vacation leave. Sick leave is accumulated at the rate of one day per month and may be accumulated to a maximum of 20 days. Accumulations in excess of 20 days are forfeited.

***12. Accounting Changes – New Accounting Pronouncements:***

In fiscal year 2003, the Housing Authority implemented the following new accounting standards issued by GASB:

**Statement 34, *Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments;***

**Statement 37, *Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments: Omnibus;* and**

**Statement 38, *Certain Financial Statement Note Disclosures.***

Statement 34, as amended by Statement 37, establishes new financial reporting requirements for state and local governments. It requires new information and restructures much of the information that governments have presented in the past. The only major difference in presentation is the characterization of the equity accounts and changes in presentation format. Statement 38 requires certain note disclosures when Statement 34 is implemented.

**NOTE B - Cash and Investments:**

**1. Cash**

It is the entity’s policy for deposits to be 105% secured by collateral valued at fair value or par, whichever is lower, less the amount of the Federal Deposit Insurance Corporation (FDIC) insurance. The entity’s deposits are categorized to give an indication of the level of risk assumed by the entity at September 30, 2003. The categories are described as follows:

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**  
(Continued)

**NOTE B - Cash and Investments: (Cont'd)**

Category 1 - Insured or collateralized with securities held by the entity or by its agent in the entity's name.

Category 2 - Collateralized with securities held by the pledging financial institution's trust department or agent in the entity's name.

Category 3 - Uncollateralized. (This includes bank balances that are collateralized with securities held by the pledging financial institution, or by its trust department or agent but none in the entity's name.)

Cash, Deposits, categorized by level of risk, are:

Total Book Balances	Category		
	1	2	3
\$ 4,511,722	\$ 4,511,722	\$ 0	\$ 0

Of the cash on hand at September 30, 2003 \$258,063 is held mainly for security deposits paid by the residents.

**2. Investments**

Investing is performed in accordance with HUD regulations and State Statues. Funds may be invested in the following type of investments:

- Direct obligations of the United States pledged by its full faith and credit.
- Obligations of Federal government agencies and government sponsored agencies.
- Demand, savings, money-market, certificates of deposit, and Super NOW deposits at commercial banks, mutual savings banks, savings and loan associations and credit unions provided that the entire deposit be insured by the FDIC or the National Credit Union Share Insurance Fund (NCUSIF) and any deposits in excess of insured amounts are adequately collateralized.
- Certain municipal depository funds and local government investment pools provided that all investments made by these funds or pools are on the HUD-approved list of investment securities. The entity must limit its investments in this category to no more than 30 percent of the entity's available investment funds.
- Repurchase agreements for a term of 30 days or less entered into with Federally insured depository institutions for purchase and sale of securities identified in 1 and 2 above.
- Certain no-load, open-end mutual funds investing in only HUD-approved investment securities. The entity must limit its investment in this category to no more than 20 percent of the entity's available investment funds

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**  
(Continued)

**NOTE B - Cash and Investments: (Cont'd)**

The entity's investments are categorized to give an indication of the level of risk assumed by the entity at September 30, 2003. The categories are:

Category 1 - Insured or registered, with securities held by the entity or its agent in the entity's name

Category 2 - Uninsured and unregistered, with securities held by the counterparty's trust department or agent in the entity's name

Category 3 - Uninsured and Unregistered, with securities held by the counterparty, or its trust department or agent but not in the entity's name

Investments, categorized by level of risk, are:

<u>Types of Investments</u>	<u>Category</u>			<u>Carrying Value</u>	<u>Cost</u>
	<u>1</u>	<u>2</u>	<u>3</u>		
Deposits at federally insured depositories	<u>\$ 12,073,142</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 12,073,142</u>	<u>\$12,073,142</u>

Of this amount \$3,615,285 is held in restricted funds. This consists of \$2,961,333 held for replacement housing from the Capital Fund Program, and the balance of \$653,952 is held for family self-sufficiency escrows.

**NOTE C - Accounts Receivable -Current:**

Accounts receivable at September 30, 2003, consisted of the following:

Tenants (net of allowance \$46,365)	\$ 47,030
HUD	1,141,134
Affiliates (see Note K)	516,270
Interest income	52,961
Other government (CDBG/state/city funded program)	14,992
Fraud recovery	63,379
Miscellaneous	<u>364</u>
	<u>\$ 1,836,130</u>

**NOTE D - Deferred Charges:**

Deferred charges at September 30, 2003, consisted of the following:

Prepaid insurance	\$ 80,471
Inventory of materials (net of allowance of \$59,483)	<u>535,347</u>
	<u>\$ 615,818</u>

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**  
(Continued)

**NOTE E - Fixed Assets:**

The following is a summary of changes in the net fixed assets during the fiscal year ended September 30, 2003:

	Balance at September 30, <u>2002</u>	<u>Additions</u>	Depreciation/ <u>Retirements</u>	Balance at September 30, <u>2003</u>
Land	\$ 13,141,824	\$ 700	\$ (271,532)	\$ 12,870,992
Buildings & Improvements	130,561,721	2,496,013	(381,927)	132,675,807
Furniture & Equip.	4,874,908	245,467	(514,858)	4,605,517
Accumulated Depr.	<u>(47,258,778)</u>	<u>0</u>	<u>(3,265,189)</u>	<u>(50,523,967)</u>
Total Fixed Assets	<u>\$ 101,319,675</u>	<u>\$ 2,742,180</u>	<u>\$ (4,433,506)</u>	<u>\$ 99,628,349</u>

Adjustments, Retirements & Depreciation consist of the following:

Current depreciation	\$ (3,788,192)
Sale of houses – land	(271,532)
Sale of houses – dwelling	(804,483)
Sale of houses – accum. depr.	211,395
Prior audit adjustments	199,560
Other adjustments	<u>19,746</u>
Total	<u>\$ (4,433,506)</u>

**NOTE F - Notes Receivable:**

Notes receivable at September 30, 2003 are as follows:

Notes due from the Community Development Program Center of Nevada, no stated interest rate, due December 31, 2003	<u>\$ 297,000</u>
--	-------------------

The promissory note agreement dated September 23, 1998 has been totally repaid subsequent to the end of the year, consequently all amounts are classified as current assets.

**NOTE G - Other Non Current Liabilities:**

At September 30, 2003 there was a balance in other non-current liabilities of \$1,454,702. Of this amount \$808,133 is accrued as non-current for compensated absences pursuant to the LVHA personnel policy. In addition to this \$646,569 is escrowed for residents in the family self-sufficiency program. Participants are allowed to escrow a portion of their rent, based upon formulas prescribed by HUD, for the purpose of saving funds for homeownership. The monthly escrow amounts are based upon the increased rent as a result of the participants having earned income after entering the program.

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**  
(Continued)

**NOTE H - Current Liabilities:**

Current liabilities consist of accounts payable, accrued liabilities and deferred revenue and are summarized as follows at September 30, 2003:

Vendors	\$ 587,312
Tenant security deposits	216,807
HUD	15,443
Payment in lieu of taxes	98,119
Accrued compensated absences – current portion	89,792
Accrued wages payable	239,224
Accrued interest payable	16,647
Current portion of long-term debt	300,555
Deferred grant revenue	200,483
Tenants prepaid rent	17,997
Other current liabilities	<u>47,274</u>
	<u>\$ 1,829,653</u>

The interfund accounts receivable and accounts payable of \$1,869,958 has been eliminated from the consolidated balance sheet. These amounts are comprised of the following:

	<u>Interprogram due from</u>	<u>Interprogram due to</u>
State/Local	\$ 8	\$ 0
Business Activities	0	506,490
Drug Elimination	0	4,743
Public Housing	1,235,626	0
Housing Choice Voucher	0	1,060,737
Section 8 MR	477,957	0
Development	156,367	0
ROSS	0	68,128
Capital Grant	<u>0</u>	<u>229,860</u>
<b>TOTALS</b>	<u>\$ 1,869,958</u>	<u>\$ 1,869,958</u>

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**  
(Continued)

**NOTE I - Notes Payable:**

Note payable – (Robert Gordon Plaza) note due July 10, 2007; interest rate 5.99%, monthly principal and interest payments amount to \$ 17,807. \$ 756,015

Note payable – (Rulon Earl Mobile Home Park) installment loan Due January 1, 2010; interest rate 6.38%, monthly principal and interest payments total \$4,087. 275,776

Note payable – (general obligation) installment loan to Wells Fargo Due May 1, 2008, with a balloon payment of \$1,297,656; interest rate 8.61%, monthly principal and interest payments total \$20,525. (\$2,000,000 loan acquired May 30, 2001) 1,799,349  
Total notes payable 2,831,140  
Less current portion (300,555)  
Total notes payable, net of current portion \$ 2,530,585

Maturities of notes payable as of September 30, 2003 are as follows:

	<u>General Obligation</u>	<u>Robert Gordon Plaza</u>	<u>Rulon Earl Homes</u>	<u>Total Principal Payments</u>
2004	\$ 95,070	\$ 173,100	\$ 32,385	\$ 300,555
2005	103,586	183,758	34,513	321,857
2006	112,865	195,072	36,781	344,718
2007	122,976	204,085	39,197	366,258
2008	133,992	0	41,773	175,765
2009 - 2013	873,008	0	91,127	964,135
2014 - 2018	<u>357,852</u>	<u>0</u>	<u>0</u>	<u>357,852</u>
Totals	<u>\$ 1,799,349</u>	<u>\$ 756,015</u>	<u>\$ 275,776</u>	<u>\$ 2,831,140</u>

The only change in long-term debt during the year was principal maturities of debt totaling \$290,675. There was no new debt obligations during the year.

**NOTE J - Restricted Net Assets:**

The Statement of Net Assets shows a balance of \$2,966,008 in the Restricted Net Assets as of September 30, 2003. These funds were initially drawn down as replacement housing and have yet to be expended. Interest income has accumulated and added to the restricted amount. According to the Agency Plan these funds should have already been expended. On February 6, 2004 HUD issued a report from their Comprehensive Management Review of the Housing Authority. HUD has stated that pursuant to 24 CFR 905.10(i)(6)(i) the funds may be recaptured and reallocated. According to this report the Housing Authority was to return \$2,906,711 within 45 days from the date of this report to HUD. As of the field date of this report the Housing Authority has retained the funds and vigorously defends the legal retention of funds and use for replacement housing.

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**  
(Continued)

**NOTE K - Pension Plan:**

All Authority full-time (20 or more weekly hours) employees are covered by the State of Nevada Public Employees Retirement System (the "System"), a multiple-employer, cost sharing defined benefit plan. The System was established in 1948 by the Legislature and is governed by the Public Employees' Retirement Board, whose seven members are appointed by the Governor. All public employees who meet certain eligibility requirements participate in the System.

The Authority's payroll covered by the System and contributions to the System are summarized as follows:

<u>Fiscal Year</u>	<u>Covered Payroll</u>	<u>Total Payroll</u>	<u>Contributions</u>	<u>Percent of Payroll</u>
2003	\$ 7,717,015	\$ 8,340,006	\$ 1,465,825	92.53%

Contribution rates are established by Nevada Revised Statute 286.410. This statute, which is tied to the increase in taxable sales within the State each year, provides for yearly increases of up to one percent until such time as the actuarially determined unfunded liability of the System is reduced to zero. The Authority is obligated to contribute all amounts due under the System. The contribution rate during fiscal year 2003 was 18.75 percent of all covered payroll.

The Authority's contribution represented less than one percent of total contributions required of all participating entities of the System.

The Authority's full-time employees are mandated by State law to participate in the System. Members who retire at age 65 with five years of service, age 60 with 10 years of service, or at any age with 30 years or more of service are entitled to a retirement benefit, payable monthly for life, equal to 2.5 percent of a member's average compensation for each year of service up to 30 years with a maximum of 90 percent for employees entering the System prior to July 1, 1985, and 75 percent for those entering after that date. Member's average compensation is the average of the member's highest compensation for 36 consecutive months. Benefits fully vest on reaching five years of service.

The System also provides death and disability benefits. Benefits are established by State statute.

The "pension benefit obligation" is a standardized disclosure measure of the present value of pension benefits, adjusted for the effects of projected salary increases and step-rate benefits, estimated to be payable in the future as a result of employee service to date. The measure, which is the actuarial present value of credited projected benefits, is intended to help users assess the System's funding status on a going-concern basis, assess progress made in accumulating sufficient assets to pay benefits when due, and make comparisons among public employee retirement systems and employers. The System does not make separate rate measurements of assets and pension benefit obligations of individual employers.

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
**Las Vegas, Nevada**

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**  
(Continued)

**NOTE K - Pension Plan: (Cont'd)**

As of September 30, 2003, the most recent available valuation report, which is as of June 30, 2003, included the following financial information:

Total actuarial accrued liability	\$ 19,540,679,300
Net assets at actuarial value	<u>15,882,967,800</u>
 Total unfunded actuarial accrued liability	 <u>\$ 3,657,711,500</u>

The Authority does not exercise any control over the System. Nevada Revised Statute 286.110 states that: "Respective participating public employers are not liable for any obligations of the system.

The unfunded accrued liability is to be amortized over a period of 21 years from July 1, 2003, based on level percentage of payroll amortization. The method of amortizing the unfunded accrued liability is the level percentage-of-payroll amortization, under which the dollar amounts of calculated amortization payments increase in direct proportion to the assumed growth rates.

Significant actuarial assumptions include an investment return rate of 8 percent per year compounded annually, and projected salary increases based on the assumed 5 percent inflation rate plus an age-related salary scale.

Six-year historical trend information showing the System's progress in accumulating sufficient assets to pay benefits when due is presented in the System's June 30, 2003, Comprehensive Annual Financial Report, which may be obtained by writing to PERS, 693 W. Nye Lane, Carson City, Nevada 89703-1599, or by calling (775) 687-4200.

**NOTE L - Related Party Transactions:**

As stated in Note C to the financial statements, at September 30, 2003 there was \$516,270 in funds due from affiliates. Of this amount \$198,109 is for tax credit consulting expenses to be reimbursed from development fees of new projects. This amount was expended in prior periods. The balance consisted of preliminary costs for the 11<sup>th</sup> Street Commercial property in the amount of \$7,180, preliminary costs of \$65,314 for the Richard Bryan Senior Apartments, and \$245,667 for the Evergreen Apartments tax credit project. The Housing Authority is a General Partner of the Evergreen Granny Limited Partnership and a member of the Evergreen Granny, LLC. The Housing Authority is also a member of the 11<sup>th</sup> Street, LLC. The above costs are considered to be fully recoverable from the developed properties through development fees and other fees. There has been no loan guarantees or operating deficit guarantees signed by the Housing Authority on behalf of these entities.

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**  
(Continued)

**NOTE M - Prior Period Adjustments:**

There were prior period adjustments to the beginning equity balances at October 1, 2002 noted as follows:

➤ Fixed assets & accumulated depreciation – business activities	\$ (26,680)
➤ Write off old receivables – business activities	(44,881)
➤ Fixed assets & accumulated depreciation –low rent	226,240
➤ Prior audit adjustment not made – low rent	(8,907)
➤ Adjustment to investments – low rent	(53,291)
➤ HUD adjustment to prior year financials – section 8	1,075
➤ Prior correction – capital fund	<u>1,646</u>

Total Prior Period Adjustments	<u>\$ 95,202</u>
--------------------------------	------------------

Of the above amounts \$(104,358) affects working capital and the cash flow statement.

**NOTE N - Economic Dependency:**

Both the PHA Owned Housing Program and the Section 8 Program are economically dependent on annual contributions and grants from HUD. Both program operate at a loss prior to receiving the contributions and grants.

**NOTE O - Operating Leases:**

The Authority leases equipment under operating leases expiring in various years through 2006.

Minimum future rental payments under operating leases having remaining terms in excess of one year as of September 30, 2003 for each of the next five years and in the aggregate are:

FY2004	\$ 51,679
FY2005	<u>19,161</u>
Total minimum future rental payments	<u>\$ 70,840</u>

**NOTE P - Contingencies:**

The entity is subject to possible examinations made by federal regulators who determine compliance with terms, conditions, laws and regulations governing grants given to the entity in the current and prior years. These examinations may result in required refunds by the entity to federal grantors and/or program beneficiaries.

Legal Matters – The Authority is involved in various legal proceedings and litigation arising in the normal course of business. Management does not believe that the settlement of any such claims or litigation will have a material adverse effect on the Authority’s financial position or results of operations.

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
**Las Vegas, Nevada**

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2003**  
(Continued)

**NOTE Q - HUD Management Review:**

HUD conducted a Comprehensive Management Review of the Housing Authority and issued a report dated February 6, 2004 and the Housing Authority has issued a response dated March 20, 2004. This report contained thirty-six (36) findings and ten (10) concerns. There were compliance findings in procurement, occupancy, maintenance, modernization, management assessment sub-system, resident participation, family self-sufficiency program, and the Housing Choice Voucher Program. The Housing Authority has addressed each of the findings and concerns and is aggressively trying to resolve these issues with HUD. There is no way to estimate the fiscal impact on the Housing Authority for the noncompliance issues noted by HUD.

**NOTE R - Risk Management:**

The Authority is exposed to all common perils associated with the ownership and rental of real estate properties. A risk management program has been established to minimize loss occurrence and to transfer risk through various levels of insurance. Property, casualty, employee dishonesty and public official's liability forms are used to cover the respective perils.

Commercial carriers insure all common perils such as business auto, computer and other miscellaneous policies.

**NOTE S - Supplementary Information:**

The supplementary information has been included in order to show the financial statements of the Housing Authority on the GAAP basis of accounting but in the format of the HUD Handbook 7476.3, *Audit Guide*. This is due to the fact that some supplementary information is reviewed by the field office and provides greater detail concerning the operations of the Housing Authority.

**ACCOUNTANT'S REPORT ON COMPLIANCE AND ON INTERNAL CONTROL STRUCTURE  
OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Commissioners  
Housing Authority of the City of Las Vegas  
Las Vegas, Nevada

We have audited the financial statements of the Housing Authority of the City of Las Vegas, as of and for the year ended September 30, 2003, and have issued our report thereon dated April 8, 2004. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

**Compliance**

As part of obtaining reasonable assurance about whether the Housing Authority of the City of Las Vegas's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of the general purpose financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*. We also noted certain immaterial instances of noncompliance, which we have reported to management in the management letter dated April 8, 2004.

**Internal Control Over Financial Reporting**

In planning and performing our audit, we considered the Housing Authority of the City of Las Vegas's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operations that we consider to be material weaknesses.

This report is intended for the information of the audit committee, Housing Authority of the City of Las Vegas, HUD and federal audit agencies and is not intended to be and should not be used by anyone other than these specified parties.

Stone Mountain, Georgia  
April 8, 2004

  
Rector & Moffitt, P.C.  
Certified Public Accountants



CERTIFIED PUBLIC  
ACCOUNTANTS  
2155 West Park Court  
Suite B  
Stone Mountain, GA 30087  
(770) 879-8411  
Fax: (770) 879-8431

**ACCOUNTANTS' REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE  
TO EACH MAJOR PROGRAM AND INTERNAL CONTROL OVER COMPLIANCE  
IN ACCORDANCE WITH OMB CIRCULAR A-133**

Board of Commissioners  
Housing Authority of the City of Las Vegas  
Las Vegas, Nevada

**Compliance**

We have audited the compliance of the Housing Authority of the City of Las Vegas with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended September 30, 2003. The Housing Authority of the City of Las Vegas's major federal programs are identified in the schedule of federal awards section of this report. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the Housing Authority of the City of Las Vegas's management. Our responsibility is to express an opinion on the Housing Authority of the City of Las Vegas's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audit of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Housing Authority of the City of Las Vegas's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the Housing Authority of the City of Las Vegas's compliance with those requirements.

As described in items no. 2003-01 in the accompanying schedule of findings and questioned costs, the Housing Authority of the City of Las Vegas did not comply with requirements regarding eligibility & special provisions that are applicable to its Low-Income Public Housing Program and Housing Choice Voucher Program.

In our opinion except for the noncompliance described in the preceding paragraph, the Housing Authority of the City of Las Vegas complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended September 30, 2003.

**Internal Control Over Compliance**

The management of the Housing Authority of the City of Las Vegas is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the Housing Authority of the City of Las Vegas's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.



CERTIFIED PUBLIC  
ACCOUNTANTS  
2155 West Park Court  
Suite B  
Stone Mountain, GA 3008  
(770) 879-8411  
Fax: (770) 879-8431

Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with applicable requirements of laws, regulations, contracts and grants that would be material in relation to a major federal program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over compliance and its operation that we consider to be material weaknesses.

This report is intended for the information of the audit committee, Housing Authority of the City of Las Vegas, HUD and federal audit agencies and is not intended to be and should not be used by anyone other than these specified parties.



Rector & Moffitt, P.C.  
Certified Public Accountants

Stone Mountain, Georgia  
April 8, 2004

**SINGLE AUDIT SECTION**

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
**Las Vegas, Nevada**

**STATUS OF PRIOR AUDIT FINDINGS**

The prior audit report for the period ended September 30, 2002 contained one formal audit finding. The status is as follows:

**Finding No. 2002-01: Procurement deficiencies:**

**CFDA #14.850**

The Housing Authority has consolidated the oversight of the procurement process into one central office, and has revised the procurement policy per HUD's recommendation. They have also instituted quality control procedures to insure the consistent application of the procurement process and monitoring of all contracts. Our current review of contracting revealed that the Housing Authority is in compliance with Federal and State requirements. We further more believe that the personnel in this department have performed an excellent job in compliance with all of HUD's recommendations. This finding is considered cleared.

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS  
Las Vegas, Nevada**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
SEPTEMBER 30, 2003**

**Section I – Summary of Auditor’s Results**

***Financial Statements***

Type of Auditor’s report issued:	Unqualified			
Internal Control over financial reporting:				
• Material weakness (es) identified?	__	yes	_X_	no
• Reportable condition (s) identified that are not considered to be materials weaknesses?	__	yes	_X_	no
Noncompliance material to financial Statements noted?	__	yes	_X_	no

***Federal Awards***

Internal Control over major programs:				
• Material weakness (es) identified?	__	yes	_X_	no
• Reportable condition (s) identified that are not considered to be materials weaknesses?	__	yes	_X_	no
Type of Auditor’s report issued on compliance for major programs:	Qualified			
Any audit findings disclosed that are required to be reported in accordance with section (a) of Circular A-133	_X_	yes	__	no

Identification of major programs:	
➤ Low-Rent Public Housing Program	CFDA #14.850
➤ Housing Choice Vouchers Program	CFDA #14.871
➤ Capital Fund Program	CFDA #14.872

Dollar threshold used to distinguish between type A and type B programs:	\$1,581,985
--	-------------

Auditee qualifies as a low-risk auditee?	No
--	----

**Section II – Financial Statement Findings**

NONE

### **Section III – Federal Award Findings and Questioned Costs**

#### **Finding No. 2003-01: Tenant file deficiency for the Housing Choice Voucher program and for Low-Rent Public Housing program.**

##### **CFDA #14.850 & 14.871**

##### **Criteria:**

The Code of Federal regulations, 24 CFR 903.7, 960.259 & 982.516, HUD Handbook 7460.8, and Housing Authorities Administrative Plan and ACOP.

##### **Condition & cause:**

The Department of Housing has conducted a Rental Integrity Program review during the course of our audit. We have reviewed their findings, which included several errors noted by HUD in regards to specific compliance issues of the HUD reviewers for both programs. In regards to Notice PIH 2003-34, dated December 19, 2003, HUD has the ability to issue sanctions against the Housing Authority for a failure to comply with the regulations. These sanctions are not limited to and can include a 10 percent reduction in the monthly Section 8 administrative fees, a 5% reduction in the monthly operating subsidy for Low-Rent Public Housing program, and a change in the annual SEMAP score. We conducted our audit of both programs and reviewed the results with the Housing Authority, and after reviewing their subsequent documentation our audit disclosed the following deficiencies:

- **Low-Rent Public Housing** – We randomly selected 104 tenant files from this program and tested them for compliance. We noted four files in which the rent per the rent roll was different from the tenant files. This resulted in a combined variance of \$30 per month. We noted two files in which the income was not properly verified, two files in which there was not third party verification, and one file, which did not have the proper asset verification. In addition to this five of the files the rental income was not calculated correctly, one file did not contain an appropriate application for continued occupancy, two files in which the HUD 9886 was not properly signed or dated, one file in which there was no lead based paint notification, and four files which had differences on the HUD 50058. There were a total of 8 files that contained errors out of 104 files selected. This resulted in a 7.69% error rate; however, we do not believe that the errors are material to the funding or to the financial statements.
- **Housing Choice Voucher** – We randomly selected 68 files from this program and tested them for compliance. We noted a total of 11 files, which had errors for a combined error rate of 16.18%. However, six of these errors were for lead based paint notifications not in the files. With this criteria removed the error rate would have been 8.82%. Our estimate of the net affect of these errors is less than \$20 per month to the Housing Assistance Payments or tenant rents. Therefore, we consider these errors and noncompliance immaterial to the overall financial statements and to the individual program expenditures at the A-133 audit level. We noted four of the files which did not have the appropriate income verification, in three of the files the calculations were incorrect, one file had a HUD 9886 signed but not dated, and one file contained an error in the calculation of the utility allowance. HUD's initial RIM Review documented a 50% error ratio prior to the Housing Authority's response, which subsequently documented a 29% error rate. Our audit demonstrates a marked improvement with an 8% error ratio. Additionally, files audited were reviewed for errors prior to the HUD RIM review in May of 2003 and therefore, the re-examination 50058s and supporting documents would reflect the same errors. Re-Examinations and other actions after May 2003 document a marked improvement in performance.

##### **Recommendation:**

We recommend that the LVHA continue to review the quality control over the tenant files both in the Section 8 program and in the Public Housing program. We recommend that the LVHA continue reviews of the tenant files on a monthly basis to insure improved compliance with the above requirements.

Reply:

In response to this finding, this is the same issue that was identified during the RIM Review and Management Review. Staff has implemented additional quality control, provide staff with additional training and will implement a demerit system for individual staff accountability effective June 1, 2004. Please note that the files reviewed were for actions during the fiscal year 2003, and therefore no new actions had been done in these files incorrectly after the RIM and Management Review dates. We appreciate the auditor noted our improvement and management has implemented its strategic plan to ensure continued improvements.

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**FINANCIAL DATA SUBMISSION SUMMARY**  
**BALANCE SHEET ACCOUNTS**  
**SEPTEMBER 30, 2003**

<u>Account Description</u>	<u>Business Activities</u>	<u>Multifamily Service Coord. 14.191</u>	<u>Low-Rent 14.850</u>	<u>Development 14.850</u>	<u>Drug Elimination 14.854</u>
<b>ASSETS:</b>					
<b>CURRENT ASSETS:</b>					
Cash:					
Cash - unrestricted	\$ 381,791	\$ 0	\$ 1,551,847	\$ 0	\$ 0
Cash - other restricted	67,556	0	190,507	0	0
Total Cash	<u>449,347</u>	<u>0</u>	<u>1,742,354</u>	<u>0</u>	<u>0</u>
Accounts and notes receivables:					
Accounts receivable - HUD	0	0	0	0	4,797
Accounts receivable - other government	0	0	0	0	0
Accounts receivable - miscellaneous	516,270	0	192	0	0
Accounts receivable - tenants rents	26,885	0	63,320	0	0
Allowance for doubtful accounts-tenants	(6,123)	0	(40,242)	0	0
Notes receivable - current	0	0	297,000	0	0
Fraud recovery	0	0	0	0	0
Accrued interest receivable	0	0	48,286	0	0
Total receivables - net	<u>537,032</u>	<u>0</u>	<u>368,556</u>	<u>0</u>	<u>4,797</u>
Current investments					
Investments - unrestricted	0	0	7,694,981	0	0
Investments - restricted	0	0	251,524	0	0
Prepaid expenses and other assets	19,893	0	57,549	0	0
Inventories	0	0	594,830	0	0
Allowance for obsolete inventories	0	0	(59,483)	0	0
Interprogram due from	0	0	1,235,626	156,367	0
TOTAL CURRENT ASSETS	<u>1,006,272</u>	<u>0</u>	<u>11,885,937</u>	<u>156,367</u>	<u>4,797</u>
<b>NONCURRENT ASSETS:</b>					
Fixed Assets:					
Land	473,064	0	12,397,928	0	0
Buildings	5,962,254	0	119,028,722	0	0
Dwelling equipment	70,758	0	1,330,590	0	0
Nondwelling equipment	0	4,498	2,957,118	0	6,492
Construction in Process	227,291	0	346,221	0	0
Accumulated depreciation	(2,909,178)	(4,258)	(47,498,423)	0	(2,964)
Total fixed assets - net	<u>3,824,189</u>	<u>240</u>	<u>88,562,156</u>	<u>0</u>	<u>3,528</u>
Notes receivable - noncurrent	0	0	0	0	0
Investment in joint ventures	0	0	0	0	0
TOTAL NONCURRENT ASSETS	<u>3,824,189</u>	<u>240</u>	<u>88,562,156</u>	<u>0</u>	<u>3,528</u>
<b>TOTAL ASSETS</b>	<b>\$ 4,830,461</b>	<b>\$ 240</b>	<b>\$ 100,448,093</b>	<b>\$ 156,367</b>	<b>\$ 8,325</b>

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
**Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY**  
**BALANCE SHEET ACCOUNTS**  
**SEPTEMBER 30, 2003**

<u>Account Description</u>	<u>Business Activities</u>	<u>Multifamily Service Coord.</u>	<u>Low-Rent</u>	<u>Development</u>	<u>Drug Elimination</u>
	<u>14.191</u>	<u>14.850</u>	<u>14.850</u>	<u>14.850</u>	<u>14.854</u>
<b>LIABILITIES AND EQUITY:</b>					
<b>LIABILITIES:</b>					
<b>CURRENT LIABILITIES</b>					
Cash overdraft	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Accounts payable < 90 days	33,693	0	378,366	0	54
Accrued salaries	237	0	238,987	0	0
Accrued compensated absences	213	0	82,609	0	0
Accrued interest payable	16,647	0	0	0	0
Accounts payable - HUD PHA programs	0	0	0	0	0
Accounts payable - other gov.	0	0	98,119	0	0
Tenant security deposits	25,254	0	191,553	0	0
Deferred revenue	40,759	0	6,424	156,367	0
Current portion of L-T debt - capital projects	205,485	0	0	0	0
Current portion of L-T debt - operating	95,070	0	0	0	0
Accrued Liabilities - Other	0	0	47,274	0	0
Interprogram (due to)	506,490	0	0	0	4,743
<b>TOTAL CURRENT LIABILITIES</b>	<u>923,848</u>	<u>0</u>	<u>1,043,332</u>	<u>156,367</u>	<u>4,797</u>
<b>NONCURRENT LIABILITIES</b>					
Long-term debt, net of current - capital projects	826,306	0	0	0	0
Long-term debt, net of current - operating	1,704,279	0	0	0	0
Accrued comp. Absences - long term	1,916	0	743,481	0	0
Noncurrent liabilities - other	0	0	244,393	0	0
<b>TOTAL NONCURRENT LIABILITIES</b>	<u>2,532,501</u>	<u>0</u>	<u>987,874</u>	<u>0</u>	<u>0</u>
<b>TOTAL LIABILITIES</b>	<u>3,456,349</u>	<u>0</u>	<u>2,031,206</u>	<u>156,367</u>	<u>4,797</u>
<b>EQUITY:</b>					
Capital assets net of related debt	2,792,398	240	88,562,156	0	3,528
Retained earnings - restricted	0	0	0	0	0
Retained earnings - unrestricted	(1,418,286)	0	9,854,731	0	0
<b>TOTAL EQUITY</b>	<u>1,374,112</u>	<u>240</u>	<u>98,416,887</u>	<u>0</u>	<u>3,528</u>
<b>TOTAL LIABILITIES AND EQUITY</b>	<u>\$ 4,830,461</u>	<u>\$ 240</u>	<u>\$ 100,448,093</u>	<u>\$ 156,367</u>	<u>\$ 8,325</u>

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**FINANCIAL DATA SUBMISSION SUMMARY**  
**BALANCE SHEET ACCOUNTS**  
**SEPTEMBER 30, 2003**

<u>Account Description</u>	Section 8 Mod Rehab <u>14.856</u>	Comp. Grant Prg <u>14.859</u>	PIH Family Inv. <u>14.861</u>	EDSS <u>14.864</u>	ROSS <u>14.870</u>
<b>ASSETS:</b>					
CURRENT ASSETS:					
Cash:					
Cash - unrestricted	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Cash - other restricted	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Cash	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Accounts and notes receivables:					
Accounts receivable - HUD	0	0	0	0	69,949
Accounts receivable - other government	0	0	0	0	0
Accounts receivable - miscellaneous	0	0	0	0	0
Accounts receivable - tenants rents	0	0	0	0	0
Allowance for doubtful accounts-tenants	0	0	0	0	0
Notes receivable - current	0	0	0	0	0
Fraud recovery	93	0	0	0	0
Accrued interest receivable	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total receivables - net	<u>93</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>69,949</u>
Current investments					
Investments - unrestricted	4,287	0	0	0	0
Investments - restricted	0	0	0	0	0
Prepaid expenses and other assets	0	0	0	0	0
Inventories	0	0	0	0	0
Allowance for obsolete inventories	0	0	0	0	0
Interprogram due from	<u>477,957</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL CURRENT ASSETS	<u>482,337</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>69,949</u>
NONCURRENT ASSETS:					
Fixed Assets:					
Land	0	0	0	0	0
Buildings	0	0	0	0	0
Dwelling equipment	0	0	0	0	0
Nondwelling equipment	0	0	0	0	5,142
Construction in Process	0	0	0	0	0
Accumulated depreciation	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>(2,301)</u>
Total fixed assets - net	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,841</u>
Notes receivable - noncurrent	0	0	0	0	0
Investment in joint ventures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL NONCURRENT ASSETS	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,841</u>
TOTAL ASSETS	<u>\$ 482,337</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 72,790</u>

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS  
Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY  
BALANCE SHEET ACCOUNTS  
SEPTEMBER 30, 2003**

<u>Account Description</u>	Section 8 Mod Rehab <u>14.856</u>	Comp. Grant Prg <u>14.859</u>	PIH Family Inv. <u>14.861</u>	EDSS <u>14.864</u>	ROSS <u>14.870</u>
<b>LIABILITIES AND EQUITY:</b>					
<b>LIABILITIES:</b>					
<b>CURRENT LIABILITIES</b>					
Cash overdraft	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Accounts payable < 90 days	0	0	0	0	1,821
Accrued salaries	0	0	0	0	0
Accrued compensated absences	302	0	0	0	0
Accrued interest payable	0	0	0	0	0
Accounts payable - HUD PHA programs	13,156	0	0	0	0
Accounts payable - other gov.	0	0	0	0	0
Tenant security deposits	0	0	0	0	0
Deferred revenue	0	0	0	0	0
Current portion of L-T debt - capital projects	0	0	0	0	0
Current portion of L-T debt - operating	0	0	0	0	0
Accrued Liabilities - Other	0	0	0	0	0
Interprogram (due to)	0	0	0	0	68,128
<b>TOTAL CURRENT LIABILITIES</b>	<u>13,458</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>69,949</u>
<b>NONCURRENT LIABILITIES</b>					
Long-term debt, net of current - capital projects	0	0	0	0	0
Long-term debt, net of current - operating	0	0	0	0	0
Accrued comp. Absences - long term	2,721	0	0	0	0
Noncurrent liabilities - other	0	0	0	0	0
<b>TOTAL NONCURRENT LIABILITIES</b>	<u>2,721</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL LIABILITIES</b>	<u>16,179</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>69,949</u>
<b>EQUITY:</b>					
Capital assets net of related debt	0	0	0	0	2,841
Retained earnings - restricted	0	0	0	0	0
Retained earnings - unrestricted	466,158	0	0	0	0
<b>TOTAL EQUITY</b>	<u>466,158</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,841</u>
<b>TOTAL LIABILITIES AND EQUITY</b>	<u>\$ 482,337</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 72,790</u>

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**FINANCIAL DATA SUBMISSION SUMMARY**  
**BALANCE SHEET ACCOUNTS**  
**SEPTEMBER 30, 2003**

<u>Account Description</u>	<u>Section 8</u> <u>Vouchers</u> <u>14.871</u>	<u>Capital Fund</u> <u>14.872</u>	<u>State &amp;</u> <u>Local</u>	<u>TOTAL</u>
<b>ASSETS:</b>				
<b>CURRENT ASSETS:</b>				
Cash:				
Cash - unrestricted	\$ 2,320,021	\$ 0	\$ 0	\$ 4,253,659
Cash - other restricted	<u>0</u>	<u>0</u>	<u>0</u>	<u>258,063</u>
Total Cash	<u>2,320,021</u>	<u>0</u>	<u>0</u>	<u>4,511,722</u>
Accounts and notes receivables:				
Accounts receivable - HUD	739,159	327,229	0	1,141,134
Accounts receivable - other government	0	0	14,992	14,992
Accounts receivable - miscellaneous	172	0	0	516,634
Accounts receivable - tenants rents	3,190	0	0	93,395
Allowance for doubtful accounts-tenants	0	0	0	(46,365)
Notes receivable - current	0	0	0	297,000
Fraud recovery	63,286	0	0	63,379
Accrued interest receivable	<u>0</u>	<u>4,675</u>	<u>0</u>	<u>52,961</u>
Total receivables - net	<u>805,807</u>	<u>331,904</u>	<u>14,992</u>	<u>2,133,130</u>
Current investments				
Investments - unrestricted	758,589	0	0	8,457,857
Investments - restricted	402,428	2,961,333	0	3,615,285
Prepaid expenses and other assets	3,029	0	0	80,471
Inventories	0	0	0	594,830
Allowance for obsolete inventories	0	0	0	(59,483)
Interprogram due from	<u>0</u>	<u>0</u>	<u>8</u>	<u>1,869,958</u>
TOTAL CURRENT ASSETS	<u>4,289,874</u>	<u>3,293,237</u>	<u>15,000</u>	<u>21,203,770</u>
<b>NONCURRENT ASSETS:</b>				
Fixed Assets:				
Land	0	0	0	12,870,992
Buildings	0	0	0	124,990,976
Dwelling equipment	0	0	0	1,401,348
Nondwelling equipment	230,919	0	0	3,204,169
Construction in Process	125,580	6,985,739	0	7,684,831
Accumulated depreciation	<u>(106,843)</u>	<u>0</u>	<u>0</u>	<u>(50,523,967)</u>
Total fixed assets - net	<u>249,656</u>	<u>6,985,739</u>	<u>0</u>	<u>99,628,349</u>
Notes receivable - noncurrent	0	0	0	0
Investment in joint ventures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL NONCURRENT ASSETS	<u>249,656</u>	<u>6,985,739</u>	<u>0</u>	<u>99,628,349</u>
<b>TOTAL ASSETS</b>	<u>\$ 4,539,530</u>	<u>\$ 10,278,976</u>	<u>\$ 15,000</u>	<u>\$ 120,832,119</u>

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**FINANCIAL DATA SUBMISSION SUMMARY**  
**BALANCE SHEET ACCOUNTS**  
**SEPTEMBER 30, 2003**

<u>Account Description</u>	Section 8 Vouchers <u>14,871</u>	Capital Fund <u>14,872</u>	State & <u>Local</u>	<u>TOTAL</u>
<b>LIABILITIES AND EQUITY:</b>				
<b>LIABILITIES:</b>				
<b>CURRENT LIABILITIES</b>				
Cash overdraft	\$ 0	\$ 0	\$ 0	\$ 0
Accounts payable < 90 days	75,939	97,369	70	587,312
Accrued salaries	0	0	0	239,224
Accrued compensated absences	6,668	0	0	89,792
Accrued interest payable	0	0	0	16,647
Accounts payable - HUD PHA programs	2,287	0	0	15,443
Accounts payable - other gov.	0	0	0	98,119
Tenant security deposits	0	0	0	216,807
Deferred revenue	0	0	14,930	218,480
Current portion of L-T debt - capital projects	0	0	0	205,485
Current portion of L-T debt - operating	0	0	0	95,070
Accrued Liabilities - Other	0	0	0	47,274
Interprogram (due to)	1,060,737	229,860	0	1,869,958
<b>TOTAL CURRENT LIABILITIES</b>	<u>1,145,631</u>	<u>327,229</u>	<u>15,000</u>	<u>3,699,611</u>
<b>NONCURRENT LIABILITIES</b>				
Long-term debt, net of current - capital projects	0	0	0	826,306
Long-term debt, net of current - operating	0	0	0	1,704,279
Accrued comp. Absences - long term	60,015	0	0	808,133
Noncurrent liabilities - other	402,176	0	0	646,569
<b>TOTAL NONCURRENT LIABILITIES</b>	<u>462,191</u>	<u>0</u>	<u>0</u>	<u>3,985,287</u>
<b>TOTAL LIABILITIES</b>	<u>1,607,822</u>	<u>327,229</u>	<u>15,000</u>	<u>7,684,898</u>
<b>EQUITY:</b>				
Capital assets net of related debt	249,656	6,985,739	0	98,596,558
Retained earnings - restricted	0	2,966,008	0	2,966,008
Retained earnings - unrestricted	2,682,052	0	0	11,584,655
<b>TOTAL EQUITY</b>	<u>2,931,708</u>	<u>9,951,747</u>	<u>0</u>	<u>113,147,221</u>
<b>TOTAL LIABILITIES AND EQUITY</b>	<u>\$ 4,539,530</u>	<u>\$ 10,278,976</u>	<u>\$ 15,000</u>	<u>\$ 120,832,119</u>

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**FINANCIAL DATA SUBMISSION SUMMARY**  
**INCOME STATEMENT ACCOUNTS**  
**SEPTEMBER 30, 2003**

<u>Account Description</u>	Business <u>Activities</u>	Multifamily Service Coord. <u>14.191</u>	Low-Rent <u>14.850</u>	Development <u>14.850</u>	Drug Elimination <u>14.854</u>
<b>REVENUES:</b>					
Net tenant rental revenue	\$ 1,075,749	\$ 0	\$ 2,300,339	\$ 0	\$ 0
Tenant revenue - other	<u>3,346</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total tenant revenue	1,079,095	0	2,300,339	0	0
HUD PHA grants - operating	0	31,462	11,341,003	0	152,800
HUD PHA grants - capital	0	0	0	0	0
Other government grants	89,430	0	0	0	0
Investment income - unrestricted	25	0	290,121	0	0
Fraud income	0	0	0	0	0
Other revenue	869,374	0	402,538	0	0
Gain/(loss) on disposition	0	0	699,218	0	0
Investment income - restricted	0	0	8,985	0	0
<b>TOTAL REVENUES</b>	<b><u>\$ 2,037,924</u></b>	<b><u>\$ 31,462</u></b>	<b><u>\$ 15,042,204</u></b>	<b><u>\$ 0</u></b>	<b><u>\$ 152,800</u></b>
<b>EXPENSES:</b>					
<b>Administrative</b>					
Administrative salaries	\$ 92,309	\$ 0	\$ 3,415,100	\$ 0	\$ 1,000
Auditing fees	2,860	0	28,614	0	0
Compensated Absences	631	0	142,046	0	0
Employee benefits - administrative	25,847	0	1,382,139	0	330
Other operating - administrative	<u>507,760</u>	<u>2,346</u>	<u>856,569</u>	<u>0</u>	<u>1,751</u>
Total Administrative Expense	629,407	2,346	5,824,468	0	3,081
<b>Tenant services</b>					
Tenant services - salaries	0	22,674	46,881	0	8,499
Employee benefits - tenant services	0	6,370	19,078	0	2,668
Relocation	0	0	9,680	0	0
Other tenant services	<u>34,153</u>	<u>72</u>	<u>75,586</u>	<u>0</u>	<u>47,686</u>
Total Tenant Services	34,153	29,116	151,225	0	58,853
<b>Utilities</b>					
Water	13,461	0	489,851	0	0
Electricity	37,316	0	574,600	0	0
Gas	1,532	0	63,485	0	0
Other utilities	41,106	0	191,213	0	0
Employee benefits - utilities	0	0	0	0	0
Total Utilities Expense	<u>93,415</u>	<u>0</u>	<u>1,319,149</u>	<u>0</u>	<u>0</u>
<b>Ordinary Maintenance &amp; Operation</b>					
Labor	244,964	0	2,683,632	0	0
Materials	21,354	0	386,660	0	0
Contract costs	86,229	0	1,165,266	0	1,335
Employee benefit contributions	<u>68,173</u>	<u>0</u>	<u>1,090,416</u>	<u>0</u>	<u>0</u>
Total Ordinary Maintenance & Operation	420,720	0	5,325,974	0	1,335
<b>Protective services</b>					
Protective services - salaries	0	0	0	0	0
Employee benefits - protective services	0	0	0	0	0
Other protective services	<u>6,030</u>	<u>0</u>	<u>285,986</u>	<u>0</u>	<u>89,531</u>
Total Protective Services	6,030	0	285,986	0	89,531

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
**Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY**  
**INCOME STATEMENT ACCOUNTS**  
**SEPTEMBER 30, 2003**

<u>Account Description</u>	<u>Business</u> <u>Activities</u>	<u>Multifamily</u> <u>Service Coord.</u> <u>14,191</u>	<u>Low-Rent</u> <u>14,850</u>	<u>Development</u> <u>14,850</u>	<u>Drug</u> <u>Elimination</u> <u>14,854</u>
<b>General Expenses</b>					
Insurance premiums	26,200	0	290,047	0	0
Other general expense	976	0	17,249	0	0
Payments in lieu of taxes	0	0	98,119	0	0
Bad debt - tenant rents	4,831	0	57,320	0	0
Interest expense	234,998	0	0	0	0
Serverance expense	26,805	0	230,749	0	0
<b>Total General Expenses</b>	<u>293,810</u>	<u>0</u>	<u>693,484</u>	<u>0</u>	<u>0</u>
<b>TOTAL OPERATING EXPENSE</b>	<u>1,477,535</u>	<u>31,462</u>	<u>13,600,286</u>	<u>0</u>	<u>152,800</u>
<b>EXCESS OPERATING REVENUE</b>	<u>560,389</u>	<u>0</u>	<u>1,441,918</u>	<u>0</u>	<u>0</u>
<b>Other Expenses</b>					
Extraordinary maintenance	12,553	0	74,877	0	0
Casualty losses	21,709	0	6,993	0	0
Housing assistance payments	0	0	0	0	0
Depreciation expense	219,229	241	3,535,796	0	1,785
<b>Total Other Expenses</b>	<u>253,491</u>	<u>241</u>	<u>3,617,666</u>	<u>0</u>	<u>1,785</u>
<b>TOTAL EXPENSES</b>	<u>\$ 1,731,026</u>	<u>\$ 31,703</u>	<u>\$ 17,217,952</u>	<u>\$ 0</u>	<u>\$ 154,585</u>
<b>EXCESS OF REVENUE OVER EXPENSES</b>	<u>\$ 306,898</u>	<u>\$ (241)</u>	<u>\$ (2,175,748)</u>	<u>\$ 0</u>	<u>\$ (1,785)</u>
Transfer of funds	0	0	393,471	0	0
Prior period adjustments	(3,083,763)	0	22,901,220	(17,307,369)	(2,540)
<b>Beginning Equity</b>	<u>4,150,977</u>	<u>481</u>	<u>77,297,944</u>	<u>17,307,369</u>	<u>7,853</u>
<b>Ending Equity</b>	<u>\$ 1,374,112</u>	<u>\$ 240</u>	<u>\$ 98,416,887</u>	<u>\$ 0</u>	<u>\$ 3,528</u>

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
Las Vegas, Nevada

**FINANCIAL DATA SUBMISSION SUMMARY**  
**INCOME STATEMENT ACCOUNTS**  
**SEPTEMBER 30, 2003**

<u>Account Description</u>	Section 8 Mod Rehab <u>14.856</u>	Comp. Grant Prg <u>14.859</u>	PIH Family Inv. <u>14.861</u>	EDSS <u>14.864</u>	ROSS <u>14.870</u>
<b>REVENUES:</b>					
Net tenant rental revenue	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Tenant revenue - other	0	0	0	0	0
Total tenant revenue	0	0	0	0	0
HUD PHA grants - operating	1,897,134	0	0	0	496,163
HUD PHA grants - capital	0	0	0	0	0
Other government grants	0	0	0	0	0
Investment income - unrestricted	37	0	0	0	0
Fraud income	0	0	0	0	0
Other revenue	0	0	0	0	0
Gain/(loss) on disposition	0	0	0	0	0
Investment income - restricted	0	0	0	0	0
<b>TOTAL REVENUES</b>	<b>\$ 1,897,171</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 496,163</b>
<b>EXPENSES:</b>					
<b>Administrative</b>					
Administrative salaries	\$ 40,701	\$ 0	\$ 0	\$ 0	\$ 13,999
Auditing fees	356	0	0	0	0
Compensated Absences	(303)	0	0	0	0
Employee benefits - administrative	12,000	0	0	0	4,345
Other operating - administrative	34,606	0	0	0	13,423
Total Administrative Expense	87,360	0	0	0	31,767
<b>Tennat services</b>					
Tenant services - salaries	0	0	0	0	296,830
Employee benefits - tenant services	0	0	0	0	100,411
Relocation	0	0	0	0	0
Other tenant services	0	0	0	0	63,030
Total Tenant Services	0	0	0	0	460,271
<b>Utilities</b>					
Water	0	0	0	0	0
Electricity	0	0	0	0	0
Gas	0	0	0	0	0
Other utilities	0	0	0	0	0
Employee benefits - utilities	0	0	0	0	0
Total Utilities Expense	0	0	0	0	0
<b>Ordinary Maintenance &amp; Operation</b>					
Labor	0	0	0	0	0
Materials	79	0	0	0	0
Contract costs	1,524	0	0	0	4,125
Employee benefit contributions	0	0	0	0	0
Total Ordinary Maintenance & Operation	1,603	0	0	0	4,125
<b>Protective services</b>					
Protective services - salaries	0	0	0	0	0
Employee benefits - protective services	0	0	0	0	0
Other protective services	0	0	0	0	0
Total Protective Services	0	0	0	0	0

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
**Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY**  
**INCOME STATEMENT ACCOUNTS**  
**SEPTEMBER 30, 2003**

<u>Account Description</u>	Section 8 Mod Rehab <u>14.856</u>	Comp. Grant Prg <u>14.859</u>	PIH Family Inv. <u>14.861</u>	EDSS <u>14.864</u>	ROSS <u>14.870</u>
General Expenses					
Insurance premiums	1,056	0	0	0	0
Other general expense	0	0	0	0	0
Payments in lieu of taxes	0	0	0	0	0
Bad debt - tenant rents	0	0	0	0	0
Interest expense	0	0	0	0	0
Serverance expense	0	0	0	0	0
Total General Expenses	<u>1,056</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL OPERATING EXPENSE</b>	<u>90,019</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>496,163</u>
<b>EXCESS OPERATING REVENUE</b>	<u>1,807,152</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Other Expenses					
Extraordinary maintenance	0	0	0	0	0
Casualty losses	0	0	0	0	0
Housing assistance payments	1,722,816	0	0	0	0
Depreciation expense	0	0	0	0	1,533
Total Other Expenses	<u>1,722,816</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,533</u>
<b>TOTAL EXPENSES</b>	<u>\$ 1,812,835</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 497,696</u>
<b>EXCESS OF REVENUE OVER EXPENSES</b>	<u>\$ 84,336</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ (1,533)</u>
Transfer of funds	0	0	0	0	0
Prior period adjustments	0	(5,330,079)	(32,205)	(7,985)	0
Beginning Equity	<u>381,822</u>	<u>5,330,079</u>	<u>32,205</u>	<u>7,985</u>	<u>4,374</u>
<b>Ending Equity</b>	<u>\$ 466,158</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 2,841</u>

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
**Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY**  
**INCOME STATEMENT ACCOUNTS**  
**SEPTEMBER 30, 2003**

<u>Account Description</u>	Section 8 Vouchers <u>14.871</u>	Capital Fund <u>14.872</u>	State & <u>Local</u>	<u>TOTAL</u>
<b>REVENUES:</b>				
Net tenant rental revenue	\$ 0	\$ 0	\$ 0	\$ 3,376,088
Tenant revenue - other	0	0	0	3,346
Total tenant revenue	<u>0</u>	<u>0</u>	<u>0</u>	3,379,434
HUD PHA grants - operating	35,353,444	1,441,124	0	50,713,130
HUD PHA grants - capital	0	1,902,135	0	1,902,135
Other government grants	0	0	28,124	117,554
Investment income - unrestricted	5,034	0	0	295,217
Fraud income	5,632	0	0	5,632
Other revenue	11,773	0	500	1,284,185
Gain/(loss) on disposition	(985)	0	0	698,233
Investment income - restricted	103	40,941	0	50,029
<b>TOTAL REVENUES</b>	<b>\$ 35,375,001</b>	<b>\$ 3,384,200</b>	<b>\$ 28,624</b>	<b>\$ 58,445,549</b>
<b>EXPENSES:</b>				
<b>Administrative</b>				
Administrative salaries	\$ 923,246	\$ 257,569	\$ 9,728	\$ 4,753,652
Auditing fees	6,760	0	0	38,590
Compensated Absences	8,866	0	0	151,240
Employee benefits - administrative	272,062	75,295	2,817	1,774,835
Other operating - administrative	806,539	44,866	6,703	2,274,563
Total Administrative Expense	<u>2,017,473</u>	<u>377,730</u>	<u>19,248</u>	<u>8,992,880</u>
<b>Tenant services</b>				
Tenant services - salaries	0	0	0	374,884
Employee benefits - tenant services	0	0	0	128,527
Relocation	0	0	0	9,680
Other tenant services	6,221	5,303	9,376	241,427
Total Tenant Services	<u>6,221</u>	<u>5,303</u>	<u>9,376</u>	<u>754,518</u>
<b>Utilities</b>				
Water	0	0	0	503,312
Electricity	0	0	0	611,916
Gas	0	0	0	65,017
Other utilities	0	0	0	232,319
Employee benefits - utilities	0	0	0	0
Total Utilities Expense	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,412,564</u>
<b>Ordinary Maintenance &amp; Operation</b>				
Labor	0	0	0	2,928,596
Materials	1,506	0	0	409,599
Contract costs	33,957	0	0	1,292,436
Employee benefit contributions	0	0	0	1,158,589
Total Ordinary Maintenance & Operation	<u>35,463</u>	<u>0</u>	<u>0</u>	<u>5,789,220</u>
<b>Protective services</b>				
Protective services - salaries	0	0	0	0
Employee benefits - protective services	0	0	0	0
Other protective services	0	664,620	0	1,046,167
Total Protective Services	<u>0</u>	<u>664,620</u>	<u>0</u>	<u>1,046,167</u>

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
**Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY**  
**INCOME STATEMENT ACCOUNTS**  
**SEPTEMBER 30, 2003**

<u>Account Description</u>	Section 8 Vouchers <u>14.871</u>	Capital Fund <u>14.872</u>	State & Local	<u>TOTAL</u>
<b>General Expenses</b>				
Insurance premiums	24,112	0	0	341,415
Other general expense	22,313	0	0	40,538
Payments in lieu of taxes	0	0	0	98,119
Bad debt - tenant rents	0	0	0	62,151
Interest expense	0	0	0	234,998
Serverance expense	0	0	0	257,554
<b>Total General Expenses</b>	<u>46,425</u>	<u>0</u>	<u>0</u>	<u>1,034,775</u>
<b>TOTAL OPERATING EXPENSE</b>	<u>2,105,582</u>	<u>1,047,653</u>	<u>28,624</u>	<u>19,030,124</u>
<b>EXCESS OPERATING REVENUE</b>	<u>33,269,419</u>	<u>2,336,547</u>	<u>0</u>	<u>39,415,425</u>
<b>Other Expenses</b>				
Extraordinary maintenance	0	0	0	87,430
Casualty losses	0	0	0	28,702
Housing assistance payments	32,121,564	0	0	33,844,380
Depreciation expense	29,608	0	0	3,788,192
<b>Total Other Expenses</b>	<u>32,151,172</u>	<u>0</u>	<u>0</u>	<u>37,748,704</u>
<b>TOTAL EXPENSES</b>	<u>\$ 34,256,754</u>	<u>\$ 1,047,653</u>	<u>\$ 28,624</u>	<u>\$ 56,778,828</u>
<b>EXCESS OF REVENUE OVER EXPENSES</b>	<u>\$ 1,118,247</u>	<u>\$ 2,336,547</u>	<u>\$ 0</u>	<u>\$ 1,666,721</u>
Transfer of funds	0	(393,471)	0	0
Prior period adjustments	1,075	2,956,848	0	95,202
<b>Beginning Equity</b>	<u>1,812,386</u>	<u>5,051,823</u>	<u>0</u>	<u>111,385,298</u>
<b>Ending Equity</b>	<u>\$ 2,931,708</u>	<u>\$ 9,951,747</u>	<u>\$ 0</u>	<u>\$ 113,147,221</u>

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS  
Las Vegas, Nevada**

**SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL AWARDS  
FOR THE YEAR ENDED SEPTEMBER 30, 2003**

	Type	Federal CFDA #	Expenditures
<b><u>FEDERAL GRANTOR</u></b>			
<b><u>U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT:</u></b>			
<b>Public Housing:</b>			
Multifamily Housing Service Coordinator	B - Nonmajor	14.191	\$ 31,462
Operating subsidy	A - Major	14.850	11,341,003
Drug Elimination program	B - Nonmajor	14.854	152,800
ROSS	B - Nonmajor	14.870	496,163
Capital Fund Program	A - Major	14.872	3,343,259
<b>Section 8 Housing Assistance Program:</b>			
Housing Choice Voucher	A - Major	14.871	35,353,444
Moderate Rehabilitation	A - Nonmajor	14.856	<u>1,897,134</u>
<b>TOTAL DEPARTMENT OF HOUSING AWARDS</b>			<b>52,615,265</b>
<b><u>DEPARTMENT OF LABOR:</u></b>			
Welfare to Work - Back to School	B - Nonmajor	17.253	36,064
<b><u>DEPARTMENT OF HEALTH &amp; HUMAN SERVICES:</u></b>			
Children's Trust Grant Program - Sports Build	B - Nonmajor	93.590	37,276
BADA Grant	B - Nonmajor	93.959	40,481
Social Services Block Grant	B - Nonmajor	93.667	<u>3,733</u>
<b>TOTAL FEDERAL FINANCIAL AWARDS</b>			<b>\$ <u>52,732,819</u></b>
<b>Threshold for Type A &amp; Type B</b>			<b>\$ <u>1,581,985</u></b>

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
**Las Vegas, Nevada**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

**NOTE A - BASIS OF PRESENTATION:**

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Housing Authority of the City of Las Vegas and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

**NOTE B - SUBRECIPIENTS:**

The Housing Authority of the City of Las Vegas provided no federal awards to subrecipients during the fiscal year ending September 30, 2003.

**NOTE C - DISCLOSURE OF OTHER FORMS OF ASSISTANCE:**

- The Housing Authority of the City of Las Vegas received no federal awards of non-monetary assistance that are required to be disclosed for the year ended September 30, 2003.
- The Housing Authority of the City of Las Vegas had no loans, loan guarantees, or federally restricted endowment funds required to be disclosed for the fiscal year ended September 30, 2003.
- The Housing Authority of the City of Las Vegas maintains the following limits of insurance as of September 30, 2003:

Property	\$ 144,038,467
Liability	\$ 1,000,000
Director & Officers	\$ 1,000,000
Commercial Auto	\$ 300,000
Worker Compensation	\$ 100,000
Employee Dishonesty	\$ 500,000
Boiler & Machinery	\$ 36,759,000
Business Computer	\$ 728,000

**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**  
**Las Vegas, Nevada**

**STATEMENT & CERTIFICATION OF ACTUAL CAPITAL FUND PROGRAM COSTS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2003**

**Program Year NV39P00250100**

1 The Actual Capital Fund Program Costs for Program Year NV39P00250100 were:

Funds Approved	\$ 4,270,723
Funds Expended	<u>4,270,723</u>
Excess of Funds Approved	<u>\$ -</u>
Funds Advanced	\$ 4,270,723
Funds Expended	<u>4,270,723</u>
Excess of Funds Advanced	<u>\$ -</u>

- 2 Audit period additions were \$ 24,164.94 and accordingly were audited by Rector & Moffitt, P.C.
- 3 The distribution of costs by major cost accounts as shown on the Final Statement of Performance & Evaluation Report for Capital Fund Program Cost dated January 24, 2003, accompanying the Actual Cost Certificate submitted to HUD for approval is in agreement with the PHA's records.
- 4 All capital fund grant costs have been paid and all related liabilities have been discharged through payment.

PROCUREMENT POLICY  
OF THE  
HOUSING AUTHORITY  
OF THE  
CITY OF LAS VEGAS

Revised March 23, 2004





## TABLE OF CONTENTS

<b>SECTION VII: APPEALS AND REMEDIES .....</b>	<b>13</b>
A. General .....	13
B. Bid Protests .....	14
C. Contract Claims.....	14
<b>SECTION VIII: ASSISTANCE TO SMALL AND OTHER BUSINESS .....</b>	<b>14</b>
A. Required Efforts .....	14
B. Definitions.....	15
<b>SECTION IX: ETHICS IN PUBLIC CONTRACTING .....</b>	<b>15</b>
A. General .....	16
B. Conflict of Interest.....	16
C. Gratuities, Kickbacks, and Use of Confidential Information .....	16
D. Prohibition Against Contingent Fees .....	16

## HOUSING AUTHORITY OF THE CITY OF LAS VEGAS PROCUREMENT POLICY

Established for the Housing Authority of the City of Las Vegas, Nevada (LVHA), by action of the LVHA Board of Commissioners (Board) on March 23, 2004. This Procurement Policy complies with HUD's Annual Contribution Contract (ACC), HUD Handbook 7460.8 (REV-1), "Procurement Handbook for Public Housing Agencies," the procurement standards of 24 CFR 85.36, and the applicable Nevada Revised Statutes (NRS). Generally, in the case of any discrepancy between any requirements contained in any of the above, the LVHA shall comply with the "most stringent" requirement.

### I. GENERAL PROVISIONS

- A. **Purpose:** The purpose of this procurement statement is to: provide for the fair and equitable treatment of all persons of firms involved in purchasing by the LVHA; assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available to the LVHA; promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and assure that the LVHA's purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and State and local laws.
- B. **Application:** This statement of procurement applies to all contracts for the procurement of supplies, services, and construction entered into by the LVHA after the effective date of this Statement. It shall apply to every expenditure of funds by the LVHA for public purchasing, irrespective of the source of funds, including contracts which do not involve an obligation of funds (such as concession contracts); however, nothing in this statement shall prevent the LVHA from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with the law. The term "procurement," as used in this Statement, includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment.
- C. **Public Access to Procurement Information:** Procurement information shall be a matter of public record to the extent provided for in any applicable Federal, State, or local laws or codes and shall be available to the public as provided in such statutes.

### II. PROCUREMENT AUTHORITY, ADMINISTRATION, AND APPROVAL

- A. **Authority:** All procurement transactions shall be administered by the Contracting Officer (CO), who shall be the Executive Director (ED) or other individual he/she has authorized in writing. The ED shall issue operational procedures to implement this Statement, which shall be based on HUD Handbook 7460.8. The ED shall also establish a system of sanctions for violations of the ethical standards described in Section IX below, consistent with State law.

**B. Administration:** The ED or his/her designee shall ensure that:

1. Procurement requirements are subject to an annual planning process to assure efficient and economical purchasing;
2. Contracts and modifications are in writing, clearly specifying the desired supplies, services or construction, and are supported by sufficient documentation regarding the history of the procurement, including as a minimum the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, the basis for the contract price; and, all contracts and modifications, specifically time extensions, shall be reviewed and approved by the LVHA legal Counsel prior to execution;
3. For procurements other than small purchases, public notice is given of each upcoming procurement at least 10 days before a solicitation is issued; responses to such notice are honored to the maximum extent practical; a minimum of 15 days is provided for preparation and submission of bids or proposals; and notice of contract awards is made available to the public;
4. Solicitation procedures are conducted in full compliance with Federal standards stated in 24 CFR 85.36, or State and local laws that are more stringent, provided they are consistent with 24 CFR 85.36;
5. An independent cost estimate is prepared before solicitation issuance and is appropriately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurements;
6. Contract award is made to the responsive and responsible bidder offering the lowest price (for sealed bid contracts) or contract awarded is made to the offeror whose proposal offers the greatest value to the LVHA, considering price, technical, and other factors as specified in the solicitation (for contracts awarded based on competitive proposals); unsuccessful firms are notified within 10 days after a final decision is made as to contract award; the Indefinite Quantity Contract type is prohibited unless a minimum and maximum quantity is clearly stated therein;
7. There are sufficient unencumbered funds available to cover the anticipated cost of each procurement before contract award or modification (including change orders), work is inspected before payment, and payment is made promptly for contract work performed and accepted; and
8. The LVHA complies with applicable HUD review requirements, as provided in the operational procedures supplementing this Statement.

**C. Approval:** This Statement and any later changes shall be submitted to the Board for approval. The Board appoints and delegates procurement authority to the ED and is responsible for ensuring any procurement policies adopted are appropriate for the LVHA. Accordingly, the ED or his/her designee is authorized by the Board to approve purchases and/or contracts of \$25,000 or less (either as a single contract or in the aggregate) as he/she deems is in the best operating interests of the LVHA, and, after review and approval by the Legal Counsel, the Board

must give prior approval to all purchases/contracts, change orders, and contract amendments/modifications over \$25,000.

### III. PROCUREMENT METHODS

A. **Selection of Method:** If it has been decided that the LVHA will directly purchase the required items, one of the following procurement methods shall be chosen, based on the nature and anticipated dollar value of the total requirement.

1. Purchases of \$25,000 or greater: All purchases and contracts with a value of \$25,000 or greater shall be completed only pursuant to one of the following methods:
  - a. Sealed Bid (IFB);
  - b. Competitive Proposal (RFP/QBS);
  - c. Similar process (IFB, RFP, QBS) conducted by another governmental agency;
  - d. Justified Single- or Sole-Source.

#### B. Small Purchase Procedures:

1. **General:** Any contract not exceeding \$25,000 may be made in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section (except as may be reasonably necessary to comply with Section VIII of this Statement).
2. **Petty Cash Purchases:** Small purchases of \$100 or less, which can be satisfied by local sources, may be processed through the use of a petty cash account. The CO shall ensure that: The account is established in an amount sufficient to cover small purchases made during a reasonable period (e.g., one week); security is maintained and only authorized individuals have access to the account; the account is periodically reconciled and replenished by submission of a voucher to the LVHA's finance officer; and, the account is periodically audited by the finance officer or designee to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers.
3. **Small Purchases of \$1,000 or Less:** For small purchases \$1,000 or less, only one quotation need be solicited if the price received is considered reasonable. Such purchases must be distributed equitably among qualified sources. If practicable, a quotation shall be solicited from other than the previous source before placing a repeat order. Nothing herein prevents the LVHA from conducting a competitive process for purchases \$1,000 or less.
4. **Small purchases of \$1,001 to less than \$25,000 (*Request For Quotations, RFQ*):** For small purchases in excess of \$1,000 but less than \$25,000, no less than three offerors shall be solicited to submit price quotations, which shall be obtained in writing, as allowed by State or local laws. Award shall be

made to the offeror providing the lowest acceptable quotation, unless justified in writing based on price and other specified factors, such as for architect-engineer contracts. If non-price factors are used, they shall be disclosed to all those solicited. The names, addresses, and/or telephone numbers of the offerors and persons contacted, date and amount of each quotation shall be recorded and maintained in an IT system as a public record (unless otherwise provided in State or local law).

**C. Sealed Bids:**

- 1. Conditions for Use:** Contracts shall be awarded based on competitive, sealed bidding if the following conditions are present: a complete, adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the procurement lends itself to a firm fixed price contract; and the selection of the successful bidder can be made principally on the basis of price. However, the LVHA may reject any bid based on that contractor's past performance (i.e., contract performance and/or quality of work), as long as the LVHA has adequate and appropriate documentation within the files justifying such action. Sealed bidding is the preferred method for construction procurement. For procurements under the Comprehensive Grant Program (CGP), the Capital Fund Program (CFP), the Major Reconstruction of Obsolete Public Housing Program (MROP), or any construction related federal grant, sealed bidding shall be used for all construction and equipment contracts exceeding the small purchase limitation. For professional service contracts, sealed bidding should not be used.
- 2. Solicitation and Receipt of Bids:** An Invitation For Bids (IFB) shall be issued including specifications and all contractual terms and conditions applicable to the procurement, including a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the IFB. The IFB shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped but not opened and shall be stored in a secure place until bid opening. A bidder may withdraw its bid at any time prior to bid opening.
- 3. Bid Opening and Award:** Bids shall be opened publicly and in the presence of at least one witness. An abstract of bids shall be recorded and the bids shall be available for public inspection. Award shall be made as provided in the IFB by written notice to the successful bidder (lowest responsive and responsible bidder). If equal low bids are received from responsible bidders, awards shall be made by drawing lots or similar random method, unless otherwise provided in State or local law and stated in the IFB. If only one responsive bid is received from a responsible bidder, award shall not be made unless a cost or price analysis verifies the reasonableness of the price.
- 4. Mistakes in Bids:**

- a. Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the IFB prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a non-judgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.
  - b. All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the CO. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the LVHA or fair competition shall be permitted.
5. **Bonds:** In addition to the other requirements of this Statement, the following requirements apply:
- a. For construction contracts exceeding \$100,000, other than those specified in 5b and 5c below, contractors shall be required to submit the following, unless otherwise required by State or local laws or regulations:
    - (1) A bid guarantee for each bidder equivalent to 5% of the bid price; and
    - (2) A performance bond for 100% of the contract price; and
    - (3) A payment bond for 100% of the contract price.
  - b. In the case of construction of conventional development projects funded pursuant to the U.S. Housing Act of 1937, the contractor shall be required to submit the following, unless otherwise required by State or local laws or regulations:
    - (1) A bid guarantee from each bidder equivalent to 5% of the bid price; and
    - (2) One of the following:
      - (a) A performance and payment bond for 100% of the contract price; or
      - (b) A 20% cash escrow; or
      - (c) A 25% irrevocable letter of credit.

- c. In the case of construction under the Comprehensive Grant Program (CGP), the Capital Fund Program (CFP), the Major Reconstruction of Obsolete Public Housing Program (MROP), or any construction-related federal grant, for any construction-related contract over \$25,000, the contractor shall be required to submit the following, unless otherwise required by State or local laws or regulations:
  - (1) A bid guarantee from each bidder equivalent to 5% of the bid price; and
  - (2) One of the following:
    - (a) A performance and payment bond for 100% of the contract price; or
    - (b) A separate performance and payment bonds, each for 50% or more of the contract price;
    - (c) A 20% escrow; or
    - (d) A 25% irrevocable letter of credit.

**D. Competitive Proposals:**

1. **Conditions for Use:** Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method of evaluating technical proposals and where the LVHA determines that conditions are not appropriate for the use of sealed bids. An adequate number of qualified sources shall be solicited, including all firms listed on the LVHA's bidder's list that have so stated an interest in responding to such solicitations issued by the LVHA; and in any case, it shall be the goal of the LVHA for each such solicitation to receive at least 3 proposals in response.
2. **Solicitation:** The Request For Proposals (RFP) shall clearly identify the relative importance of price and other evaluation factors and sub-factors, including the weight given to each technical factor and sub-factor. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitations issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals. The proposals shall be evaluated only on the criteria stated in the RFP.
3. **Negotiations:** Unless there is no need for negotiations with any of the offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of

negotiations shall be to seek clarification with regard to advising offerors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. No offeror shall be provided information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.

4. **Award:** After evaluation of proposal revision, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the LVHA (the top-rated responsive and responsible proposer).
  
5. **Architect/Engineer Services (Qualifications-Based Selection, QBS):** Pursuant to NRS 625.530, all architect/engineer services shall be procured on the basis of the competence and qualifications of the architect/engineer and not on the basis of competitive fees. Under the QBS method, the proposer's qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. QBS procedures shall not be used to purchase other types of services (i.e., construction contracts) even though architect-engineer firms are potential sources.

**E. Noncompetitive Proposals:**

1. **Conditions for Use:** Procurements shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, or competitive proposals, and one of the following applies:
  - a. The item is available only from a single source, based on a good faith review of available sources;
  - b. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the LVHA, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any other procurement methods, and the emergency procurement shall be limited to those supplies, services or construction necessary to meet the emergency;
  - c. HUD authorizes the use of noncompetitive proposals; or
  - d. After solicitation of a number of sources, competition is determined

inadequate.

2. **Justification:** Each procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures. The justification shall be approved in writing by the CO.
3. **Price Reasonableness:** The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described in paragraph III.F., below.

**F. Independent Cost Estimate; Cost and Price Analysis:**

1. **Independent Cost Estimate:** As detailed within the LVHA's set procedures, an independent cost estimate (ICE) shall be conducted for each procurement action. As a part of the Cost or Price Analysis the ICE shall be compared to the proposed costs to ensure that such costs are appropriate.
2. **Cost and Price Analysis, General:** A cost or price analysis shall be performed for all procurement actions, including contract modifications. The method of analysis shall be determined as follows. The degree of analysis shall depend on the facts surrounding each procurement.
3. **Submission of Cost or Pricing Information:** If the procurement is based on noncompetitive proposals, or when only one offer is received, or for other procurements as deemed necessary by the LVHA (e.g., when contracting for professional, consulting, or architect/engineer services) the offeror shall be required to submit:
  - a. A cost breakdown showing projected costs and profit;
  - b. Commercial pricing and sales information, sufficient to enable the LVHA to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or
  - c. Documentation showing that the offered price is set by law or regulation.
4. **Cost Analysis:** Cost analysis shall be performed if an offeror/contractor is required to submit a cost breakdown as part of its proposal. When a cost breakdown is submitted: A cost analysis shall be performed of the individual cost elements; the LVHA shall have a right to audit the contractor's books and records pertinent to such costs; and profit shall be analyzed separately.

Costs shall be allowable only to the extent that they are consistent with applicable Federal cost principals (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR Chapter 1). In establishing profit, the LVHA shall consider factors such as the complexity and risk of the work

involved, the contractor's investment and productivity, the amount of sub-contracting, the quality of past performance, and industry profit rates in the area for similar work.

5. **Price Analysis:** A comparison of prices shall be used in all cases other than those described in Paragraph III.F.3. above.

**G. Cancellations of Solicitations:**

1. An RFQ, IFB, RFP, QBS, or other solicitations may be canceled before offers are due if: The LVHA no longer requires the supplies, services or construction; they can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.
2. A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: the supplies, services, or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to the LVHA; prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds; there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or for good cause of a similar nature when it is in the best interest of the LVHA.
3. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.
4. A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.
5. If all otherwise acceptable bids received in response to an RFQ or IFB are at unreasonable prices, or only one bid is received and the price is unreasonable, the LVHA shall cancel the solicitation and either:
  - a. Re-solicit using an RFP; or
  - b. Complete the procurement by using the RFP method following paragraphs III.D.3. and III.D.4. above (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method and following paragraph III.E.2. above (when only one bid is received at an unreasonable price); provided that the CO determines in writing that such action is appropriate, all bidders are informed of the LVHA's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

#### **H. Cooperative Purchasing:**

1. **State and Local Government Contracts:** Pursuant to Chapter 4-41 of HUD Procurement Handbook 7460.8 REV-1 and NRS 332.195, the LVHA may enter into State and local intergovernmental agreements to purchase or use common goods and services or to make purchases directly from appropriate contracts issued by other governmental agencies. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the ensuing purchase document (contract or agreement) shall stipulate who is authorized to purchase on behalf of the LVHA and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions, including a "not to exceed" amount. The LVHA is encouraged to use Federal or State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.
2. **General Services Administration (GSA) Contracts:** Pursuant to 48 CFR Chapter 5 and NRS 332.115(m), the LVHA may procure from GSA contracts in lieu of conducting further competition, as long as all related requirements (e.g., Board approval; cost and/or price analysis; etc.) are complied with.

#### **IV. CONTRACTOR QUALIFICATIONS AND DUTIES**

- A. **Contractor Responsibility:** Procurement shall be conducted only with responsible contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Before awarding a contract, the LVHA shall review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement Programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other housing authorities), and financial and technical resources. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.
- B. **Suspension and Debarment:** Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) when necessary to protect the LVHA in its business dealings.
  1. The Purchasing Manager shall ensure that the staff person preparing the contract shall, pursuant to the set procedure, enter the contractor information into the applicable GSA website, print the resulting information

and place such within the applicable contract file, thereby insuring that the contractor is not listed on that site as debarred or suspended.

2. Similarly, the Purchasing Manager shall ensure that the staff person preparing the contract shall, pursuant to the set procedure, check the applicable HUD Limited Denial of Participation (LDP) website, print the resulting information and place such within the applicable contract file, thereby insuring that the contractor is not listed on that site as having a limited denial of participation.

C. **Qualified Bidder's List:** Interested businesses shall be given an opportunity to be included on qualified bidder's lists. Any pre-qualified lists of persons, firms, or products, which are used in the procurement of supplies and services, shall be kept current and shall include enough qualified sources to ensure competition. Firms shall not be precluded from qualifying during the solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers.

## V. TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION

A. **Contract Types:** Any type of contract which is appropriate to the procurement and which will promote the best interests of the LVHA may be used, provided that the cost-plus-a-percentage-of-cost and percentage of construction cost methods are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the LVHA's needs otherwise, and the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial firms Subpart 31.2 of the Federal Acquisition Regulation (FAR), found in 48 CFR Chapter 1). A time and material contract may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk.

B. **Options:** Options for additional quantities or performance periods may be included in contracts, provided that: (i) the option is contained in the solicitation; (ii) the option is a unilateral right of the LVHA; (iii) the contract states a limit on the additional quantities and the overall term of the contract; (iv) the options are evaluated as part of the initial competition; (v) the contract states the period within which the options may be exercised; (vi) the options may be exercised only at the price specified in or reasonably determinable from the contract; and (vii) the options may be exercised only if determined to be more advantageous to the LVHA than conducting a new procurement.

C. **Contract Clauses:** In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in 24 CFR 85.36 (i), such as the following:

1. Termination for convenience;
2. Termination for default;
3. Equal Employment Opportunity;
4. Anti-Kickback Act;
5. Davis-Bacon Act;
6. Contract Work Hours and Safety Standards Act, reporting requirements;
7. Patent rights;
8. Rights in data;
9. Examination Of records by Comptroller General, retention of records for three years after closeout;
10. Clean air and water;
11. Energy efficiency standards;
12. Bid protests and contract claims;
13. Value engineering; and
14. Payment of funds to influence certain Federal Transaction.

The operational procedures required by Paragraph II.A. of this statement shall contain the text of all clauses and required certifications (such as required non-collusive affidavits) used by the LVHA.

- D. **Contract Administration:** A contract administration system designed to ensure that contractors perform in accordance with their contracts shall be maintained.

The operational procedures required by Paragraph II.A. above shall contain guidelines for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts and similar matters. For cost reimbursement contracts with commercial firms, costs are allowable only to the extent that they are consistent with the cost principles in FAR Subpart 31.2.

Within 60 days of the completion of all work included in a contract the contractor will be given a list of required items necessary to close that contract and receive final payment. The contractor will have no more than 60 days from

the receipt of the notice to respond with the required items. After the 60-day period the LVHA will advertise for 3 consecutive days its intent to close the contract. Immediately after the first advertisement date there will be a 30-day wait period for anyone that may have an interest in the contract to file a claim with the LVHA. After the end of the 30-day wait, the LVHA will pay valid claims against the contract, the contract will be closed, and no further payments will be made to the contractor (and the contractor shall have no right to appeal after the 30-day wait period for interested parties to file a claim with the LVHA). Any funds remaining from that contract will be reprogrammed back into the respective budgets.

## VI. SPECIFICATIONS:

- A. **General:** All specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the LVHA's needs. Specifications shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase (but see Section VIII below). For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.
- B. **Limitation:** The following specifications limitations shall be avoided: geographic restrictions not mandated or encouraged by applicable Federal law (except for architect-engineer contracts, which may include geographic location as a selection factor if adequate competition is available); unnecessary bonding or experience requirements; brand name specifications (unless a written determination is made that only the identified item will satisfy the LVHA's needs); brand name or equal specifications (unless they list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur (for example, having a consultant perform a study of the LVHA's computer needs and then allowing that consultant to compete for the subsequent contract for the computers).

## VII. APPEALS AND REMEDIES:

- A. **General:** It is the LVHA's policy to resolve all contractual issues informally at the PHA level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the PHA level. When appropriate, the LVHA may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. HUD will only review protests in cases of violations of Federal law or regulations and failure of the LVHA to review a complaint or protest.

- B. **Bid Protests:** Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within 10 calendar days after receipt of notification of contract award or the protest will not be considered. All bid protests shall be in writing, submitted to the CO or designee, who shall issue a written decision on the matter. The CO may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.
- C. **Contract Claims:** All claims by a contractor relating to performance of a contract shall be submitted in writing to the CO or designee for a written decision. The contractor may request a conference on the claim. The CO's decision shall inform the contractor of its appeal rights to a higher level in the LVHA, such as the ED or a Procurement Appeals Board, if established.

#### **VIII. ASSISTANCE TO SMALL AND OTHER BUSINESS**

- A. **Required Efforts:** Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, the LVHA shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of the LVHA development are used when possible. Such efforts shall include, but shall not be limited to:
  - 1. Including such firms, when qualified, on solicitation mailing lists;
  - 2. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
  - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
  - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
  - 5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
  - 6. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the project, as described in 24 CFR 135; 9-1 requiring prime contractors, when

subcontracting is anticipated, to take the positive steps listed above in this section (1-6).

Goals may be established by the LVHA periodically for participation by small businesses, minority-owned businesses, women's business enterprises, labor surplus area businesses, and business concerns which are located in, or owned in substantial part by persons residing in the area of the project in the LVHA's prime contracts and subcontracting opportunities.

**B. Definitions:**

1. A small business is defined as a business, which is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 shall be used, unless the LVHA determines that their use is inappropriate.
2. A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans.
3. Women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U. S. citizens and who also control or operate the business.
4. A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or under-employment, as defined by the U.S. Department of Labor in 20 CFR 654, Subpart A, and in lists of labor surplus areas published by the Employment and Training Administration.
5. A business concern located in the area of the project is defined as an individual or firm located within the relevant Section 3 covered project area, as determined pursuant to 24 CFR 135.15, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the project is defined as a business concern which is 51% or more owned by persons residing within the Section 3 covered project, owned by persons considered by the U.S. Small Business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above.

**IX. ETHICS IN PUBLIC CONTRACTING:**

- A. **General:** The LVHA shall adhere to the following code of conduct, consistent with applicable State or local law.
- B. **Conflict of Interest:** No employee, officer or agent of this LVHA shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:
1. An employee, officer or agent involved in making the award;
  2. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, brother-in-law, sister-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, step-brother, step-sister, half brother, or half sister);
  3. His/her partner; or,
  4. An organization which employs, is negotiation to employ, or has an arrangement concerning prospective employment of any of the above.
- C. **Gratuities, Kickbacks, and Use of Confidential Information:** The LVHA officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain.
- D. **Prohibition Against Contingent Fees:** Contractors shall not retain a person to solicit or secure an LVHA contract or a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies.

# **Housing Authority of the City of Las Vegas**

## **Preventative Maintenance Plan**

10/24/2003

## **Introduction**

The Preventative Maintenance Plan includes scheduled annual physical housing inspections, assessments, repairs, and equipment replacement on all occupied and vacant units. The goal of this program is to identify, prevent, and correct maintenance deficiencies prior to them occurring. Units are scheduled according to the numerical PHA order, which HUD has identified.

This Preventative Maintenance Plan will provide for regular inspections of building structures, systems, and units and distinguish between work eligible for operating funds (routine maintenance) and work eligible for modernization funding (non-routine maintenance).

## **Building Structure Inspections**

An annual inspection of each building is completed by the Operations Department Inspector to ensure any deficiencies are documented. This documentation is forwarded to the Work Order Department and work orders are placed for all deficiencies. These work orders are distributed to the proper maintenance crew to complete the repairs. After the repairs are completed, the work order is returned to the Work Order Department to complete the work order in the computer system.

If the task to be completed is not considered routine maintenance, a new work order is placed in the computer system and referred to the Modernization Department and categorized as non-routine and modernization funding will be utilized for the repairs to be completed.

The Operations Department inspector will maintain a copy of the Operations annual building inspection schedule.

## **Building Systems**

Building systems, which include Fire Safety & Alarms, Boilers, Chillers, Elevators, and Back-up generators are inspected and scheduled for routine maintenance through contractors and vendors that provide this service. A work order will be called in for these services to document these services are being completed and tracked by the computer system.

Fire extinguishers will be serviced annually by the contractor and the Maintenance Department staff will complete the replacement/exchange of fire extinguishers annually in resident's units and common areas.

The Maintenance Department will maintain a copy of the inspection schedules.

## **Unit Inspections**

An annual inspection of each unit is completed by the Operations Department Inspector to ensure any deficiencies are documented. This documentation is forwarded to the Work Order Department and work orders are placed for all deficiencies. These work orders are distributed to the proper maintenance crew to complete the repairs. After the repairs are completed, the work order is returned to the Work Order Department to complete the work order in the computer system.

If the task to be completed is not considered routine maintenance, a new work order is placed in the computer system and referred to the Modernization Department and categorized as non-routine and modernization funding will be utilized for the repairs to be completed.

The Operations Department inspector will maintain a copy of the Operations annual unit inspection schedule.

# **Preventative Maintenance**

In addition to the preventative maintenance of building structures, building systems, and unit inspections annually there are other preventative maintenance tasks that are performed throughout the Housing Authority by maintenance and management staff.

## **Annual Services Performed:**

Residential and Common Area fire extinguishers are serviced annually. In addition to the annual replacement and recharging of fire extinguishers, maintenance and management staff is required to perform an inspection of the fire extinguisher on the work order prior to leaving the unit where applicable (some units have common area fire extinguishers). Each work order generated has a specific pass or fail indicator for the fire extinguisher.

Maintenance and management staff is required to perform an inspection of the smoke alarm(s) on the work order prior to leaving the unit. Each work order generated has a specific active or inactive indicator for the smoke alarm.

Ernie Cragin Terrace Swamp Coolers are serviced annually for Summer. This service generally takes place annually during the months of February through April.

Ernie Cragin Terrace Furnaces are serviced for the Winter. This service generally takes place annually during the months of August through October.

## **Other Quarterly Services Performed**

Pest Control Services for units and common areas are performed quarterly, as the contract requires. These services are provided by licensed contractors and paid through a Blanket Purchase Order (BPO). The contractor schedules these services through the contractor on a regular basis along with any additional need for services.

## **Other Routine Preventative Maintenance Services Performed**

Air Conditioning filter schedule for all PHA units with the exception of Scattered Sites is completed as scheduled. Maintenance staff annually along with the fire extinguisher exchange will change the Scattered Site a/c filters. A/C filters (approximately 10 each) are left in the residents unit and management informs the resident, upon signing the lease that the resident is responsible for changing the filters on a regular basis (at least quarterly).

Area light inspections are conducted randomly throughout the year.

Management staff along with their normal weekly routine inspection conducts trash chute inspections.

Property inspections are conducted weekly at all developments by the Management staff. These reports are forwarded to the Maintenance Department and work orders are generated to complete the tasks as needed. All safety and hazardous conditions are given priority over regular work generated from these inspections.

Property inspections, including shops and offices, will be conducted weekly by Maintenance Supervisors to ensure all PHAS requirements and REAC inspection issues are not in violation. All safety and hazardous issues will be corrected and/or abated within 24 hours.

Vacancy Crew (VA) staff conduct preventative maintenance and unit turnover in all vacant units. The units that are vacant are painted, all maintenance work is performed, and the units are cleaned thoroughly. After the unit is completed, management staff performs an inspection identifying all work that may have been missed by the VA Crew. A callback list is forwarded to the VA Crew Supervisor and staff is assigned to return to the unit to complete the list as required.

Mold Inspections are conducted two (2) weeks after a water leak and/or flood is called in as a work order. A list is generated weekly through the computer by identifying service codes and Work Order staff is provided the list to input mold inspection work orders for staff to perform the actual mold inspection. This reduces the chances of mold growth in the Housing Authority units by identifying the issue before it develops into a health-related concern.

Pigeon Control is performed regularly by the pigeon abatement contractor.



**EMERGENCY MAINTENANCE SERVICE POLICY**

The telephone number for maintenance work order requests, including emergency, routine, after hours, weekends, and holidays is **922-6020**.

Requests for daily maintenance work will be taken between 8:00 a.m. through 5:00 p.m., Monday through Friday (except holidays). Routine work requests will be completed within five (5) working days. Requests for emergency maintenance will be taken on a 24-hour basis everyday and repairs will be completed or abated within 24 hours.

**ONLY THE FOLLOWING ITEMS WILL BE CONSIDERED EMERGENCIES:**

**Sewer Stoppages:** Toilets, outdoor main sewers, toilets backing up into tub. Kitchen sink, bathroom sink, washer drains, and units with more than 1 toilet will not be considered as emergencies.

**Plumbing breaks or leaks:** Indoor and outdoor Main water lines, breaks that cause flooding in unit, and broken water heater tanks. Faucet leaks, drain lines where water can be shut off from faucets and toilet tanks running will not be considered emergencies.

**Electrical Failure:** Any electrical failure to any entire room including kitchen, bathroom, laundry room, & garage of the unit will be considered an emergency. Any exposed wiring in the occupied unit or on the premises, including community spaces, offices, and maintenance shop electrical shorts will also be considered an emergency.

**Other:** All life safety and health issues, fires, gas leaks, and natural disasters will be considered emergencies.

**The following item will take priority over routine work orders:**

**Air Conditioning Heating and Cooling:** All Heating and Cooling maintenance requests are priority over routine. All heating and cooling requests will be abated or repaired within 24 hours. Cooling requests will receive priority during the dates from April 15 through October 15 each year. Heating requests will receive priority during the dates from October 16 through April 14.

\*\*\*\*\*  
Lock-outs and lock changes will not be considered an emergency at any time. All immediate lock changes will receive a \$25.00 dollar service charge. A picture ID will be required and these requests are taken through the Management Office.

If maintenance responds to an “emergency” and it is found not to be an “emergency” a charge \$25.00 will be applied to the account of the resident for time used by maintenance.

**Housing Authority of the City of Las Vegas**

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

**FOR THE**

**PUBLIC HOUSING PROGRAM**

Approved by the PHA Board of Commissioners: \_\_\_\_\_

Submitted to HUD: \_\_\_\_\_

2005 UPDATE

**Chapter 1**  
**STATEMENT OF POLICIES AND OBJECTIVES**

- A. HOUSING AUTHORITY MISSION STATEMENT .....
- B. LOCAL OBJECTIVES.....
- C. PURPOSE OF THE POLICY.....
- D. FAIR HOUSING POLICY .....
- E. CUSTOMER SERVICE .....
- F. TRANSLATION OF DOCUMENTS.....
- G. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS)  
OBJECTIVES .....
- H. FAMILY OUTREACH .....
- I. PRIVACY RIGHTS.....
- J. POSTING OF REQUIRED INFORMATION .....
- K. TERMINOLOGY .....

**Chapter 2**  
**ELIGIBILITY FOR ADMISSION**

- A. QUALIFICATION FOR ADMISSION .....
- B. FAMILY COMPOSITION.....
- C. MANDATORY SOCIAL SECURITY NUMBERS .....
- D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS .....
- E. OTHER ELIGIBILITY CRITERIA .....
- F. SCREENING FOR ONE-STRIKE.....
- G. SCREENING FOR SUITABILITY .....
- H. DENIAL OF ADMISSION .....
- I. FIVE-YEAR ADMISSION BAR PERIOD.....
- J. THREE-YEAR ADMISSION BAR PERIOD.....
- K. ONE-YEAR ADMISSION BAR PERIOD .....
- L. USE OF FBI AND LAW ENFORCEMENT RECORDS.....
- M. CONFIDENTIALITY OF CRIMINAL RECORDS .....
- N. PROHIBITED CRITERIAL FOR DENIAL OF ADMISSION.....
- O. HEARINGS .....

**Chapter 3**  
**APPLYING FOR ADMISSION**

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

**Chapter 4**  
**TENANT SELECTION AND ASSIGNMENT PLAN**

A. MANAGEMENT OF THE WAITING LIST.....

B. SITE BASED WAITING LISTS.....

C. WAITING LIST PREFERENCES .....

D. VERIFICATION OF PREFERENCE QUALIFICATION .....

E. PREFERENCE DENIAL.....

F. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION  
OF APPLICANTS .....

G. INCOME TARGETING.....

H. UNITS DESIGNATED FOR THE ELDERLY.....

I. UNITS DESIGNATED FOR THE DISABLED .....

J. MIXED POPULATION UNITS.....

K. GENERAL OCCUPANCY UNITS .....

L. DECONCENTRATION OF POVERTY AND INCOME-MIXING.....

M. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST.....

N. REMOVAL FROM WAITING LIST AND PURGING.....

O. OFFER OF ACCESSIBLE UNITS .....

P. PLAN FOR UNIT OFFERS .....

Q. CHANGES PRIOR TO UNIT OFFER.....

R. APPLICANT STATUS AFTER FINAL UNIT OFFER.....

S. TIME-LIMIT FOR ACCEPTANCE OF UNIT.....

T. REFUSAL OF OFFER.....

**Chapter 5**  
**OCCUPANCY GUIDELINES**

A. DETERMINING UNIT SIZE.....

B. EXCEPTIONS TO OCCUPANCY STANDARDS .....

C. INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO  
LOWER INCOME DEVELOPMENTS.....

D. ACCESSIBLE UNITS.....

E. FAMILY MOVES .....

**Chapter 6**  
**DETERMINATION OF TOTAL TENANT PAYMENT**

- A. MINIMUM RENT .....
- B. INCOME AND ALLOWANCES.....
- C. TRAINING INCOME EXCLUSIONS.....
- D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS.....
- E. INDIVIDUAL SAVINGS ACCOUNTS.....
- F. TRAINING PROGRAMS FUNDED BY HUD.....
- G. AVERAGING INCOME.....
- H. MINIMUM INCOME.....
- I. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME .....
- J. REGULAR CONTRIBUTIONS AND GIFTS.....
- K. ALIMONY AND CHILD SUPPORT .....
- L. LUMP-SUM RECEIPTS.....
- M. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS.....
- N. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE.....
- O. CHILD CARE EXPENSES.....
- P. MEDICAL EXPENSES.....
- Q. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES.....
- R. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS.....
- S. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS .....
- T. EXCESS UTILITY PAYMENTS .....
- U. FAMILY CHOICE IN RENTS .....
- V. HACLV's FLAT RENT METHODOLOGY .....

**Chapter 7**  
**VERIFICATION PROCEDURES**

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

**Chapter 8**  
**TRANSFER POLICY**

- A. ELIGIBILITY FOR TRANSFER.....
- B. EMERGENCY TRANSFERS.....
- C. TRANSFERS DUE TO ILLNESS AND/OR DISABILITY.....
- D. TRANSFERS TO ACCOMMODATE FAMILIES THAT ARE OVER- OR UNDER-HOUSED.....
- E. ADDITIONAL REQUIREMENTS FOR SCATTERED SITE UNITS.....
- F. GENERAL CONDITIONS GOVERNING TRANSFERS.....

**Chapter 9**  
**LEASING**

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

**Chapter 10  
PET POLICY**

A. MANAGEMENT APPROVAL OF PETS .....

B. STANDARDS FOR PETS .....

C. PETS TEMPORARILY ON THE PREMISES .....

D. REGISTRATION, ADMINISTRATION, AND OTHER RESTRICTIONS.....

E. ADDITIONAL FEES AND DEPOSITS FOR PETS.....

F. ALTERATIONS TO UNIT .....

G. PET WASTE REMOVAL CHARGE .....

H. PET AREA RESTRICTIONS .....

I. NOISE.....

J. CLEANLINESS REQUIREMENTS.....

K. PET CARE.....

L. RESPONSIBLE PARTIES .....

M. INSPECTIONS.....

N. TERMINATION OF TENANCY.....

O. PET REMOVAL.....

P. EMERGENCIES.....

**Chapter 11  
RECERTIFICATIONS**

A. ELIGIBILITY FOR CONTINUED OCCUPANCY .....

B. ANNUAL RECERTIFICATIONS .....

C. REPORTING INTERIM CHANGES.....

D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM  
REQUIREMENTS.....

E. OTHER INTERIM REPORTING ISSUES.....

F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) .....

G. REPORTING OF CHANGES IN FAMILY COMPOSITION .....

H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT .....

I. CHANGES IN UNIT SIZE .....

J. CONTINUANCE OF ASSISTANCE FOR “MIXED” FAMILIES .....

K. UNIT TRANSFERS .....

**Chapter 12**  
**LEASE TERMINATIONS**

- A. TERMINATION BY TENANT .....
- B. TERMINATION BY HACLV .....
- C. NOTIFICATION REQUIREMENTS .....
- D. PROHIBITED CRIMINAL CONDUCT UNDER ONE-STRIKE .....
- E. RECORD KEEPING .....
- F. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS .....

**Chapter 13**  
**GRIEVANCE PROCEDURES**

- A. DEFINITIONS .....
- B. CONVENTIONAL HOUSING PROGRAMS GRIEVANCE PROCEDURES .....

**Chapter 14**  
**RENT AND DEBT COLLECTION PROCEDURES**

- A. COLLECTING RENT .....
- B. DELINQUENT ACCOUNTS .....
- C. REPAYMENT AGREEMENTS .....
- D. COLLECTION OF VACATED ACCOUNTS .....
- E. EVICTIONS FOR NON-PAYMENT .....
- F. RENT COLLECTION MONITORING .....

**Chapter 15**  
**COMMUNITY SERVICE**

- A. REQUIREMENT .....
- B. EXEMPTIONS .....
- C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM .....
- D. ANNUAL DETERMINATIONS .....
- E. NONCOMPLIANCE .....
- F. HACLV RESPONSIBILITY .....
- G. HACLV IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT .....
- H. ELIGIBLE COMMUNITY SERVICE REQUIREMENT .....

**PROGRAM INTEGRITY ADDENDUM**

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

**GLOSSARY**

- I. TERMS USED IN DETERMINING RENT .....
- II. GLOSSARY OF HOUSING TERMS .....
- III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE.....

**ADDENDUM**

- 1. HACLV POLICY ON PERSONS WITH LIMITED ENGLISH PROFICIENCY
- 2. HACLV EFFECTIVE COMMUNICATION POLICY
- 3. HACLV AFFIRMATIVE MARKETING POLICY
- 4. HACLV REASONABLE ACCOMMODATION POLICY
- 5. HACLV REVISED LEASE

# Chapter 1

## STATEMENT OF POLICIES AND OBJECTIVES

### INTRODUCTION

The Low Rent Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Public Housing Program and the functions and responsibilities of the Housing Authority of the City of Las Vegas (HACLV) staff shall be in compliance with the HACLV's Personnel Policy, any union agreements of the HACLV, and this Admissions and Continued Occupancy Policy. The administration of the HACLV's housing program will also meet the regulations of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, required sections of Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts V, VII and IX. (Code of Federal Regulations).

The Housing Authority of the City of Las Vegas began to administer its conventional public housing program in 1947. The program was designed to provide safe, decent and sanitary housing to low income families, at affordable rental rates.

Today, HACLV provides public housing assistance to more than ~~1,502~~ 2200 families and receives an average of 1,000 applications for assistance each quarter.

The demand for assistance is expected to increase as HACLV approaches the new millennium. In order to address this growing demand, HACLV must administer its public housing program in accordance with all applicable federal, state and local statutes, regulations and ordinances. The purpose of this policy is to effectuate the provisions of those laws and regulations.

### A. HOUSING AUTHORITY MISSION STATEMENT

It is the mission of the Housing Authority of the City of Las Vegas to provide safe, decent and sanitary housing to low and very-low income families, in an environment that fosters self-sufficiency and community pride.

### B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that the HACLV is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust.

Following are the Housing Authority's goals and objectives that will enable the HACLV to serve the needs of the low income and very low-income families as identified by the HACLV for the next five fiscal years.

<b>HUD Strategic Goal:</b>	<b>Increase the availability of decent, safe, and affordable housing</b>
<b>Public Housing Goal:</b>	Create positive public relations that expand the level of family and community support in accomplishing HACLV's mission.
<b>Public Housing Objective:</b>	Develop public/private partnerships to create affordable housing opportunities and to increase the number of affordable housing units with limited federal subsidy. Ensure that all units meet Housing Quality Standards and other HACLV standards identified in the Admissions and Continued Occupancy Policy.
<b>Public Housing Goal:</b>	Provide decent, safe and sanitary housing for very low income families while maintaining their rent payments at an affordable level.
<b>Public Housing Objective:</b>	Implement a flat rent structure that encourages family economic independence
<b>Public Housing Goal:</b>	Administer an efficient, high performing agency through continuous improvement of HACLV's support systems and commitment to our employees and their development
<b>Public Housing Objective:</b>	Attain a PHAS score of 95%. Increase internal and external customer satisfaction
<b>Public Housing Goal:</b>	Ensure all units meet HUD's Uniform Physical Condition Standards (UPCS)
<b>Public Housing Objective:</b>	Attain a PHAS component score of 100%
<b>HUD Strategic Goal:</b>	Promote self-sufficiency and asset development of families and individuals promote homeownership opportunities to all goals (2) and the objectives.
<b>Public Housing Goal:</b>	Promote self-sufficiency and assist in the expansion of family opportunities that address educational, socioeconomic, recreational and other human service needs
<b>Public Housing Objectives:</b>	Increase the number and percentage of employed persons in assisted families Provide or attract supportive services to improve employability for recipients of assistance.

In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

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

To avoid concentrations of economically and socially deprived families in any one or all of the HACLV's public housing developments.

To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to HACLV employees.

To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the HACLV's jurisdiction.

To facilitate the judicious management of the HACLV inventory, and the efficient management of the HACLV staff.

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

To promote opportunities for persons of Limited English Proficiency to achieve full participation and access to all programs and services.

To promote homeownership opportunities.

### **C. PURPOSE OF THE POLICY**

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

The HACLV Board of Commissioners must approve the original policy and any changes. Required portions of this Plan will be provided to HUD.

### **D. FAIR HOUSING POLICY**

Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in operating its programs. It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The HACLV will comply with all laws relating to Civil Rights, including:

Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; 24 CFR 1 and 100

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), which extend protection

against discrimination based on disability and familial status, and spell out forms of prohibited discrimination; 24 CFR 100

Executive Order 11063; 24 CFR 107

Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; 24 CRR 8

The Age Discrimination Act of 1975, which establishes certain rights of the elderly; 24 CFR 146

Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

Section 119 of the Rehabilitation, Comprehensive Services and Developmental Disabilities Amendments of 1978

Any applicable State laws or local ordinances and any legislation protecting individual rights of tenants, applicants or staff that may subsequently be enacted.

The HACLV shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the HACLV'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.

Fair Housing posters and housing information are displayed in locations throughout the HACLV's office in such a manner as to be easily readable from a wheelchair.

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

The HACLV's central office is accessible to persons with disabilities. Where additional accessibility is needed in other locations, reasonable accommodation will be made. Accessibility for the hearing impaired will be provided by using a sign language interpreter, the TDD telephone service provider or other method requested by a qualified person with a disability. Further, applicants and residents who need material presented in any alternative format because of a disability may request such an accommodation at anytime in compliance with HACLV's Effective Communication Policy.

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

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 that is different from that provided to 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;  
or

Deny a person access to the same level of services.

The HACLV 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).

#### **E. CUSTOMER SERVICE**

It is the policy of the HACLV to provide courteous and efficient service to all applicants for housing assistance. In that regard, HACLV will endeavor to accommodate persons with disabilities, as well as those persons with **limited English proficiency (LEP)** barriers.

#### **F. Reasonable Accommodations Policy**

1. The Authority, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and residents if they or any family members have a disability. See the Definitions section of this policy for the definition of "individual with a disability". **24 CFR § 8.4**
2. Applicants, residents or employees who are individuals with disabilities should contact the Authority's 504/ADA Coordinator or submit a request for a reasonable accommodation form to their manager/other staff to seek reasonable accommodations.
3. A reasonable accommodation is some modification or change PHA can make, at the PHA's expenses, to its units, buildings, sites, policies, practices or procedures that will assist an otherwise eligible applicant or resident with a disability to take full advantage of and use all the PHA's programs, including those that are operated by other agencies in PHA-owned public space. **24 CFR § 8.20**
4. The standard used for modifications in a PHA unit and route is the Uniform Federal Accessibility Standard (UFAS). The standard used for modifications to non-housing facilities is the Americans with Disabilities Act Accessibility Guidelines (ADAAG).
5. An accommodation is not reasonable if it: **24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)**
  - a. Causes an undue financial and administrative burden; or
  - b. Represents a fundamental alteration in the nature of PHA's program.

6. Examples of reasonable accommodations include, but are not limited to: **24 CFR § 8.4**
  - a. Making alterations to a PHA unit to make it fully accessible so it could be used by a family member who uses a wheelchair;
  - b. Making alterations to the grounds of a property and to the route through the property and building to create an accessible route for a family member who uses a wheelchair;
  - c. Transferring a resident family to a unit with more bedrooms to provide a separate bedroom for a person with a disability or for a needed live-in aide;
  - d. Upon request, transferring a resident from a unit that cannot be made accessible to a unit that is accessible;
  - e. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility (as well as other modifications that may be needed for non-housing facilities to create equal access and full usability by individuals with disabilities);
  - f. Adding or altering unit or building features so they may be used by a family member with a disability, including but not limited to;
    - 1) Installing strobe-type flashing light smoke detectors in a unit for a family with a hearing impaired member;
    - 2) Adding structural grab bars in the bathroom;
    - 3) Changing the doorknobs to lever-type door handles;
    - 4) Modifying cabinets, counters, counter heights, appliance controls and floor area to create an accessible kitchen;
    - 5) Providing accessible kitchen appliances;
    - 6) Installing a magnifier over the thermostat for a resident with a vision impairment;
    - 7) Modifying fixtures, mirror position, and faucet controls, adding structural grab bars and increasing floor area to create an accessible bathroom; and
    - 8) Lowering the peephole on the door so it can be used by a person in a wheelchair;
  - g. Permitting a family to have an animal to assist a family member with a disability in a PHA family development where no pets are allowed or the size of the animal is usually limited; **24 CFR § 8.20**
  - h. Providing a van to take PHA resident children to and from their development, where the childcare facility is not accessible, to an accessible childcare facility; **24 CFR § 8.21**
  - i. Making sure that PHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: **24 CFR § 8.6**
    - 1) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with PHA staff;
    - 2) Making a sign language interpreter available to an applicant or resident with a hearing impairment during interviews or meetings with PHA staff;
    - 3) Providing Telecommunications Devices for the Deaf (TDDs) to permit persons with hearing impairments to communicate with the PHA by telephone;

- 4) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with PHA if the individual desires such representation;
  - 5) Permitting an outside agency or individual to assist an applicant or resident with a disability to meet the PHA's applicant screening criteria.
7. An applicant or resident family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able **24 CFR § 8.3**
- a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
  - b. to care for and avoid damaging the unit and common areas;
  - c. to use facilities and equipment in a reasonable way;
  - d. to create no health, or safety hazards, and to report maintenance needs;
  - e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
  - f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
  - g. to comply with necessary and reasonable rules and program requirements of HUD and the PHA.

But there is no requirement that they be able to do these things without assistance.

8. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, PHA will, as a reasonable accommodation, permit a friend, family member or advocate to provide such assistance or make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**
9. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, PHA may terminate the lease. **24 CFR § 8.2**
10. At any time an applicant or resident family has a disability and needs or wants a reasonable accommodation, it may be requested. **24 CFR § 8.20**
11. If an applicant or resident would prefer not to discuss the situation with the PHA, that is his/her right.

### **C. Making Programs and Facilities Accessible to People with Disabilities**

1. Subject to the undue burdens and fundamental alterations tests, HACLV will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the HACLV's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, HACLV shall comply with all requirements and prohibitions in applicable law. Specific actions are described in the **HACLV's Policy on Civil Rights and Disability Rights**.

**24 CFR § 8.4 attached as an addendum to the ACOP**

2. Facilities and programs used by applicants and residents shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the PHA has such facilities) will be usable by residents with a full range of disabilities. If PHA offers such facilities, and none is accessible, some<sup>1</sup> will be made so, subject to the undue financial and administrative burden test. **24 CFR § 8.21**
3. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in the *HACLV's Policy on Civil Rights and Disability Rights*. **24 CFR § 8.6**

**D. Providing Information in Languages other than English**

1. PHA makes all written materials to be used by or sent to applicants or residents available in a language other than English if at least five percent of the program eligible people in the PHA's jurisdiction speak that language and have limited English proficiency. When the group of people needing translation equals at least five percent of the program eligible population:
  - a. In some cases, materials will be printed with an English version on one side of the paper and in an alternate language version on the reverse.
  - b. Complex documents, such as the Lease and Grievance Procedure will be available in both English and other languages.
  - c. Persons who are fluent in the alternate language are available for interviews, meetings and other forms of face-to-face communication with families whose first language is something other than English.
2. To assist persons with limited English proficiency who are not a large enough group to warrant full translation, HACLV shall contract with a professional service provider to provide at no cost to eligible families interpretation services.
3. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants and residents shall be available in all languages used by a significant proportion of the HACLV's eligible population or tagged to inform persons with LEP that bi-lingual staffs are available to assist in interpreting and translations. Forms that shall be translated into Spanish includes the following documents related to registration, intake, marketing, outreach, certification, re-examination and inspections:
  - a. Pre- Application

---

<sup>1</sup> It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

- b. Full – Applications
- c. Personal Declaration Form;
- d. Leases;
- e. Posters;
- f. Authorization Forms
- g. Flat Rent Option Notice
- h. Notices
- i. Grievance Procedures

### **Accommodations for Persons with Disabilities**

The HACLV shall make reasonable accommodation to the known physical, **emotional** or mental limitations of a housing applicant and/or tenant with disabilities, unless the needed or requested accommodation would impose an undue **financial and administrative burden upon** the operation of the public housing program **or would constitute a fundamental alteration in the nature of HACLV's programs.**

For purposes of this section, a person with a disability means any person who has a physical or mental impairment that substantially limits one or more life activities; or is regarded as having such as impairment; or has a record of such an impairment.

For purposes of this section, HACLV will make the following types of accommodations to persons with disabilities to facilitate the application process:

Permitting the submission of applications or certification forms via mail;

Permitting an authorized designee to participate in the application or certification process;

Providing **alternative methods of communication requested by a qualified person with a disability, e.g.** assisted listening devices or a certified sign language or Braille interpreter to facilitate the application or certification process.

### **Accommodation Requests**

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for the HACLV, meaning an action requiring "significant difficulty and expense taking into account all funding sources available to HACLV.

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

The nature and cost of the accommodation needed;

The overall financial resources of the HACLV and;

The complexity and difficulty of the administrative burden caused by the accommodation and the number of staff hours needed to complete it.

### **Verification of a Request for Accommodation**

All requests for accommodation or modification of a unit will be verified with a reliable, knowledgeable, health care professional unless the requestor file already provides said verification.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that:

- The individual is a qualified individual with a disability and;
- The accommodation is needed as a direct result of the disability.

### **Home Visits**

When the family requests a home visit and the need for reasonable accommodation has been established by HACLV, the HACLV will conduct home visits to residents to conduct annual and interim recertifications.

Requests for home visit recertifications must be received by the HACLV at least 10 calendar days before the scheduled appointment date in order for the request to be considered.

### **Other Accommodations**

The Housing Authority utilizes organizations which provide assistance for hearing- and sight-impaired persons when needed.

Families will be offered an accessible unit, upon request by the family, when an accessible unit is available.

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

### **Language Translation**

The HACLV will provide language interpreters to applicants and tenants whose primary language is other than English. The HACLV has bi-lingual staff members who can assist Spanish-speaking applicants and tenants; interpreters from the 8<sup>th</sup> Judicial District Court will be used to interpret applications for applicants who speak all other languages (except English.) See [Addendum 1 attached to this policy- Limited English Proficiency Policy](#)

### **Literacy Assistance**

HACLV will provide readers to assist illiterate persons in completing the application and certification process.

## **F. TRANSLATION OF DOCUMENTS**

The Housing Authority has bilingual staff to assist non-English speaking families in Spanish. HACLV may translate documents into other languages with the assistance of the 8<sup>th</sup> Judicial District Court interpreter service and other local organizations.

## **G. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES [24 CFR 901 & 902]**

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

The HACLV is continuously assessing its program and consistently strives to make improvements. The HACLV acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. The HACLV intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

## **H. FAMILY OUTREACH**

The HACLV will publicize and disseminate information to make known the availability of housing units and housing-related services for very low income families on a regular basis using methods such as resident newsletters, on-site meetings, direct mailings, and public broadcasts using the local radio and television stations.

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

When the HACLV's waiting list is open, the HACLV will periodically publicize the availability and nature of housing assistance for very low income families in a newspaper of general circulation, including local minority publications and other suitable means (see Chapter 4, Section A.)

Notices will be provided in English and Spanish and printed in the Spanish newspapers.

To reach persons who cannot read the newspapers, the HACLV may distribute fact sheets to the broadcast media and utilize public service announcements.

## **I. Affirmative Marketing 24 CFR 960.103**

1. HACLV will conduct affirmative marketing as needed so the wait list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the wait list. HACLV will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply. The method to be used for Affirmative Marketing is described in the [HACLV's Policy on Affirmative Marketing](#) – Attached as an addendum to this policy

## **J. PRIVACY RIGHTS**

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

The HACLV's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information. Information considered confidential includes identity, address, social security number, medical reports, income statements and criminal history. Said information will not be released without the authorization of the client or court order unless the requestor is a local, state or federal government agency.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be returned to the health care provider or shredded.

The HACLV's practices and procedures are designed to safeguard the privacy of applicants and tenants.

Files will never be left unattended or placed in common areas.

HACLV staff will not discuss or access family information contained in files unless there is a business reason to do so. Admissions staff will be required to disclose whether s/he has relatives who have applied for Public Housing. All staff will be required to disclose whether s/he has relatives who are living in Public Housing. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action .

## **J. POSTING OF REQUIRED INFORMATION**

The HACLV will maintain a bulletin board in a conspicuous area of the central office which will contain a notice of availability upon request of the following documents:

Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP) or a notice of where the policy is available

Information on application taking

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

Income limits for admission

Current schedule of routine maintenance charges

A copy of the lease

The HACLV's grievance procedures

A Fair Housing poster

An Equal Opportunity in Employment poster

Current resident notices

Required public notices

Security deposit charges

Information on preferences

Schedule of utility allowances (if applicable)

One Strike information

Site developments will maintain a bulletin board in a conspicuous place which will contain a notice of availability of the following documents upon request:

Tenant selection policies (960.204)

Information on application taking

Income limits for admission

Current schedule of maintenance charges

Copy of lease

HACLV's grievance procedures

Fair Housing poster

Equal Opportunity in Employment poster

Current resident notices

Security deposit charges

Zero Tolerance policy (sexual harassment)

Hotline information

Mission statement

One Strike policy

**K. TERMINOLOGY**

The Housing Authority of the City of Las Vegas is referred to as "HACLV" throughout this document.

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

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

"Landlord" refers to the HACLV.

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

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

See Glossary for other terminology.

## Chapter 2

### ELIGIBILITY FOR ADMISSION

[24 CFR 960.201]

#### **INTRODUCTION**

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

The guidelines in this chapter shall be followed consistently so as not to discriminate against applicants on the basis of race, color, nationality, religion, gender, familial status, marital status, disability or any other prohibited basis.

#### **A. QUALIFICATION FOR ADMISSION**

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

Is a family as defined in this chapter;

Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 200 and Part 5, Subpart E);

Has an annual income at the time of admission that does not exceed the low income limits for occupancy established by HUD and posted separately in the HACLV offices;

*Note: The Quality Housing and Work Responsibility Act of 1998 authorizes PHAs to admit families whose income does not exceed the low-income limit (80% of median area income) once the PHA has met the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income).*

Provides a social security number for all family members, age 6 or older, or will provide written certification that they do not have social security numbers;

Meets or exceeds the tenant selection and suitability criteria as set forth in this policy.

#### **Timing for the Verification of Qualifying Factors**

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit.

## **B. FAMILY COMPOSITION**

### **Definition of Family**

The applicant must qualify as a family. A family may be a single person or a group of persons. A group of persons is defined by the HACLV as two or more persons who intend to share residency whose income and resources are available to meet the family's needs, and will live together in HACLV housing.

Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law.

Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

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

A family with or without children;

An elderly family;

A disabled family;

A displaced family;

The remaining member of a tenant family;

A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family;

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

Two or more near-elderly persons living together, or one or more near-elderly persons living with one or more live-in aides.

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

### **Occupancy by Police Officers**

In order to provide an increased sense of security for public housing residents, the HACLV may allow public housing units to be occupied by police officers.

Police officers will not be required to be income eligible to qualify for admission to the HACLV's public housing program.

### **Head of Household**

The head of household is the adult member of the household who is designated by the family as head of household, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

Emancipated minors who qualify under State law will be recognized as head of household if there is a court order recognizing them as an emancipated minor.

Persons who are married are legally recognized as adults under State law.

## **Spouse of Head of Household**

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

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-head of household.

### **Co-Head of Household**

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

### **Live-In Attendants**

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

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

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

Would not be living in the unit except to provide care for the person(s).

Must be 18 years or older.

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the tenant family.

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

Family members of a live-in attendant may also reside in the unit, provided doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

The live-in aide may hold outside employment or attend school if there is evidence that appropriate alternative care will be provided to the near-elderly, elderly or disabled during these periods of time.

After the HACLV approves the addition of a live-in aide on behalf of a resident, the resident must submit a specific live-in aide's name and information for approval by the HACLV within 30 calendar days of the HACLV's notification. If the 30 calendar days expires, the resident will have to resubmit an application for approval of a live-in aide.

A specific live-in aide may only reside in the unit with the approval of the HACLV. The HACLV shall make the live-in aide subject to the agency's normal screening criteria and will require the live-in aide to execute a lease rider agreeing to abide by the terms and conditions of occupancy set forth in the lease agreement. If the live-in aide violates provisions of the lease rider, the HACLV may take action against the live-in aide separate from action against the assisted family.

If the live-in aide or their family members participate in drug-related or criminal activities, the HACLV will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

Verification of the need for a live-in aide must include the hours the care will be provided.

The HACLV has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this chapter.

### **C. MANDATORY SOCIAL SECURITY NUMBERS** [24 CFR 5.216]

Families are required to provide verification of social security numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

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

If a member does not have a social security number they must sign a certification stating that they do not have one. The certification shall:

state the individual's name;

state that the individual has not been issued a social security number;

state that the individual will disclose the social security number, if they obtain one at a later date;

be signed and dated.

#### **D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS (24 CFR, Subpart B)**

In order to receive assistance, the head or spouse must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the citizenship/eligible immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

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

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

Non-immigrant students defined by HUD in the noncitizen regulations are not eligible for assistance.

The HACLV will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, 1998.

No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

**Individuals who are citizens of the United States may certify to their status on the required HUD form (214 form).**

#### **E. OTHER ELIGIBILITY CRITERIA**

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

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

to care for and avoid damaging the unit and common areas;

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

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

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

not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the HACLV premises;

*not to have ever* been convicted of manufacturing or producing methamphetamine (also known as "speed") on an assisted housing site;

not subject to a lifetime sex offender registration requirement under a State sex offender registration program (effective with publication of final rule);

to comply with necessary and reasonable rules and program requirements of HUD and the HACLV; and,

to comply with local health and safety codes.

The LVHA must reject applicants for a period of three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. 24 CFR 204 (a).

#### **F. SCREENING FOR "ONE STRIKE"**

All federally-assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the HACLV to fully endorse the One Strike policy that is designed to:

Help create and maintain a safe and drug-free community;

Keep our program participants free from threats to their personal and family safety;

Help maintain an environment where children can live safely, learn and grow up to be productive citizens; and

Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, the HACLV will endeavor to screen applicants as thoroughly and fairly as possible.

If in the past the HACLV initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the One Strike Notice, for a family, as a prior resident of

public housing, the HACLV shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability, marital status, sexual orientation or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, the HACLV will involve other community and governmental entities in the promotion and enforcement of this policy.

This policy will be made available to applicants and tenants upon request.

### **Definitions**

***Criminal activity*** includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the HACLV.

***Drug-related criminal activity*** is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). Drug-related criminal activity means *on or off the premises, not just on or near the premises*.

***Engaged in or engaging in or recent history of drug related criminal activity*** means any act within the past 12 months by applicants or participants, household members, or guests that involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

***Engaged in or engaging in or recent history of criminal activity*** means any act within the past 12 months by applicants or participants, household members, or guests that involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the HACLV, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

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

For the purposes of this policy, this is construed to mean that a member of the current family has been arrested or convicted of any criminal or drug-related criminal activity within the past 5 years.

***Violent criminal activity*** means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

### **G. SCREENING FOR SUITABILITY** [24 CFR 960.204, 960.205]

In developing its admission policies, the aim of the HACLV is to attain a tenant body composed of families with a broad range of incomes and to avoid concentrations of the most economically

deprived families and families with serious social problems. Therefore, it is the policy of the HACLV to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

The HACLV will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance which they can demonstrate that they have or will have at the time of admission (24 CFR 8.2 Definition: Qualified Individual with Handicaps). The availability of assistance is subject to verification by the HACLV.

The HACLV does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf if the head of household is under 18.

As a part of the final eligibility determination, the HACLV will screen adult applicant household members to assess their suitability as renters.

~~The HACLV will complete a credit check and rental history check on all applicants.~~

The HACLV will complete a credit check and rental history check for all applicants that apply for conventional and designated housing programs and all members claiming zero income.

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

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

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

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

Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.

Any history of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity.

Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.

Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.

Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.

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

The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected 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. [24CFR 960.205(b)]

Adversely affect the physical environment or financial stability of the project. [24CFR 960.205(b)]

Violate the terms and conditions of the lease. [24CFR 8.3].

Require services from HACLV staff that would alter the fundamental nature of the HACLV's program. [24 CFR 8.3]

### **Rent Paying Habits**

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

Based upon these verifications, the HACLV will determine if the applicant was chronically late with rent payments, was evicted at any time during the past five years for nonpayment of rent, or had other legal action initiated against him/her for debts owed.

HACLV will undertake a balancing test that will consider: (1) amount of former rent; (2) loss of employment; (3) death or divorce from primary support; (4) illness or other circumstances beyond their control. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner

consistent with a local ordinance; or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide,) and responsible efforts were made by the family to resolve the nonpayment problem.

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

Where past rent paying ability cannot be documented, the HACLV will check with the utility companies supplying power and gas to determine whether the family has been current and timely on their payments.

### **Screening Applicants Who Claim Mitigating Circumstances**

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

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the HACLV's screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the HACLV shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The HACLV shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

### **Examples of Mitigating Circumstances**

Evidence of successful rehabilitation;

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by the HACLV;

Evidence of successful and sustained modification of previous disqualifying behavior.

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

The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

The applicant's overall performance with respect to all the screening requirements.

### **Qualified and Unqualified Applicants**

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

The eligibility of the applicant as a *family*;

The eligibility of the applicant with respect to income limits for admission;

The eligibility of the applicant with respect to citizenship or eligible immigration *status*;

Any local preference to which the family is entitled.

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 HACLV procedures, except for a pending HACLV hearing.

Applicants who are determined to be unqualified for admission will be promptly notified by a Notice of Denial of Admission stating the reason for the denial. The HACLV shall provide applicants an opportunity for an informal hearing (see Chapter 13)

Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.

**When the HACLV makes a preliminary determination that a family is eligible, HACLV will notify the family of the approximate date of occupancy.** However, the date given by the HACLV 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 HACLV, such as turnover rates, and market demands as they affect bedroom sizes and project location.

### **Documenting Findings**

An authorized representative of the HACLV shall document any pertinent information received relative to the following:

**Criminal Activity** - Includes the activities listed in the definition of criminal activity in this chapter.

**Pattern of Violent Behavior** - Includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

**Pattern of Drug Use** - Includes a determination by the HACLV that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

**Drug Related Criminal Activity** - Includes the activities listed in the definition of criminal activity in the One Strike chapter.

**Pattern of Alcohol Abuse** - Includes a determination by the HACLV that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents (see One Strike chapter.)

**Initiating Threats** - or behaving in a manner indicating an intent to assault employees or other tenants.

**Abandonment of a Public Housing Unit** - without advising HACLV officials so that staff may secure the unit and protect its property from vandalism.

**Non-Payment of Rightful Obligations** - Includes rent and/or utilities and other charges owed to the HACLV (or any other PHA).

**Intentionally Falsifying an Application for Leasing** - Includes uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

**Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior** - Consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

**Grossly Unsanitary or Hazardous Housekeeping** - Includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

**Destruction of Property** from previous rentals.

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

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects.

## **H. DENIAL OF ADMISSION**

The HACLV may deny assistance to an applicant for any and all of the reasons listed below:

### **1. Action/Inaction by the Applicant**

The HACLV may deny assistance to an applicant who:

Refuses to enter into a public housing lease agreement;

Refuses to cooperate with HACLV during the initial certification process;

Has been evicted from a public housing program or owes a debt to a public housing program or other assisted housing property;

Has made fraudulent representations on his/her public housing application;

Has engaged in or threatened abusive or violent behavior toward HACLV personnel;

Credit history checks or landlord inquiries received with any listed judgments or evictions.

Fails to establish citizenship or eligible immigration status; and

Has a record of disturbance of neighbors, destruction of property or other living or housekeeping habits at prior residences, which adversely affected the health, safety or welfare of other residents.

### **Mitigating Circumstances**

In deciding whether to deny assistance because of an applicant's actions or failure to act, HACLV has discretion to consider all of the circumstances in each case, including the seriousness of the action or failure the time elapsed since the action or failure to act (unless specified elsewhere in this ACOP) and the extent of the applicant's culpability. HACLV will also consider good cause reasons for missing appointments or failing to provide requested information. Said reasons include verifiable hospitalization or travel.

The HACLV has no discretion when denying assistance to an applicant who has failed to establish citizenship or eligible immigration status.

## **2. Criminal Conduct of an Applicant or Member of the Applicant's Household**

HACLV will consult local and federal law enforcement databases to determine whether an applicant or household member, 18 years of age or older, has a criminal record. For purposes of this section, criminal record includes arrests and convictions.

HACLV may deny assistance to an applicant if the preponderance (i.e. majority) of verifiable evidence (i.e., Scope/NCIC criminal records, police reports, reports from parole/probation officers or landlord references) indicates that an applicant and/or household members have engaged in drug-related or violent criminal activity that otherwise adversely affects the health, safety or welfare of the public.

Applicants and/or household members whose records reflect criminal convictions or documented controlled substance or alcohol addiction shall be evaluated in accordance with the standards below:

- a. **Criminal Sexual Convictions - Applicants and/or their household members who have been convicted of criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness or child abuse and are required by law to register as a sex offender will be prohibited from participation in the public housing program.**
- b. **Convictions for Possession and/or Use of Controlled Substance - Applicants and/or household members who have been convicted of possession of a controlled substance that was due to the applicant and/or household members' addiction rather than sale or distribution, may be eligible for admission to the public housing program, if the applicant and/or household member submits verifiable documentation evidencing completion or on-going participation in a certified drug rehabilitation program, and the conviction did not occur within the year immediately preceding the date of admission of the applicant into the public housing program.**
- c. **Termination of Assistance Due to Alcohol Abuse - The HACLV may deny assistance to an applicant when, through verifiable evidence, HACLV determines that:**

The applicant and/or household member has a pattern of abuse of alcohol; and

The abuse interferes with the health, safety or right to peaceful enjoyment of the community surrounding their current residence.

Mitigating Circumstances. The HACLV may elect not to deny assistance to an applicant due to alcohol abuse, if the applicant produces verifiable evidence that:

He/she or his/her household member has successfully completed an alcohol rehabilitation program; or

He/she or his/her household member is currently enrolled in and is regularly attending an alcohol rehabilitation program.

- d. Other Felony Convictions - Applicants and/or members of their household who have felony criminal convictions, for offenses other than those referenced in paragraphs 2a and 2b above, shall be barred from admission for the time periods listed below and must demonstrate that they have not incurred any new arrests and/or convictions for a minimum period of one (1) year from the last date of their sentence.

For purposes of this section, the “last date of sentence” shall mean the date of discharge from parole and/or probation or, in the case of a sentence that did not impose parole or probation, the date of release from prison/jail or the date of completion of court-ordered community service and/or final payment of court-ordered fines/restitution.

#### **I. FIVE YEAR ADMISSION BAR PERIOD**

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to public housing for a **five-year** period beginning on the date of such eviction. The HACLV will not waive this requirement.

Persons arrested or convicted of the offenses listed below shall be barred from admission to continued occupancy in the public housing program, for a period of five (5) years from the date of conviction:

Murder

Voluntary manslaughter

Involuntary manslaughter

Attempted murder

Mayhem or attempted mayhem

**Convicted of Arson or Child Molestation**

Kidnapping or attempted kidnapping

Battery with substantial bodily harm

Robbery or attempted robbery with the use of a deadly weapon  
Trafficking in controlled substance  
Sale of controlled substance

**J. THREE YEAR ADMISSION BAR PERIOD**

Persons with arrest or convictions of one of the following offenses will be barred from admission to and continued occupancy in the public housing program for a period of three (3) years:

Possession of controlled substance with intent to sell  
Coercion

**Prostitution (third and further offences)**

Abuse and neglect of children (2nd offense)

Open and gross lewdness (2nd offense) - if a sex offender, the three year bar does not apply. Sex offenders are forever barred.

Abuse and exploitation of older persons

Harassment and stalking (2nd offense)

Discharging a firearm out of a motor vehicle

Burglary

**K. ONE YEAR ADMISSION BAR PERIOD**

**Gross Misdemeanor Arrests or Convictions**

Persons with gross misdemeanor arrests or convictions for the offenses listed below shall be barred from the program admission and continued occupancy for a period of one(1) year from the date of conviction, and must demonstrate an absence of criminal activity for a minimum period of one year preceding the date of the application for admission.

Open or gross lewdness (1st offense)  
Aiming firearm at a human being  
Discharging a weapon where a person might be endangered  
Changing/altering the serial number of a firearm  
Discharging a firearm in or upon a public street  
Carrying a concealed weapon

**Misdemeanor Arrests or Convictions**

Persons with misdemeanor arrests or convictions, for the offenses listed below , shall be barred from program admission and continued occupancy in Public Housing for a period of one (1) year.

Public intoxication  
Prostitution (first and second offense)  
Petty larceny  
Battery  
Domestic violence  
Disorderly house  
Possession of drugs not to be introduced into interstate commerce  
Abuse and neglect of children (first offense, if no physical injury resulted to child)  
Harassment/stalking  
Trespassing  
Loitering

Even if a person has served time in jail and has now been released on probation, they cannot be admitted into public housing unless a year has passed since the completion of their probation. If the only sentence was probation, a year must have elapsed, without incident, since its completion to be considered eligible for housing. A person who is released from jail with no probation requirement would have to operate on the outside for one year with no further evidence of the prohibited activities in order to be considered for admission. A person who has been convicted of any crime involving bodily injury would not be considered for admission until a year has passed since full repaying of the social debt, including probation.

#### *L. USE OF FBI AND LAW ENFORCEMENT RECORDS*

The HACLV will check criminal history for all applicants and tenants who are 18 years or older to determine whether any member of the family has engaged in violent or drug-related criminal activity.

Verification of any past activity will be done prior to final eligibility for admission and at the annual recertification and will include a check of arrest and conviction records.

The HACLV obtained a unique Originating Agency Identifier (ORI) number from the Federal Bureau of Investigation (FBI) in order to maximize its efforts in obtaining applicant criminal record history.

The HACLV has contracted with the Nevada State Highway Patrol, an FBI approved channeling agent, to process and funnel requests in order to obtain National Crime Information Center (NCIC) data for the purpose of accessing FBI criminal records.

The HACLV will do a name check only through its local law enforcement agency to access limited information from the NCIC.

The HACLV acknowledges that a name check only may result in an inconclusive result without a positive fingerprint comparison. The results of an inconclusive name check will not be used to deny an applicant admission to housing.

If the channeling agency indicates to the HACLV that there is a criminal history record indexed in the Interstate Identification Index which might belong to the applicant, the HACLV must submit an applicant fingerprint card to the FBI through the appropriate channel in order to verify whether the criminal record is in fact the applicant's. Should the applicant instead elect to withdraw their application, no further action will be necessary.

To gain the full content of the NCIC data through the FBI approved channeling agent, the HACLV will submit an applicant fingerprint card to the channeling agent.

The HACLV will request a fingerprint card from applicants who the Metropolitan Police Department has indicated crimes may have been committed outside HACLV jurisdiction.

#### **M. CONFIDENTIALITY OF CRIMINAL RECORDS**

The HACLV will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed by the Admissions Supervisor and the Director of Operations for screening for criminal behavior, will be housed in a locked file with access restricted to individuals responsible for such screening.

Misuse of the above information by any employee will be grounds for termination of employment. Penalties for misuse are contained in Personnel Policies.

If the family is determined eligible for initial or continued assistance, the HACLV's copy of the criminal report shall be shredded within 30 days as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

The HACLV will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

#### **Disclosure of Criminal Records to Family**

Before the HACLV takes any adverse action based on a criminal conviction record, the applicant will be provided with a copy of the criminal record and an opportunity to dispute the record . Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the court hearing in the case of evictions.

#### **N. PROHIBITED CRITERIA FOR DENIAL OF ADMISSION**

Applicants will NOT be rejected because they:

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

#### **O. HEARINGS**

If information is revealed that would cause the HACLV to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the HACLV's hearing procedures outlined in Chapter 13.

## Chapter 3

### APPLYING FOR ADMISSION

#### **INTRODUCTION**

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

#### **A. HOW TO APPLY**

Families who wish to apply for any of the HACLV's programs must complete a written application or an application by phone if designated in HACLV's advertisement. Applications will be made available in an accessible format upon request from a person with a disability. Persons with disabilities or may call the HACLV to receive an application through the mail or make other arrangements to complete their pre-application.

Applications will be mailed to interested families upon request who are out-of-state.

Applications will be accepted at a central location for all waiting lists.

Applicants may designate the applicable projects subject to a site-based waiting list for which they wish to apply.

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a preapplication). This first phase is to determine the family's eligibility for, and placement on, the waiting list. The pre-application will be dated, time-stamped, and referred to the HACLV's office where tenant selection and assignment is processed.
2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HACLV ensures that verification of all HUD and HACLV eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

#### **B. "INITIAL" APPLICATION PROCEDURES**

The HACLV will utilize a preliminary-application form (pre-application) for the initial application for public housing. The application is taken over the phone or in person and the data is entered into the computer. The application may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the pre-application is to permit the HACLV to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

The pre-application will contain questions designed to obtain the following information:

Names of head and spouse

Names of adult members and age of all members

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

Street address and phone numbers

Mailing address (If PO Box or other permanent address)  
Annual income  
Source(s) of income received by household members to determine preference qualification  
Information regarding request for reasonable accommodation or for accessible unit  
Social security numbers  
Race/ethnicity  
Arrests/convictions for drug-related or violent criminal activity  
Previous address  
Names and addresses of current and previous landlords  
Emergency contact person and address  
Questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted. Pre-applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are requested to inform the HACLV in writing of changes in family composition, income, and address, as well as any changes in their preference status, within ten calendar days of the change.

Applicants are required to respond to requests from the HACLV to update information on their application, or to determine their continued interest in assistance. Failure to respond to mailings with requested information will result in the applicant being removed from the waiting list. (See Chapter 13.)

### **C. NOTIFICATION OF APPLICANT STATUS**

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation **to an applicant with a disability**).

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

If the family is determined to be ineligible based on the information provided in the pre-application, the HACLV will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Chapter 13.

### **D. COMPLETION OF A FULL APPLICATION**

All preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list at the time of their eligibility

appointment. If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed. **A written notice shall be sent to the applicant and advise the applicant of their right to an informal review**

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Applicants on the waiting list who will be selected in the near future will be sent an eligibility appointment letter. The letter will notify the applicant of an application interview and request the applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter. These documents will be used for verification only if third party verification cannot be obtained.

Applicants will be required to:

Complete a Personal Declaration Form prior to the full application interview.

Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by HACLV staff to review the information on the full application form.

The full application will be mailed to the applicant if they are out of state. HACLV will conduct a home visit to take the application as a home visit if needed as a reasonable accommodation for a person with a disability.

### **Requirement to Attend Interview**

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

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship **because of a disability**.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 calendar days to review the information and to certify by signature that all of the information is complete and accurate.

If an applicant fails to appear for their interview without prior approval of the HACLV, their application will be denied unless they can provide acceptable documentation to the HACLV that an emergency prevented them from calling. HACLV will reschedule only for hospitalization, out of town, jury sequester, or as a reasonable accommodation.

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

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Chapter 13.)

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

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

If the HACLV determines at or after the interview that additional information or document(s) are needed, the HACLV will request the document(s) or information in writing. The family will be given 14 calendar days to supply the information.

If the information is not supplied in this time period, the HACLV will provide the family a notification of denial for assistance. (See Chapter 13.)

## **E. PROCESSING APPLICATIONS**

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

- Preference verification
- Family composition and type (elderly/non elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers of all family members
- Information used in applicant screening
- Citizenship or eligible immigration status
- Criminal History Report

## **F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

After the verification process is completed, the HACLV will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HACLV, and the tenant suitability determination (see Chapter 2).

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

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

Anytime after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within ten business days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.

## Chapter 3

### APPLYING FOR ADMISSION

#### **INTRODUCTION**

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

#### **A. HOW TO APPLY**

Families who wish to apply for any of the HACLV's programs must complete a written application or an application by phone if designated in HACLV's advertisement. Applications will be made available in an accessible format upon request from a person with a disability. Persons with disabilities or may call the HACLV to receive an application through the mail or make other arrangements to complete their pre-application.

Applications will be mailed to interested families upon request who are out-of-state.

Applications will be accepted at a central location for all waiting lists.

Applicants may designate the applicable projects subject to a site-based waiting list for which they wish to apply.

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a preapplication). This first phase is to determine the family's eligibility for, and placement on, the waiting list. The pre-application will be dated, time-stamped, and referred to the HACLV's office where tenant selection and assignment is processed.
2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HACLV ensures that verification of all HUD and HACLV eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

#### **B. "INITIAL" APPLICATION PROCEDURES**

The HACLV will utilize a preliminary-application form (pre-application) for the initial application for public housing. The application is taken over the phone or in person and the data is entered into the computer. The application may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the pre-application is to permit the HACLV to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

The pre-application will contain questions designed to obtain the following information:

Names of head and spouse

Names of adult members and age of all members

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

Street address and phone numbers

Mailing address (If PO Box or other permanent address)  
Annual income  
Source(s) of income received by household members to determine preference qualification  
Information regarding request for reasonable accommodation or for accessible unit  
Social security numbers  
Race/ethnicity  
Arrests/convictions for drug-related or violent criminal activity  
Previous address  
Names and addresses of current and previous landlords  
Emergency contact person and address  
Questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted. Pre-applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are requested to inform the HACLV in writing of changes in family composition, income, and address, as well as any changes in their preference status, within ten calendar days of the change.

Applicants are required to respond to requests from the HACLV to update information on their application, or to determine their continued interest in assistance. Failure to respond to mailings with requested information will result in the applicant being removed from the waiting list. (See Chapter 13.)

### **C. NOTIFICATION OF APPLICANT STATUS**

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation **to an applicant with a disability**).

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

If the family is determined to be ineligible based on the information provided in the pre-application, the HACLV will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Chapter 13.

### **D. COMPLETION OF A FULL APPLICATION**

All preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list at the time of their eligibility

appointment. If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed. **A written notice shall be sent to the applicant and advise the applicant of their right to an informal review**

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Applicants on the waiting list who will be selected in the near future will be sent an eligibility appointment letter. The letter will notify the applicant of an application interview and request the applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter. These documents will be used for verification only if third party verification cannot be obtained.

Applicants will be required to:

Complete a Personal Declaration Form prior to the full application interview.

Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by HACLV staff to review the information on the full application form.

The full application will be mailed to the applicant if they are out of state. HACLV will conduct a home visit to take the application as a home visit if needed as a reasonable accommodation for a person with a disability.

### **Requirement to Attend Interview**

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

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship **because of a disability**.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 calendar days to review the information and to certify by signature that all of the information is complete and accurate.

If an applicant fails to appear for their interview without prior approval of the HACLV, their application will be denied unless they can provide acceptable documentation to the HACLV that an emergency prevented them from calling. HACLV will reschedule only for hospitalization, out of town, jury sequester, or as a reasonable accommodation.

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

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Chapter 13.)

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

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

If the HACLV determines at or after the interview that additional information or document(s) are needed, the HACLV will request the document(s) or information in writing. The family will be given 14 calendar days to supply the information.

If the information is not supplied in this time period, the HACLV will provide the family a notification of denial for assistance. (See Chapter 13.)

## **E. PROCESSING APPLICATIONS**

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

- Preference verification
- Family composition and type (elderly/non elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers of all family members
- Information used in applicant screening
- Citizenship or eligible immigration status
- Criminal History Report

## **F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

After the verification process is completed, the HACLV will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HACLV, and the tenant suitability determination (see Chapter 2).

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

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

Anytime after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within ten business days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.

## Chapter 3

### APPLYING FOR ADMISSION

#### **INTRODUCTION**

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

#### **A. HOW TO APPLY**

Families who wish to apply for any of the HACLV's programs must complete a written application or an application by phone if designated in HACLV's advertisement. Applications will be made available in an accessible format upon request from a person with a disability. Persons with disabilities or may call the HACLV to receive an application through the mail or make other arrangements to complete their pre-application.

Applications will be mailed to interested families upon request who are out-of-state.

Applications will be accepted at a central location for all waiting lists.

Applicants may designate the applicable projects subject to a site-based waiting list for which they wish to apply.

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a preapplication). This first phase is to determine the family's eligibility for, and placement on, the waiting list. The pre-application will be dated, time-stamped, and referred to the HACLV's office where tenant selection and assignment is processed.
2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HACLV ensures that verification of all HUD and HACLV eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

#### **B. "INITIAL" APPLICATION PROCEDURES**

The HACLV will utilize a preliminary-application form (pre-application) for the initial application for public housing. The application is taken over the phone or in person and the data is entered into the computer. The application may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the pre-application is to permit the HACLV to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

The pre-application will contain questions designed to obtain the following information:

Names of head and spouse

Names of adult members and age of all members

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

Street address and phone numbers

Mailing address (If PO Box or other permanent address)  
Annual income  
Source(s) of income received by household members to determine preference qualification  
Information regarding request for reasonable accommodation or for accessible unit  
Social security numbers  
Race/ethnicity  
Arrests/convictions for drug-related or violent criminal activity  
Previous address  
Names and addresses of current and previous landlords  
Emergency contact person and address  
Questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted. Pre-applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are requested to inform the HACLV in writing of changes in family composition, income, and address, as well as any changes in their preference status, within ten calendar days of the change.

Applicants are required to respond to requests from the HACLV to update information on their application, or to determine their continued interest in assistance. Failure to respond to mailings with requested information will result in the applicant being removed from the waiting list. (See Chapter 13.)

### **C. NOTIFICATION OF APPLICANT STATUS**

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation **to an applicant with a disability**).

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

If the family is determined to be ineligible based on the information provided in the pre-application, the HACLV will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Chapter 13.

### **D. COMPLETION OF A FULL APPLICATION**

All preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list at the time of their eligibility

appointment. If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed. **A written notice shall be sent to the applicant and advise the applicant of their right to an informal review**

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Applicants on the waiting list who will be selected in the near future will be sent an eligibility appointment letter. The letter will notify the applicant of an application interview and request the applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter. These documents will be used for verification only if third party verification cannot be obtained.

Applicants will be required to:

Complete a Personal Declaration Form prior to the full application interview.

Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by HACLV staff to review the information on the full application form.

The full application will be mailed to the applicant if they are out of state. HACLV will conduct a home visit to take the application as a home visit if needed as a reasonable accommodation for a person with a disability.

### **Requirement to Attend Interview**

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

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship **because of a disability**.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 calendar days to review the information and to certify by signature that all of the information is complete and accurate.

If an applicant fails to appear for their interview without prior approval of the HACLV, their application will be denied unless they can provide acceptable documentation to the HACLV that an emergency prevented them from calling. HACLV will reschedule only for hospitalization, out of town, jury sequester, or as a reasonable accommodation.

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

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Chapter 13.)

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

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

If the HACLV determines at or after the interview that additional information or document(s) are needed, the HACLV will request the document(s) or information in writing. The family will be given 14 calendar days to supply the information.

If the information is not supplied in this time period, the HACLV will provide the family a notification of denial for assistance. (See Chapter 13.)

## **E. PROCESSING APPLICATIONS**

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

- Preference verification
- Family composition and type (elderly/non elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers of all family members
- Information used in applicant screening
- Citizenship or eligible immigration status
- Criminal History Report

## **F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

After the verification process is completed, the HACLV will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HACLV, and the tenant suitability determination (see Chapter 2).

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

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

Anytime after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within ten business days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.

## Chapter 3

### APPLYING FOR ADMISSION

#### **INTRODUCTION**

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

#### **A. HOW TO APPLY**

Families who wish to apply for any of the HACLV's programs must complete a written application or an application by phone if designated in HACLV's advertisement. Applications will be made available in an accessible format upon request from a person with a disability. Persons with disabilities or may call the HACLV to receive an application through the mail or make other arrangements to complete their pre-application.

Applications will be mailed to interested families upon request who are out-of-state.

Applications will be accepted at a central location for all waiting lists.

Applicants may designate the applicable projects subject to a site-based waiting list for which they wish to apply.

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a preapplication). This first phase is to determine the family's eligibility for, and placement on, the waiting list. The pre-application will be dated, time-stamped, and referred to the HACLV's office where tenant selection and assignment is processed.
2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HACLV ensures that verification of all HUD and HACLV eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

#### **B. "INITIAL" APPLICATION PROCEDURES**

The HACLV will utilize a preliminary-application form (pre-application) for the initial application for public housing. The application is taken over the phone or in person and the data is entered into the computer. The application may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the pre-application is to permit the HACLV to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

The pre-application will contain questions designed to obtain the following information:

Names of head and spouse

Names of adult members and age of all members

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

Street address and phone numbers

Mailing address (If PO Box or other permanent address)  
Annual income  
Source(s) of income received by household members to determine preference qualification  
Information regarding request for reasonable accommodation or for accessible unit  
Social security numbers  
Race/ethnicity  
Arrests/convictions for drug-related or violent criminal activity  
Previous address  
Names and addresses of current and previous landlords  
Emergency contact person and address  
Questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted. Pre-applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are requested to inform the HACLV in writing of changes in family composition, income, and address, as well as any changes in their preference status, within ten calendar days of the change.

Applicants are required to respond to requests from the HACLV to update information on their application, or to determine their continued interest in assistance. Failure to respond to mailings with requested information will result in the applicant being removed from the waiting list. (See Chapter 13.)

### **C. NOTIFICATION OF APPLICANT STATUS**

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation **to an applicant with a disability**).

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

If the family is determined to be ineligible based on the information provided in the pre-application, the HACLV will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Chapter 13.

### **D. COMPLETION OF A FULL APPLICATION**

All preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list at the time of their eligibility

appointment. If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed. **A written notice shall be sent to the applicant and advise the applicant of their right to an informal review**

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Applicants on the waiting list who will be selected in the near future will be sent an eligibility appointment letter. The letter will notify the applicant of an application interview and request the applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter. These documents will be used for verification only if third party verification cannot be obtained.

Applicants will be required to:

Complete a Personal Declaration Form prior to the full application interview.

Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by HACLV staff to review the information on the full application form.

The full application will be mailed to the applicant if they are out of state. HACLV will conduct a home visit to take the application as a home visit if needed as a reasonable accommodation for a person with a disability.

### **Requirement to Attend Interview**

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

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship **because of a disability**.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 calendar days to review the information and to certify by signature that all of the information is complete and accurate.

If an applicant fails to appear for their interview without prior approval of the HACLV, their application will be denied unless they can provide acceptable documentation to the HACLV that an emergency prevented them from calling. HACLV will reschedule only for hospitalization, out of town, jury sequester, or as a reasonable accommodation.

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

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Chapter 13.)

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

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

If the HACLV determines at or after the interview that additional information or document(s) are needed, the HACLV will request the document(s) or information in writing. The family will be given 14 calendar days to supply the information.

If the information is not supplied in this time period, the HACLV will provide the family a notification of denial for assistance. (See Chapter 13.)

## **E. PROCESSING APPLICATIONS**

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

- Preference verification
- Family composition and type (elderly/non elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers of all family members
- Information used in applicant screening
- Citizenship or eligible immigration status
- Criminal History Report

## **F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

After the verification process is completed, the HACLV will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HACLV, and the tenant suitability determination (see Chapter 2).

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

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

Anytime after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within ten business days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.

## Chapter 3

### APPLYING FOR ADMISSION

#### **INTRODUCTION**

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

#### **A. HOW TO APPLY**

Families who wish to apply for any of the HACLV's programs must complete a written application or an application by phone if designated in HACLV's advertisement. Applications will be made available in an accessible format upon request from a person with a disability. Persons with disabilities or may call the HACLV to receive an application through the mail or make other arrangements to complete their pre-application.

Applications will be mailed to interested families upon request who are out-of-state.

Applications will be accepted at a central location for all waiting lists.

Applicants may designate the applicable projects subject to a site-based waiting list for which they wish to apply.

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a preapplication). This first phase is to determine the family's eligibility for, and placement on, the waiting list. The pre-application will be dated, time-stamped, and referred to the HACLV's office where tenant selection and assignment is processed.
2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HACLV ensures that verification of all HUD and HACLV eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

#### **B. "INITIAL" APPLICATION PROCEDURES**

The HACLV will utilize a preliminary-application form (pre-application) for the initial application for public housing. The application is taken over the phone or in person and the data is entered into the computer. The application may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the pre-application is to permit the HACLV to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

The pre-application will contain questions designed to obtain the following information:

Names of head and spouse

Names of adult members and age of all members

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

Street address and phone numbers

Mailing address (If PO Box or other permanent address)  
Annual income  
Source(s) of income received by household members to determine preference qualification  
Information regarding request for reasonable accommodation or for accessible unit  
Social security numbers  
Race/ethnicity  
Arrests/convictions for drug-related or violent criminal activity  
Previous address  
Names and addresses of current and previous landlords  
Emergency contact person and address  
Questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted. Pre-applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are requested to inform the HACLV in writing of changes in family composition, income, and address, as well as any changes in their preference status, within ten calendar days of the change.

Applicants are required to respond to requests from the HACLV to update information on their application, or to determine their continued interest in assistance. Failure to respond to mailings with requested information will result in the applicant being removed from the waiting list. (See Chapter 13.)

### **C. NOTIFICATION OF APPLICANT STATUS**

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation **to an applicant with a disability**).

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

If the family is determined to be ineligible based on the information provided in the pre-application, the HACLV will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Chapter 13.

### **D. COMPLETION OF A FULL APPLICATION**

All preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list at the time of their eligibility

appointment. If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed. **A written notice shall be sent to the applicant and advise the applicant of their right to an informal review**

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Applicants on the waiting list who will be selected in the near future will be sent an eligibility appointment letter. The letter will notify the applicant of an application interview and request the applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter. These documents will be used for verification only if third party verification cannot be obtained.

Applicants will be required to:

Complete a Personal Declaration Form prior to the full application interview.

Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by HACLV staff to review the information on the full application form.

The full application will be mailed to the applicant if they are out of state. HACLV will conduct a home visit to take the application as a home visit if needed as a reasonable accommodation for a person with a disability.

### **Requirement to Attend Interview**

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

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship **because of a disability**.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 calendar days to review the information and to certify by signature that all of the information is complete and accurate.

If an applicant fails to appear for their interview without prior approval of the HACLV, their application will be denied unless they can provide acceptable documentation to the HACLV that an emergency prevented them from calling. HACLV will reschedule only for hospitalization, out of town, jury sequester, or as a reasonable accommodation.

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

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Chapter 13.)

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

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

If the HACLV determines at or after the interview that additional information or document(s) are needed, the HACLV will request the document(s) or information in writing. The family will be given 14 calendar days to supply the information.

If the information is not supplied in this time period, the HACLV will provide the family a notification of denial for assistance. (See Chapter 13.)

## **E. PROCESSING APPLICATIONS**

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

- Preference verification
- Family composition and type (elderly/non elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers of all family members
- Information used in applicant screening
- Citizenship or eligible immigration status
- Criminal History Report

## **F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

After the verification process is completed, the HACLV will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HACLV, and the tenant suitability determination (see Chapter 2).

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

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

Anytime after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within ten business days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.

## **Chapter 8**

### **TRANSFER POLICY**

#### **INTRODUCTION**

It is the policy of the HACLV to permit resident transfers, within and/or between HACLV public housing communities for the following limited reasons:

To abate dangerous and/or substandard living conditions;

To permit the modernization or revitalization of public property

To abate emergency life-threatening living conditions caused by third-party criminal activity;

To accommodate verified physical conditions caused by long-term illness and/or disability;

To accommodate resident families that are determined to be over- or under-housed by virtue of their family size; and

To promote homeownership, transfer of families to scattered sites

Each transfer request will be evaluated on a case-by-case basis, taking into consideration:

The documentation that substantiates the reason for the request;

Whether or not the resident is in good standing with the HACLV;

The availability of suitable alternative units.

HACLV will not grant a transfer request solely to accommodate neighbors who "cannot get along."

Activities of residents that adversely affect the right of others to the peaceful enjoyment of their community will be treated as lease violations and may be considered cause for lease termination.

**Some transfers are mandatory, and failure to make the transfer will result in lease termination. Other transfers are at the resident's discretion. Failure to make such a transfer without good cause will result in the resident's name being removed from the transfer list.**

#### **A. ELIGIBILITY FOR TRANSFER**

In order to be determined eligible to receive a transfer, residents must submit the requisite 3rd party documentation to HACLV, to substantiate their request, and must be in good standing with the HACLV. **HACLV may waive the good standing requirement when it is to HACLV's benefit to do so. Third party verification shall be received by staff for medical and UFAS-accessible unit transfers.**

The type of documentation that must be submitted will vary, depending on the nature of the request.

### **Good Standing**

A resident will be considered in good standing if he or she and/or household members have:

No history of delinquent rent payments, or

No history of community disturbance and/or unit destruction.

Unacceptable housekeeping

### **Transfer List**

Resident families who are determined eligible to receive a transfer will be placed on a transfer waiting list in accordance with the date of transfer approval and reason for their transfer request. HACLV will implement transfers in the priority order listed in the following table.

Inappropriately housed resident families who are determined eligible to receive a transfer will be placed on the transfer waiting list at the time of annual certification.

### **Priority of Transfers**

Approved transfers shall be accomplished in the following priority order:

Type of Transfer	When executed	Transfer will be within the housing development:	Ratio	Initiated by	Mandatory or Voluntary
<b>Emergency</b>	Within 24 hours of documentation, verification & approval	Unless emergency transfer cannot be accomplished in this manner.	Before Applicants	HACLV or written family request	<b>Mandatory</b>
<b>Medical and accessibility</b>	Within 30 days of documentation, verification & approval	Unless appropriate unit meeting the family's needs is not available within the development	Before Applicants	Written family request	<b>Voluntary</b>
<b>Underhoused (Overcrowded)</b>	When family's name reaches top of transfer list & authorized units available	Unless type of unit required does not exist within that development's inventory	1 transfer for every 3 new move-ins	HACLV on effective date of annual recert	<b>Mandatory if the number of people in the unit exceeds 2 per BR</b>

<b>Overhoused</b>	When family's name reaches top of transfer list & authorized units available	Unless type of unit required does not exist within that development's inventory	Before Applicants	HACLV on effective date of annual recert	<b>Mandatory if the number of people in the house is less than 1 per BR</b>
<b>Underhoused with family's waiver</b>	When family's name reaches top of transfer list & authorized units available	Unless type of unit required does not exist within that development's inventory	1 transfer for every 3 new move-ins	HACLV, not less than one year from the date of initial occupancy	
<b>Higher income family moving to a lower income development</b>	Next available development of the family's choice	Not applicable	1 transfer for every 3 new move-ins	At written request of family	
Scattered Site Transfers	When a family is transferred from a scattered site, they shall be offered another scattered site unit, unless there is not a scattered site available that meets their occupancy needs. If so they shall be temporarily transferred into another PH development or other temporary housing until such time as a scattered site unit become available.	To another scattered site-unless not available at the time of the transfer	Same as above, i.e. medical within 30 days; emergency within 24 hrs; etc.	HACLV notice or family request	

## **B. EMERGENCY TRANSFERS**

Emergency transfers will be implemented by the HACLV to remove a resident family from life-threatening and/or hazardous living conditions documented to be caused by third-party criminal activity and/or unit damage. **These transfers are mandatory. Emergency transfers ill have priority over waiting list admissions.**

### **Transfers due to Third Party Criminal Activity**

HACLV will consider transfer requests from resident families who have been victims of life-threatening criminal activity committed by third parties or who have witnessed serious criminal activity and agreed to testify on behalf of the State at a criminal proceeding.

Families who request a unit transfer due to third-party criminal activity may be required to submit verifiable documentation evidencing one or all of the following:

- Police reports and/or police statements detailing the incident in question
- Eyewitness statements describing the incident in question
- Confirmatory letters from the Victim Witness Protection Unit, Rape Crisis Center or similarly recognized entity
- Medical reports from a licensed health care provider
- Subpoena or other written contacts from the Clark County District Attorney or U.S. Attorney

All documentation submitted shall remain confidential and shall be reviewed and evaluated by the Director of Operations only. Transfer requests due to third-party criminal activity shall be evaluated on a case-by-case basis, by consideration of the following criteria:

- The availability of a suitable alternative unit
- The documentation describing/verifying the incident
- The severity of the incident

**Notification:** If approved, the family will be notified that:

- A unit has been designated;
- They must execute a new lease and move within five (5 days) of receipt of the notice, and
- **Failure to transfer will result in lease termination.**

### **Emergency Transfers Initiated or Confirmed by Law Enforcement**

If the emergency transfer request is initiated or confirmed by authorized law enforcement officials, the HACLV may take the following action to maintain the confidentiality of the request and subsequent transfer:

- By-passing the regular transfer occupancy function and/or staff;
- Maintaining the resident family's file separate from other resident files; and
- Concealing and/or changing the identity of the resident family's file.

### **Emergency Transfers due to Hazardous Unit Conditions**

A transfer due to hazardous unit conditions is mandatory. It may be initiated at any time by the HACLV or the resident family or both, after detection of a unit condition that poses a threat to the health and safety of the resident family. A hazardous unit condition is one that arises from:

- **Gas Leaks**
- Substantial fire damage;
- Life-threatening fungus as determined by a Clark County Health District Official and/or a licensed hazardous waste consultant;
- Exposed electrical wiring;
- Defective ventilation;
- Inadequate plumbing, heating and/or cooling that will require long-term repair;
- Other serious conditions identified by the HACLV Maintenance Department that require long-term repair.

Notification: If at least one of the foregoing conditions is found to exist, the HACLV shall immediately notify the resident family or families affected and advise them, in writing, as follows:

- A unit has been designated;
- They will be required to move and sign a new lease **within 24 hours** from the date they receive the notice;
- **They must turn in keys to the old unit within 3 calendar days of signing the new lease.**
- If the hazardous condition was caused by the family, the family shall bear the cost of repair and moving.

If the family is unable to move due to financial reasons, HACLV shall contract with a third party entity to move the family and shall bill the family for said costs, no later than the date on which the repair bills are submitted to them. **If HACLV is responsible for the condition of the unit, HACLV shall bear the cost of the move.**

If the resident family refuses to move or otherwise fails to pay the repair and/or moving costs, HACLV will initiate eviction proceedings against the family

- If the hazardous condition was not caused by the family, the HACLV will bear all repairs and documented moving costs incurred by the family.

### **Scattered Site Transfers Due to Emergency:**

**HACLV shall ensure that transfers of residents from scattered sit units who require emergency transfers due to the existence of hazardous unit conditions; the need for medical or disability-related unit features; and/or a result of hate crimes or other criminal threats to the resident family, will be undertaken in the following order:**

- (1) permanently transferred to another scattered site unit; or
- (2) if another scattered site unit is unavailable, permanently transferred to another unit in a non-impacted area, as defined in this Agreement; or
- (3) if the emergency condition is expected to be resolved within fourteen days or less, temporarily transferred to a furnished dwelling (including a hotel or motel) and returned to the original unit following the successful abatement of the emergency; or
- (4) if the emergency condition will require greater than fourteen (14) days to abate, temporarily transferred to a public housing unit in an impacted area, as defined in this Agreement, and returned to the original unit when the emergency condition is abated.

If no residents are on the scattered site transfer list to be transferred or relocated, then the next available applicant from the certified eligible pool of Conventional Public Housing wait lists shall be offered the unit, unless the unit is being sold as a homeownership option.

### **C. TRANSFERS DUE TO ILLNESS AND/OR DISABILITY**

Transfers involving UFAS-accessible units:

- (a) transfers will be exclusively coordinated through HACLV's Executive Office;
- (b) when an accessible unit becomes available, the unit will first be offered to a current resident with disabilities in the same development who requires the accessibility feature of the vacant, accessible unit and occupying a unit not having those features;
- (c) if there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit, then will be offered to a resident with disabilities residing in another development who requires the accessibility features of the vacant, accessible unit and is occupying a unit not having those features;
- (d) if there is no current resident who requires the accessibility feature of the vacant, accessible unit, then it will be offered to an eligible, qualified applicant on the waiting list with disabilities that requires the accessibility features of the vacant, accessible unit;
- (e) if there is not an eligible, qualified resident or applicant with disabilities who wishes to reside in the available, accessible unit and needs the features of the unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. However, HACLV will require the applicant to execute a lease that requires the resident to relocate to a vacant, non-accessible unit within 30 days of notice by HACLV, unless impracticable due to circumstances beyond the HACLV's control, that another resident or an applicant requires the accessibility features of the unit. 24CFR 8.27

Unit transfers will be implemented by HACLV to accommodate the accessibility needs of residents and/or their household members, arising from long-term illness or disability.

Accessibility needs are those that require one or all of the following:

- A fully accessible unit (UFAS compliant)
- A first floor and/or single story dwelling;
- Widened hallways and/or lowered cabinets;
- Roll-in shower facilities or other accessible bathroom features
- Flashing-light-sensored smoke detectors

- Central air conditioning and heat

### **Documentation**

Families who request a transfer due to illness and/or disability **will** be required to **sign an authorization for staff to request verification** ~~submit recent verifiable documentation~~ from a health care provider or social service entity that confirms the impairment and the accessibility needs.

### **Notification**

Upon a determination that the family's request for a transfer due to illness or disability has been approved, the HACLV shall send the resident a thirty- (30) day Notice of Transfer. This places the resident family on notice that they have been approved for a transfer and that any time after the thirty- (30) day period has passed:

- A unit to which the family may transfer will be designated at such time as it becomes available;
- They will be required to enter into a new lease for the transfer unit;
- That if they refuse to move into the unit, they must sign a waiver of the transfer request.

When the transfer is authorized, the resident family shall be notified of the identity of the transfer unit and that they are required to accept the dwelling unit within three (3) calendar days and lease the unit within two (2) calendar days after accepting the unit. **Keys from the old unit must be submitted within 3 calendar days of signing the new lease.**

The resident can receive an extension of up to an additional seven (7) calendar days, at the HACLV's discretion, subject to documented evidence of an undue hardship on the family.

Examples of undue hardship include but are not limited to:

- Death in the immediate family
- Jury duty
- Hospitalization
- Verified medical reasons
- **Unit is too far from the resident's employment or childrens' day care**
- **Unit is too far from disability-related services upon which the resident relies;**
- A new disability which makes the new unit unsuitable for the family's housing needs
- Inability to obtain the resources to execute the move

Any extension must be approved by the Director of Operations or designee.

**D. TRANSFERS TO ACCOMMODATE FAMILIES THAT ARE OVER- OR UNDER-HOUSED.**

Unit transfers will be implemented by HACLV to accommodate resident families that are determined to be over- or under-housed by virtue of their household composition. These transfers may be initiated by the HACLV or the resident or both. A family may request an exception to the general occupancy standards. The HACLV will evaluate the relationship and ages of all family members and the overall size of the unit. If approved, the family must agree to remain in the approved unit for one year.

**Notification**

Upon a determination that the family is approved to move into a unit of a different size, the HACLV shall send the resident a thirty- (30) day Notice of Transfer. This places the resident family on notice that they have been approved for a transfer and that any time after the thirty- (30) day period has passed:

- A unit to which the family must transfer may be designated;
- They will be required to move into that unit in accordance with the terms of their lease;
- They will be required to enter into a new lease for the transfer unit;

When the transfer is authorized, the resident family shall be notified of the identity of the transfer unit and that they are required to accept the dwelling unit within three (3) calendar days and lease the unit within two (2) calendar days after accepting the unit.

The resident can receive an extension of up to an additional seven (7) calendar days, at the HACLV's discretion, subject to documented evidence of an undue hardship on the family.

Examples of undue hardship include but are not limited to:

- Death in the immediate family
- Jury duty
- Hospitalization
- Verified medical reasons
- A new disability which makes the new unit unsuitable for the family's housing needs
- Inability to obtain the resources to execute the move

Any extension must be approved by the Director of Operations or designee.

**E. ADDITIONAL REQUIREMENTS FOR SCATTERED SITE UNITS**

Families residing in a scattered site unit that require an emergency transfer shall be:

- (a) permanently transferred to another scattered site unit; or
- (b) if another scattered site unit is not available, permanently transferred to another unit in a non-impacted area; or

- (c) if the emergency condition is expected to be resolved within fourteen (14) days or less, temporarily transferred to a hotel or motel and returned to the original unit following the successful abatement of the emergency; or
- (d) if the emergency condition cannot be resolved in fourteen (14) days, the family will be temporarily transferred to a Public Housing unit in an impacted area and will return to their original unit once the emergency condition is abated.

If no residents are on the scattered site transfer list to be transferred or relocated, then the next available applicant from the certified eligible pool of Conventional Public Housing wait lists shall be offered the unit, unless the unit is being sold as a homeownership option.

### **Resident Refusal of the Transfer Unit**

The resident may decline the transfer unit for good and reasonable cause. Such cause shall be considered sufficient if:

The unit location is not accessible to the resident's employment or childcare; or

The unit contains lead-based paint and the family has children under age 7; or

The unit is unsuitable for the resident's disabilities, or the unit is accessible and the family includes no members who need the accessibility features of the unit and do not want to be subject to a 30 day notice to transfer; or

The unit is not ready at the time of offer; or

The location of the unit would require the resident to take a child out of a special educational program for the children with disabilities in which the resident has a child enrolled

The unit is too large or too small for the family.

The Director of Operations shall determine if the unit refusal is for good cause. If the resident declines the unit without good cause, the HACLV shall assign the unit to another family and void the request for transfer if generated by the family.

If the resident refuses the transfer unit when the reason for the transfer is an emergency, under/overhoused or an abatement, a 30-day notice will be issued. The unit will be reassigned and the transfer will be voided.

### **Transfer Procedures**

The Development Manager and resident will participate in a pre-transfer inspection to determine damages prior to transfer and the charges made part of the new lease.

The resident and HACLV shall enter into a new lease agreement for the transfer unit.

The resident must bear all costs of moving except for emergency transfers that are not caused by the resident and accessibility transfers for residents with disabilities.

## **F. GENERAL CONDITIONS GOVERNING TRANSFERS**

### **Discrimination Prohibited**

Transfer requests shall be processed, evaluated, initiated and/or determined without regard to race, color, religion, gender, creed or national origin. Transfer requests based on household composition and/or illness disability must consider family size and disability.

### **Cleaning and/or Repair Charges**

All transfers are subject to charges for cleaning or repair work performed by the maintenance staff on the vacated unit. All charges for work required because of damages in excess of normal wear and tear will be assessed after an inspection is completed by the resident and the housing manager. All applicable charges will be transferred to the resident's new account. The resident must deposit with the HACLV a security deposit on the new unit consistent with the security deposit policy in effect at the time of the transfer.

### **Rent Adjustments for Transferred Residents**

No rent adjustment will be made, except for utility allowance, until the next scheduled certification.

### **Reexamination Date**

The date of the transfer changes the reexamination date according to the block system of the gaining development, unless the annual reexamination period would exceed twelve months since the family's last annual reexamination.

The losing development will send the family's file to the gaining development once they have been notified that the family has accepted the unit, before the family is leased up. The gaining development will not attempt to lease up a family without possession of the family's file.

### **HACLV Incentives For Higher Income Families Transferring Into Lower Income Developments**

The HACLV will offer certain incentives to higher income families willing to move into lower income projects. If a higher income family agrees to move to a HACLV-specified lower income development, the HACLV will agree to approve ~~to transfer the resident family to the next available scattered site home or the~~ development of the family's choice. The move will be approved according to the Occupancy Guidelines only if the family has consistently been in lease compliance for two years prior to transfer offer.

HACLV will target homeownership opportunities to higher income families moving into lower income projects.

### **Processing In and Out of Developments**

#### **Gaining Developments**

Transfers from other developments will be processed in the same manner as move-ins, including a new lease.

The resident transferring between public housing projects does not have to meet the admission requirements pertaining to income or preference.

### **Cost of Transfers:**

HACLV shall pay the cost of emergency transfers (to abate an building emergency situation) and moderation transfers. The costs of all other transfers are borne by the resident.

**Chapter 9**  
**LEASING**  
[24 CFR 966.4]

**INTRODUCTION**

It is the HACLV's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This chapter describes pre-leasing activities and the HACLV's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

**A. LEASE ORIENTATION**

In conjunction with execution of the lease, all adult family members must attend at the same time a lease orientation conducted by a HACLV representative. The orientation may be conducted with more than one family.

The family must attend the orientation before taking occupancy of the unit.

**As a reasonable accommodation to a person with disabilities, the Lease Orientation may be offered at the resident's home.**

**Orientation Agenda**

When families attend the lease orientation, they will be provided with:

- A copy of the lease
- A copy of the grievance procedure
- A copy of the house rules
- Supportive services information, including FSS
- Emergency maintenance policy
- Payment envelope
- Resident handbook
- Pet policy

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Provisions of the lease
- Orientation to the community
- Unit maintenance and work orders
- Explanation of occupancy forms
- Terms of occupancy
- Rent choice

HACLV shall ensure additional efforts are made to ensure full program accessibility to persons with Limited English Proficiency, including notifying organizations that provides services to low-income families whose primary language is Spanish, as outlined in HACLV's Limited English Proficiency Plan.

## **B. EXECUTION OF LEASE**

The lease shall be executed by the head of household and spouse. All other adult members must initial the One Strike lease provision and sign the lease. The lease will also be executed by an authorized representative of the HACLV, prior to admission.

The head or co-head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head or co-head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and the HACLV will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current HACLV policies as well as applicable Federal, State and local law.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new tenants.
- A new lease is executed at the time of the transfer of a tenant from one HACLV unit to another.
- If, for any reason, the head or co-head of household of the lease ceases to be a member of the household, a new lease will be executed.
- Lease signers must be persons legally eligible to execute contracts.
- The names, relationship to head, date of birth, and social security number of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
- Changes to tenant rents are made upon the preparation and execution of an addendum to the lease which reflects any change in household composition or rent. Documentation will be included in the tenant file to support proper notice.
- Households that include a live-in aide are required to execute a lease addendum authorizing the arrangement and describing the status of the aide.
- Households that include a live-in aide will contain file documentation that the live-in aide is not a party to the lease and is not entitled to HACLV assistance, with the exception of occupancy while serving as the aide for the participant family member.

The HACLV may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

## **ADDITIONS TO THE LEASE**

Requests for the addition of a new member of the household must be approved by the HACLV, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the HACLV will conduct a pre-admission screening, including the Criminal History Report, of the proposed new adult member. Only new members approved by the HACLV will be added to the household.

Minors being added to the household by other than birth or legal adoption or court –awarded custody must be verified by court action. Temporary guardianship will be considered as a court action. All temporary guardianship will be renewed and verified every six months.

### **Factors Determining Household Additions**

Household additions subject to screening:

- Resident plans to marry;
- Resident desires to add a new adult family member to the lease or employ a live-in aide.
- A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household. Guardianship and/or custody of the remaining family member(s) under 18 must be obtained by the adult who was not a member of the original household. The family will have 90 days to obtain all documentation. If the adult is unable to provide appropriate documentation regarding the remaining minor, children and/or fails to comply with all screening requirements they are ineligible to occupy the unit at the expiration of the 90 days.

Factors determining household additions that are not subject to screening:

Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

Children for whom the family receives court-awarded custody

Persons under the age of 18 years.

In cases where the addition of a new member who has not been born, married, awarded legal custody or guardianship, or legally adopted into the family, and the addition will affect the bedroom size required by the family, according to the HACLV occupancy standards, the HACLV will not approve the addition. An exception will be granted if the family has submitted a Self-Certification of Physical Custody of Minor Child/Children or an Appointment of Temporary Guardian to the HACLV. If either of these forms has been submitted, the HACLV will also require that the family has initiated legal proceedings for guardianship or legal custody.

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

Family members age 18 and over, [other than spouse](#), who move from the dwelling unit shall be removed from the lease. The tenant must notify the HACLV of the move-out within 10 calendar days of its occurrence. These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.

The HACLV in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

### **Visitors**

The resident may not allow visitors to stay overnight more than 14 consecutive days nor more than 30 calendar days in a twelve month period without prior written approval of management.

- Visitors who remain beyond this period shall be considered trespassers, and their presence constitutes a breach of the lease.
- If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.
- Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.
- Residents are not permitted to allow a former tenant of the HACLV who has been evicted to occupy the unit for any period of time.

### **Absences from the Unit**

- Residents must advise the HACLV when they will be absent from the unit for more than 30 consecutive days and provide a means for the HACLV to contact the resident in the event of an emergency. Failure to advise the HACLV of extended absences is grounds for termination of the lease.

## **Chapter 2 D. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES [24 CFR 8.27(a)(1)(2) and (b)]**

Before offering a vacant accessible unit to a non-disabled applicant or resident, the HACLV will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the HACLV's control, who has a disability that requires the special features of the vacant unit.

Second, to a current occupant of other public housing developments under the HACLV's control who has a disability that requires the special features of the vacant unit.

Thirdly, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

Accessible units will be offered to and accepted by non-disabled applicants or residents only with the understanding that such applicants/resident must agree to relocate to a non-accessible unit at a later date if a person with a disability requiring the unit applies for housing and is determined eligible or there is an existing resident who require the features of the accessible unit.

The HACLV will require a non-disabled applicant or resident to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant or resident. This requirement will be a provision of the lease agreement.

### **Chapter 3 E. UTILITY SERVICES**

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

Non-payment of excess utility charge payments to the HACLV is a violation of the lease and is grounds for eviction.

HACLV may send utility reimbursement directly to the utility supplier without the consent of the family that is paying an income based rent. HACLV will notify the family of the amount of any such direct payment to the utility supplier.

### **F. SECURITY AND PET DEPOSITS**

#### **Security Deposit**

New tenants must pay a security deposit to the HACLV at the time of admission.

The amount of the Security Deposit is \$100, which is specified in the lease. The pet deposit is \$100. **Assistance Animals for persons with a disability are not subject to the pet deposit.**

The HACLV may permit installment payments of security and pet deposits when a new tenant demonstrates a financial hardship to the satisfaction of the HACLV. The Authority may allow for one-half of the required deposit at the time of admission and the remainder to be paid with additional equal payments for a two month period. The full deposit must be paid within 90 days of initial occupancy.

The Security Deposit will be returned, less any applicable charges, to the tenant after move-out, if the following conditions are met:

- There is no unpaid rent and/or charges for which the resident is liable under the lease or as a result of breaching the lease.
- The dwelling unit and all equipment are left clean, and all trash and debris have been removed by the family.
- There is no breakage or damage beyond that expected from normal wear and use.
- Tenant gave the required 15 calendar days advance written notice of intent to vacate and all keys issued have been returned to the management office when the family vacates the dwelling unit.

The Security Deposit may not be used to pay charges during the tenant's occupancy.

The HACLV will hold the security deposit for the period the tenant occupies the unit.

The HACLV will refund the Security Deposit less any amounts owed, within 30 calendar days after move out and tenant's notification of new address. If no address is provided, the refund will be mailed to the last known address.

The HACLV will provide the tenant or designee identified above with a written list of any charges against the security deposits. If the tenant disagrees with the amount charged to the security deposits, the HACLV will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the HACLV. All keys to the unit must be returned to the Management upon vacating the unit.

The HACLV will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the HACLV will transfer the security deposit to the new unit and collect the difference between the balance and the new deposit required. The tenant will be billed for any maintenance or other charges. If the tenant family will be transferred from one public housing dwelling unit to another the HACLV will conduct the required move-out inspection and determine what charges, if any, should be assessed to tenant's account. HACLV will establish the security deposit for the new unit based upon the current security deposit policy and the family will be required to pay the balance/new deposit amount in effect at that time.

### **Pet Deposit**

The pet security deposit is to cover the cost of damages created by the pet. Tenant will be given a list of all such damages and the applicable charges that will be deducted from the pet deposit at the time the tenant vacates the unit or the pet is removed from the unit, whichever occurs first. Tenant will also be advised of their right to an informal meeting and/or grievance hearing should they dispute the charges. (See Chapter 10 for remainder of pet policy provisions.) The pet deposit will be returned to the tenant upon notification that the pet is no longer in the unit

### **Interest**

HACLV will not compute or pay any interest on any deposit.

## **Chapter 4 G. RENT PAYMENTS**

See Chapter 14, Rent and Debt Collection Procedures.

## **Chapter 5 H. FEES AND NONPAYMENT PENALTIES**

See Chapter 14, Rent and Debt Collection Procedures.

## **Chapter 6 I. SCHEDULES OF SPECIAL CHARGES**

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to the resident at the time of lease execution.

The HACLV will assess residents a charge for tenant-caused damage to its Conventional housing facilities (i.e., dwelling unit and/or common areas). Where there is no specific cost listed for an item of work, the charge to the family will be based upon the HACLV labor rate times (x) the hours of labor charged to the job plus (+) the actual cost of parts and materials that were used on the job. A Schedule of Charges will be maintained by the agency and periodically updated. A copy of this schedule will be posted in all management offices and shall be made available upon request. The HACLV will not charge for any repairs that are necessitated by normal wear and tear; nor will there be a charge for any scheduled periodic work, such as painting or extermination. However, if extermination is required on other than the pre-established scheduled basis and there is a determination that the extra extermination services are due to the negligence of the tenant family, the HACLV reserves the right to charge for said service.

## **Chapter 7 J. MODIFICATIONS TO THE LEASE**

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, each development office.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties, the resident(s) and the HACLV.

## **Chapter 8 K. CANCELLATION OF THE LEASE**

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

## **Chapter 9 L. INSPECTIONS OF PUBLIC HOUSING UNITS**

### **Initial Inspections**

The HACLV and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the HACLV and the tenant, will be kept in the tenant file.

### **Vacate Inspections**

The management staff will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The HACLV will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit. Documentation, including pictures of tenant caused damages will be maintained in tenant file.

The move-out inspection also assists the HACLV in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

### **Annual Inspections**

The HACLV will inspect all units annually using HUD-required standards. All inspections will include a check of all smoke alarms to ensure proper working order. Pictures of any damages and/or housekeeping problems will be taken.

Residents who "fail" the inspection due to housekeeping or tenant-caused damages will be given 10 calendar days to correct noted items and placed on a schedule of 30, 60, and 90 day inspections conducted to ensure lease compliance. Failure to comply with housekeeping requirements are grounds for lease termination.

Residents will be issued a copy of the inspection report with required corrections.

If necessary to bring the unit into HUD-required compliance, needed repairs will be completed by the HACLV.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by the HACLV.

Required corrections will be repaired by the HACLV within 25 calendar days of the inspection date.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be in violation of their lease. HACLV will take appropriate lease enforcement action.

### **Quality Control Inspections**

The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the HACLV can be of service to the family.

The HACLV management staff will conduct quality control inspections on 5% of the units.

The purpose of these quality control inspections is to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

The property manager may conduct periodic inspections to determine the condition of the unit and to identify problems or issues in which the HACLV can be of service to the family.

### **Special Inspections**

All new move ins will have a 30-, 60- and 90 -day inspection after the initial move-in inspection.

Housing management staff may conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review HACLV operations periodically and as a part of their monitoring may inspect a sampling of the HACLV's inventory.

Modernized and Scattered Site Inspections: New move ins in either a modernized or scattered site unit will have 30-, 60-, and 90-day inspections conducted.

Unit inspections will be conducted within five (5) working days from the date HACLV is notified or receives knowledge of an unsatisfactory condition such as infestation, damages or unsatisfactory housekeeping.

### **Other Inspections**

The HACLV management staff will periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

Playground inspections are conducted weekly to determine playground safety.

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

### **Emergency Inspections**

Housing management staff may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

### **Emergency Repairs to be Completed in Less than 24 Hours**

The following items are to be considered emergency in nature and require immediate (less than 24 hour) repair or abatement:

- Broken window glass that affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)
- Escaping gas
- Plumbing leaks that have the capacity to create flooding or cause damage to the unit
- Natural gas leaks or smell of fumes
- Backed-up sewage
- Electrical hazard
- Inoperable HACLV-owned air conditioner/heater (seasonal)
- Inoperable smoke detectors will be treated as a 24-hour emergency and will be made operable by the HACLV if the smoke detector is in need of repair.

Residents who disengage smoke detectors will be charged (see Schedule of Charges posted.)

### **Entry of Premises Notices**

The HACLV will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

The HACLV will provide the family with 48 hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

An adult must be present in the unit during the inspection and be required to show identification.

If no person is at home, the inspector will enter the unit and conduct the inspection and will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

A written notice specifying the purpose for non-emergency entry into the unit will be delivered to the premises at least 2 days before entry.

Where the HACLV is conducting regular annual inspection of its housing units, the family will receive reasonable advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons the HACLV will enter the unit are:

- Inspections and maintenance
- To make improvements and repairs
- To show the premises for leasing
- In cases of emergency

The family must call the HACLV at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

The HACLV will reschedule the inspection no more than once unless the resident has a verifiable medical reason which has hindered the inspection. The HACLV may request verification.

Repairs requested by the family will not require prior notice to the family. Residents are notified in the lease that resident-requested repairs presume permission for the HACLV to enter.

### **Non-Inspection Emergency Entry**

The HACLV staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

### **Family Responsibility to Allow Inspection**

The HACLV must be allowed to inspect the unit at reasonable times with reasonable notice. If the resident refuses to allow the inspection, the resident will be in violation of the lease.

## **Chapter 10**

### **PET POLICY**

[24 CFR 5.309]

#### **INTRODUCTION**

This chapter explains the HACLV's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of the HACLV to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the HACLV.

The purpose of this policy is to establish the HACLV's policy and procedures for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Residents will comply with the dwelling lease, which requires that no animals or pets of any kind be permitted on the premises without prior written approval of the HACLV.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

The HACLV Pet Policy does not apply to Assistance Animals. An Assistance Animal is an animal that is needed as a reasonable accommodation for persons with disabilities.

#### **Animals That Assist Persons With Disabilities**

Only rules related to the health of the animal, the responsibility of the animal's owner to clean up after the animal and prevent the animal from disturbing others will be applied to animals that assist persons with disabilities.

To meet these exclusions, the resident/pet owner must provide HACLV with the means to verify that:

That there is a person with disabilities in the household; and

That the animal is needed because of the person's disability.

#### **A. MANAGEMENT APPROVAL OF PETS**

All pets must be approved in advance by the HACLV management.

The pet owner must enter into a Pet Agreement with the HACLV, pay the pet deposit of \$100 for dogs and cats **and adhere to the Pet Policy posted in the Authority's offices.**

See Sections D and E following for other management requirements.

## **B. STANDARDS FOR PETS**

Pet rules will not be applied to animals that assist persons with disabilities.

### **Types of Pets Allowed**

No pets except the following will be acceptable:

#### Dogs

- Maximum number: 1
- Maximum adult weight: 25 pounds
- Maximum height: 20" at shoulder at full growth
- Must be spayed or neutered
- Must have all required inoculations
- Must be licensed as specified now or in the future by State law and local ordinance

#### Cats

- Maximum number: 1
- Must be spayed or neutered
- Must have all required inoculations
- Must be trained to use a litter box or other waste receptacle
- Must be licensed as specified now or in the future by State law or local ordinance

#### Birds

Maximum number: 2

- Must be enclosed in a cage at all times

#### Fish

- Maximum aquarium size: 50 gallons
- Must be maintained on an approved stand

Rodents (guinea pig, hamster, or gerbil ONLY)

- Maximum number: 1
- Must be enclosed in an acceptable cage at all times

### **Types of Pets Not Allowed**

Common household pets permitted in dwelling units do not include:

Animals who would be allowed to produce offspring for sale

Wild animals, feral animals, and any other animals who are unamenable to routine human handling

Animals of species commonly used on farms

Non-human primates (unless as an assistive animal to a person with disabilities)

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit

Pot-bellied pigs

Snakes, spiders, reptiles, and chickens

The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:

Any animal whose weight could exceed 25 pounds by adulthood

Dogs of the pit bull, rottweiler, chow, or boxer breeds

Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.

Chicks, turtles or other animals that pose a significant risk of salmonella infection to those who handle them

Pigeons, doves, mynah birds, psittacine birds, and birds of other species that are hosts to the organisms causing psittacosis in humans

Tenants are not permitted to have more than one *type* of pet.

### **C. PETS TEMPORARILY ON THE PREMISES**

Pets which are not owned by a tenant will not be allowed; **although service animals of persons with disabilities who are visiting the unit are permitted.**

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the HACLV.

State or local laws governing pets temporarily in dwelling accommodations shall prevail.

## **D. REGISTRATION, ADMINISTRATION, AND OTHER RESTRICTIONS**

### **Registration of Pets**

1. Pets must be registered with the HACLV before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free. **This provision applies to assistive animals for persons with disabilities.**
2. Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination. **This provision applies to assistive animals for persons with disabilities.**
3. Dogs and cats must be spayed or neutered. **This provision applies to assistive animals for persons with disabilities.**
4. Execution of a Pet Agreement with the HACLV stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.
5. Approval for the keeping of a pet shall not be extended pending the completion of these requirements.
6. Registration for each animal is to be accomplished by the filing of the following disclosures and forms:
  - a. A health certificate prepared by a veterinarian (including attestations of no communicable disease and of spaying or neutering (or of a medical condition precluding spaying or neutering))
  - b. Documentation of current rabies vaccination for species subject to state or local rabies vaccination requirements
  - c. Copy of the license issued by the applicable municipality for “ownership” of each animal for whom licensing is a legal requirement
  - d. Name, address and telephone number of a veterinarian who will be providing regular care
  - e. Name of the adult household member who will be primarily responsible for animal care

### **Refusal To Register Pets**

1. The HACLV may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the HACLV refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

2. The HACLV will refuse to register a pet if:
  - a. The pet is not a common household pet as defined in this policy;  
Keeping the pet would violate any House Pet Rules;
  - b. The pet owner fails to provide complete pet registration information or fails to update the registration annually;
  - c. The HACLV reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

A resident who cares for another resident's pet must notify the HACLV and agree to abide by all of the pet rules in writing.

### **Pet Agreement**

Execution of a Pet Agreement will be required, under which the resident acknowledges:

1. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress
2. The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation
3. Receipt of a copy of all animal-related requirements and restrictions administered by management
4. In the context of public housing, that failure to abide by any animal-related requirement or restriction constitutes a violation of the "Tenant Obligations" appearing at 24 CFR 966.4(f)(4) and, therefore, grounds for lease termination pursuant to 24 CFR 966.4(k)(2)

### **Other Restrictions**

The following other restrictions also apply:

1. A prohibition on the keeping of animals by any resident convicted of a felony or of a misdemeanor relating to treatment of an animal
2. A prohibition on the keeping of any dog or cat over six months of age who is not spayed or neutered
3. A prohibition against keeping animals in any dwelling unit having no air conditioning in which ambient temperatures may exceed 82 degrees at any time of day or night

4. A restriction against walking or transporting any animal outside of the dwelling unit without use of a leash or animal transport enclosure
5. A prohibition against allowing animals on any premises outside of the dwelling unit unaccompanied by a family member, including homeless animals that are being fed or otherwise supported by residents
6. A prohibition against the tethering or chaining of animals outside of or within the dwelling unit
7. A prohibition of feeding any dog and/or cat outside the unit.
8. A restriction against subjecting animals to any surgical procedure, such as de-barking or de-clawing, that is typically performed as a substitute for correcting environmental deficiencies and providing proper supervision, or that can render animals abnormally aggressive
9. A requirement for the prompt removal of animal feces deposited in any common area
10. A requirement for regular removal and replacement of litter used in litter boxes or in animal enclosures maintained within dwelling units
11. A requirement for implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals

State and local public health and anti-cruelty laws are applicable. All complaints of cruelty and all dog bites will be referred to the relevant animal control or police agency for investigation and enforcement.

#### **E. ADDITIONAL FEES AND DEPOSITS FOR PETS**

HACLV requires a pet deposit of \$100 for dogs and cats:

HACLV will allow gradual payment of the deposit in accordance with the following:

- An initial payment of \$50 on or prior to the date the pet is properly registered and brought into the apartment; and
- Monthly payments in an amount no less than \$50 until the specified deposit has been paid.

The HACLV reserves the right to change or increase the required deposit by amendment to these rules.

The HACLV will refund the pet deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The HACLV will return the pet deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The HACLV will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the HACLV will provide a meeting to discuss the charges.

All reasonable expenses incurred by the HACLV as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit;
- Fumigation of the dwelling unit;
- Common areas of the project.

Pet deposits are not a part of rent payable by the resident.

#### **F. ALTERATIONS TO UNIT**

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

#### **G. PET WASTE REMOVAL CHARGE**

A separate pet waste removal charge of \$10 per occurrence will be assessed against the resident for violations of the pet policy.

Pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the HACLV, as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

The cost of repairs and replacements to the dwelling unit;

Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount, which exceeds the pet deposit.

The pet deposit will be refunded when the resident moves out or no longer have a pet on the premises, whichever occurs first.

The expense of flea disinfestations shall be the responsibility of the resident.

#### **H. PET AREA RESTRICTIONS**

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash and under the control of the resident or other responsible adult individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

#### **I. NOISE**

Pet owners must control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

#### **J. CLEANLINESS REQUIREMENTS**

##### **Litter Box Requirements.**

All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

##### **Removal of Waste From Other Locations.**

The Resident/Pet Owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin.

Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated or during regularly scheduled extermination of the unit.

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

#### **K. PET CARE**

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 10 consecutive hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

**L. RESPONSIBLE PARTIES**

The resident/pet owner will be required to designate a responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

**M. INSPECTIONS**

The HACLV may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

**N. TERMINATION OF TENANCY**

The HACLV may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

**O. PET REMOVAL**

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Includes pets that are poorly cared for or have been left unattended for over 10 consecutive hours.

If the responsible party is unwilling or unable to care for the pet, or if the HACLV after reasonable efforts cannot contact the responsible party, the HACLV may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

**P. EMERGENCIES**

The HACLV will take all necessary steps to insure that pets, that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the HACLV to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

## Chapter 11

### RECERTIFICATIONS

[24 CFR 5.617, 24 CFR 960.209]

#### **INTRODUCTION**

HUD requires that all families be recertified at least annually. At the annual recertification families must report their current household composition, income, deductions and allowances. Between regular annual recertifications, HUD requires that families report all changes in household composition, but the PHA decides what other changes must be reported and the procedures for reporting them.

This chapter defines the HACLV's policy for conducting annual recertifications. It also explains the interim reporting requirements for families, and the standards for timely reporting.

#### **A. ELIGIBILITY FOR CONTINUED OCCUPANCY**

Residents who meet the following criteria will be eligible for continued occupancy:

Qualify as a family as defined in this policy;

Are in full compliance with the obligations and responsibilities described in the dwelling lease;

Whose family members, age 6 and older, each have submitted their social security numbers or have certifications on file that they do not have a social security number;

Whose family members have submitted required citizenship/eligible immigration status/noncontending documents.

#### **B. ANNUAL RECERTIFICATIONS**

The terms "annual recertification" and "annual reexamination" are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition. The annual recertification of family income and composition will be conducted by the on-site management staff.

Families who choose flat rent are to be recertified every three years. HACLV staff will mail annual information packages to families and may schedule an interview if additional information is needed.

Annual recertifications are scheduled on a project specific basis, according to the block system, for a specified month of the year. If a family has occupied a unit for less than 12 months when the "project" becomes due for annual recertifications, each such family will be required to complete an annual recertification. This will ensure that all newly admitted families comply with the project-based recertification schedule.

When families move to another dwelling unit, the annual recertification date will change to coincide with the new project recertification date. This may result in two "annual" recertifications within a 12 month period.

#### **Recertification Notice to the Family**

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 120 calendar days in advance of the scheduled annual recertification date. If requested as an accommodation by a person with a disability, the HACLV will provide the notice in an accessible format. The HACLV will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

The notification shall explain family choice of income-based or flat rent, with an estimate of what the income-based rent would be and a statement of what the flat rent is.

The family will indicate whether the family chooses income-based or flat rent by checking the appropriate box on the document, signing the document, and returning the document to the HACLV.

If the family chooses flat rent, no recertification appointment will be necessary.

#### Methodology

If the family chooses income-based rent, or if the family has paid the flat rent for three (3) years, the HACLV will use the following methodology for conducting annual recertifications to schedule the specific date and time of appointments in the written notification to the family.

Notification of obligation to recertify is sent at least 120 days in advance of the scheduled annual certification. Notification of the flat rent and an approximate amount of the income based rent, based on the last certification, is sent at least 120 days in advance of the scheduled annual certification.

Families that have paid a flat rent for three years must complete a full certification process to determine accurate information regarding family composition and income. The family may choose to pay a flat rent or the income based rent annually.

#### **Persons with Disabilities**

Persons with disabilities, who are unable to come to the HACLV's office will be granted an accommodation of conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

#### **Collection of Information**

The family is required to complete the application for continued occupancy. Each adult member who reports no income will also be required to complete the Personal Declaration Form.

#### **Requirements to Attend**

All adult household members will be required to attend the recertification interview and sign the application for continued occupancy.

If the head of household is unable to attend the interview, the appointment will be rescheduled one time at the family's request.

#### **Failure to Respond to Notification to Recertify**

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to 3 calendar days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the HACLV, the HACLV will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HACLV will not schedule a third appointment and will send a notice of lease termination for material non-compliance with the lease.

If the family schedules an appointment and completes annual recertification requirements during the term of the 30-day notice, the annual recertification will be completed.

Exceptions to these policies may be made by property manager if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

### **Documents Required From the Family**

In the notification letter to the family, the HACLV will include instructions for the family to bring the following:

- Application for Continued Occupancy form

- Documentation of income for all family members

- Documentation of liquid and non-liquid assets

- Documentation to substantiate any deductions or allowances

- Picture identification for adults 18 years of age or older

- Self Declaration form when adult members 18 and over are declaring no income. (Except those 62 years and older/or disabled or enrolled in educational or approved training programs.

### **Verification of Information**

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 120 days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

- the continued eligibility of the resident as a *family* or as the *remaining member* of a family;

- the unit size required by the family;

- the amount of rent the family should pay.

### **Changes In The Tenant Rent**

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4(c) & (o)].

#### Tenant Rent Increases

If tenant rent increases, a 30-day notice will be mailed to the family prior to the family's annual recertification date. If less than 30 days are remaining before the family's annual recertification date, the tenant rent increase will be effective on the first of the second month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the recertification processing, there will be a retroactive increase in rent to the family's last annual recertification date.

If the family causes a delay in completing the annual recertification requirements, and the amount of tenant rent increases, the increase will be retroactive to the annual recertification effective date for the family's project.

#### Tenant Rent Decreases

If tenant rent decreases, it will be effective on the family's annual recertification date.

If the family causes a delay so that the processing of the recertification is not complete by the family's annual recertification date, rent change will be effective on the first day of the month following completion of the recertification processing by the HACLV.

If tenant rent decreases and the change occurred within a month prior to the recertification appointment, but the family did not report the change as an interim adjustment, the decrease will be effective on the recertification anniversary date.

### **C. REPORTING INTERIM CHANGES**

Families must report all changes in household composition **and increases in income/assets** within 10 calendar days to the HACLV between annual recertifications. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HACLV approval prior to all other additions to the household.

When there is a change in head of household or a new adult household member is added, the head of household will complete an application for continued occupancy and reverify, using the same procedures the HACLV staff would use for an annual recertification, except for effective dates of changes. In such case, the Interim Recertification Policy would be used.

The annual recertification date will not change as a result of this action.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the HACLV of the family member being added to the lease.

#### **Increases in Income to be Reported**

Families paying flat rent are not required to report any increases in income or assets.

Families must report all increases in income/assets of all household members to the HACLV in writing within 10 calendar days of the occurrence.

The HACLV will not process rent adjustments resulting from any increase in income until the next regularly scheduled recertification, other than when a new member joins the household.

Rent increases (except those due to misrepresentation) require 30 days' notice.

### **Decreases in Income and Rent Adjustments**

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions which would reduce the amount of the total tenant payment.

The HACLV will process the rent adjustment unless the HACLV confirms that the decrease in income will last less than 30 calendar days.

Decreases in tenant rent will be effective the first day of the month following the month in which the change is reported in writing to the HACLV. If verification cannot be obtained prior to the end of the month in which the change is reported, the decrease will be made retroactive to the first day of the month following the month in which the change is reported.

### **D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The HACLV will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

fraud; or

failure to participate in an economic self-sufficiency program; or

noncompliance with a work activities requirement

However, the HACLV will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

### **Verification Before Denying a Request to Reduce Rent**

The HACLV will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

### **Cooperation Agreements**

The HACLV has a written cooperation agreement in place with the local welfare agency which assists the HACLV in obtaining the necessary information regarding welfare sanctions.

The HACLV has taken a proactive approach to culminating an effective working relationship between the HACLV and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The HACLV and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

#### **E. OTHER INTERIM REPORTING ISSUES**

An interim recertification will be scheduled for families with zero income every 180 days. Once income is reported recertification will cease until annual recertification time.

Any changes reported by residents other than those listed in this section will be noted in the file by the staff person, but will not be processed between regularly scheduled annual recertifications except for families that qualify for the earned income disallowance under the QHWRA and/or families eligible for the FSS Program.

#### **HACLV Errors**

If the HACLV makes a calculation error at admission to the program or at an annual recertification, an interim recertification will be conducted to correct the error, but the family will not be charged retroactively. Any decrease in rent will be made retroactive.

#### **False or Incomplete Information Supplied by Family**

For families whose rent has been based on false or incomplete information supplied by the applicant/resident family, an interim recertification will be conducted upon notice by the HACLV. Any increase in TTP and tenant rent will be retroactive.

#### **F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)**

##### **Standard for Timely Reporting of Changes**

The HACLV requires that families report interim changes to the HACLV within ten calendar days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within 3 calendar days of the change.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the HACLV ), it will be considered untimely reporting.

##### **Procedures When the Change is Reported in a Timely Manner**

The HACLV will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

**Increases in the Tenant Rent** are effective on the first of the month following at least thirty days' notice.

**Decreases in the Tenant Rent** are effective the first of the month following the month in which the change is reported.

The change may be implemented based on documentation provided by the family, pending third party written verification.

### **Procedures when the Change is not Reported by the Tenant in a Timely Manner**

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim recertification processing and the following guidelines will apply:

**Increase in Tenant Rent** will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, utility reimbursement payment for which they would not have been eligible to receive and may be required to sign a Repayment Agreement in accordance with HACLV repayment policy.

**Decrease in Tenant Rent** will be effective on the first of the month following completion of processing by the HACLV and not retroactively.

### **Procedures when the Change is not Processed by the HACLV in a Timely Manner**

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the HACLV in a timely manner.

Therefore, an increase will be effective after the required 30 days' notice prior to the first of the month after completion of processing by the HACLV.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

### **G. REPORTING OF CHANGES IN FAMILY COMPOSITION**

The members of the family residing in the unit must be approved by the HACLV. The family must inform the HACLV and request approval of additional family members other than additions due to birth, adoption, or court-awarded custody before the new member occupies the unit. The proposed new adult family members will be screened by HACLV, according to the screening criteria in accordance with the criteria for eligibility and admission, prior to approval.

The HACLV will not approve the addition of family members other than by birth, adoption, marriage or court-awarded custody where the occupancy standards would require a larger size unit.

All changes in family composition must be reported within 10 calendar days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head or co-head of household or spouse that the member (who may have been the head of household) removed is permanently absent.

The head of household must provide a statement that the head or co-head of household or spouse will notify the HACLV if the removed member returns to the household for a period longer than the visitor period allowed in the lease.

### **Increase in Family Size**

The HACLV will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition by marriage/or marital-type relation.

Addition of a minor who is a member of the nuclear family who had been living elsewhere.

Addition of a HACLV-approved live-in attendant.

Addition due to birth, adoption or court-awarded custody.

Families who need a larger sized unit because of voluntary additions identified above will be placed on the Transfer List at their next regularly scheduled recertification; unless it creates a health and safety hazard upon approval of the Director of Operations.

### **Definition of Temporarily/Permanently Absent**

The HACLV must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

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

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

### **Absence of Entire Family**

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

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

Families must notify the HACLV if they are going to be absent from the unit for more than fifteen consecutive days. A person with a disability may request an extension of time as an accommodation.

"Absence" means that no family member is residing in the unit.

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

#### *Conduct home visit*

Write letters to the family at the unit

Post letters on exterior door

Telephone the family at the unit

Interview neighbors

Verify if utilities are in service

Check with Post Office for forwarding address

### Contact emergency contact

As a reasonable accommodation for a person with a disability, the HACLTV may approve an extension. (See Absence Due to Medical Reasons below for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

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

If the dwelling unit is deemed abandoned by the tenant, HACLTV shall take possession of the unit and any of the tenant's possessions remaining in the unit, in accordance with the lease. Property abandoned by the tenant may be disposed of by HACLTV in accordance with Nevada State law, NRS 1184.480 and HACLTV procedures.

### **Absence of Any Member**

Any member of the household will be considered permanently absent if s/he is away from the unit for three consecutive months except as otherwise provided in this Chapter.

### **Absence due to Medical Reasons**

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HACLTV will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remains current.

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

### **Absence due to Incarceration**

If a sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days. The rent and other charges must remain current during this period.

The HACLTV will determine if the reason for incarceration is for drug-related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents.

### **Foster Care and Absences of Children**

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

If the time period is to be greater than 3 months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home

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

### **Absence of Adult**

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HACLV will treat that adult as a visitor for the first 90 calendar days.

#### Absence of Spouse or Secondary Wage earner

The absence of the spouse or secondary wage earner must be verified by third-party documentation unless so verified per 24CFR 5.609(2) all income must be included.

*If, by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the lease will be transferred to the caretaker.*

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HACLV will review the status at 30 calendar day intervals.

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

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

If a member of the household is subject to a court order that restricts him/her from the home for more than 180 days, the person will be considered permanently absent.

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

### **Full-Time Students**

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

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

If the student is considered temporarily absent from the household, applicable income for that person will be counted. Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

### **Visitors (See Chapter 9, Leasing)**

Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days, or more than 30 cumulative days in a 12 month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

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

The HACLV will consider:

Statements from neighbors and/or HACLV staff

Vehicle license plate verification

Post Office records

Drivers license verification

Law enforcement reports

Credit reports

Verification from other public or private sources

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

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

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 90 consecutive days per year without being considered a member of the household under the following conditions:

The head of household has reported to the HACLV, in writing, that the minor is a visitor.

The HACLV has provided the head of household with written permission for the minor to occupy the unit for more than 14 days.

In a joint custody arrangement, if the minor is in the household less than 184 days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing or are a Section 8 Program participant, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

#### **Required Family Reporting to Manager**

The additional person(s), whether a family member or a visitor, must be reported in writing to the manager within 3 calendar days of a stay intended to exceed the visitation period allowed under the lease/ACOP.

#### **H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT**

To be considered the remaining member of the tenant family, the person must have been previously approved by the HACLV to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

The court has to have awarded emancipated minor status to the minor or is legally married; or

The HACLV has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

#### **I. CHANGES IN UNIT SIZE**

The HACLV shall grant exceptions from the occupancy standards if the family requests and the HACLV determines the exceptions are justified according to this policy.

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

The HACLV will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

When an approvable change in the circumstances in a tenant family requires another unit size, the family will be placed on the Transfer List in accordance with the Transfer policy.

(See Chapter 5, Occupancy Guidelines.)

#### **J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES**

Under the Noncitizens Rule, "Mixed" families are families in which the head or spouse is a citizen or that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND

The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualified for continued assistance after 11/29/96 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter 6). The HACLV may no longer offer temporary deferral of termination (See Chapter 12).

#### **K. UNIT TRANSFERS**

See Chapter 8, Transfer Policy.

## **Chapter 12**

### **LEASE TERMINATIONS**

[24 CFR 966.4]

#### **INTRODUCTION**

The HACLV may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the lease. This chapter describes the HACLV's policies for notification of lease termination and provisions of the lease.

#### **A. TERMINATION BY TENANT**

The tenant may terminate the lease by providing the HACLV with a written 15 calendar days advance notice as defined in the lease agreement.

Notice of intent to terminate the lease by the tenant must be in writing and must be tendered at least 15 days prior to the intended vacate date. Said notice must be signed and dated. The tenant notice must be delivered to the applicable management office or sent first class mail.

Should the family vacate without giving the required 15-day written notice, or should the family vacate after giving the 15-day notice, but prior to the expiration of the 15day written notice, the HACLV may deduct from the tenant's security deposit any portion of the tenant rent which remains unpaid for the specified 15-day period, or the date the unit is re-rented, whichever occurs first. In all cases, a family who has vacated will be provided with a detailed list of charges to be deducted from the security deposit within 15 days.

If the tenant intending to vacate provides sufficient evidence that they cannot tender the required written notice (e.g., language barrier, illiteracy, etc.) the HACLV will permit the on-site management staff to draft the notice for the tenant, but all such notices must be authenticated with the tenant's signature or "mark." In these instances, the management staff should try to obtain the signature of a witness as well.

#### **B. TERMINATION BY HACLV**

**NOTE: THE LEASE WILL NOT BE RENEWED IF REQUIRED ADULT MEMBERS 18 YRS AND OLDER DO NOT COMPLY WITH COMMUNITY SERVICES.**

It is the intent of the HACLV to provide housing and housing-related services to residents consistent with the Authority's obligations under the Lease Agreement and its responsibility as a landlord under any applicable provisions of State/local law. Similarly, it is the intent of the HACLV to provide and promote housing and a quality of life in its housing developments in a manner that best meets the housing and community needs of its residents.

The HACLV will aggressively pursue termination of tenancy for any and all families who are either unwilling or unable to abide by their lease obligations.

Termination of tenancy will be in accordance with the HACLV's lease.

The public housing lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements, subject to publication of the HUD final rule. See Chapter 15, Community Service.

The lease may be terminated by the HACLV, according to the terms of the lease, at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

Nonpayment of rent or other charges due under the lease, or repeated chronic late payment of rent;

Failure to provide timely and accurate statements of income, assets, expenses and family composition at admission, interim, special or annual rent recertifications;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

Use of the premises for purposes other than solely as a dwelling unit for the tenant and tenant's household as identified in this lease, or permitting its use for any other purposes;

Failure to abide by necessary and reasonable rules made by the HACLV for the benefit and well being of the housing project and the tenants;

Failure to abide by applicable building and housing codes materially affecting health or safety;

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas;

### **CRIMINAL CONDUCT OF A TENANT OR MEMBER OF THE APPLICANTS' HOUSEHOLD**

At least annually HACLV will conduct a criminal background check through the Metropolitan Police Department of all household members 18 years of age and older.

Residents and/or household members whose records reflect criminal convictions or documented controlled substance or alcohol addition shall be evaluated in accordance with standards below.

If the tenant, any member of the tenant's household, or a guest or other person under the tenant's control engages in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the tenant is a tenant in public housing. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802));

If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, the landlord (the HACLV) will be notified by the Las Vegas Metropolitan Police Department. The landlord (HACLV) will then commence unlawful detainer procedures to terminate the lease;

Alcohol abuse that the HACLV determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

Non-compliance with Non-Citizen Rule requirements;

Criminal activity by tenant, any member of the tenant's household, or a guest or other person under the tenant's control involving crimes of physical violence against residents, HACLV employees or HACLV vendors;

Family history of disturbance to neighbors, destruction of property or living or housekeeping habits which result in damage to the unit or common areas;

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction;

Non-payment of excess utility charge payments to the HACLV is a violation of the lease and is grounds for eviction;

The HACLV shall terminate the tenancy of any resident or household member that has found to be a fugitive. A fugitive is a person who is fleeing to avoid prosecution and/or incarceration for a felony crime or is fleeing to avoid prosecution or incarceration for violating a condition of probation or parole, imposed by State or Federal law.

Other good cause. "Other good cause" means other lease violations and/or conduct not specifically referenced herein that has a serious impact upon the safety, health and/or peaceful enjoyment of the residents of a HACLV public housing community. Where there is a finding of good cause for termination, such action will not be taken unless there is evidence that the tenant has received prior written notice that continued action or inaction of the nature stated in the warning notice would be considered as other good cause for termination of tenancy, excepting terminations due to drug-related criminal activity.

### **C. NOTIFICATION REQUIREMENTS**

The HACLV's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter 13.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household and sent by first class mail properly addressed to tenant with certificate of mailing.

The notice shall contain a statement describing the resident's right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

#### **Timing of the Notice**

If the HACLV terminates the lease, written notice will be given as follows:

At least 14 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, defined in the lease as five calendar days, considering the seriousness of the situation when the health or safety of other residents or HACLV employees, vendors or contractors is threatened;

At least 30 days prior to termination in all other cases.

The HACLV shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

In any instance where the HACLV is aware that the head of a tenant family is visually-impaired the HACLV will tender all such notices in a visually-accessible format. This may consist of a termination notice in braille or in large typeface of 18 points of greater. Alternatively, the Authority may provide a "reader" and a witness that applicable notices have been read to a visually-impaired person.

In any instance where the HACLV is aware that the head of a tenant family does not speak and/or read English and/or otherwise faces a language barrier, an attempt will be made to provide the notice of intent to terminate in both English and the first language of the tenant head of household. However, if the HACLV is aware that there are adult family members other than the head or spouse who are capable of reading the English-speaking notice the HACLV may address the notice to the head and/or co-head of household but to the attention of the adult family member who can read the notice. If there is a determination by HACLV's legal counsel that a minor who is sufficiently old enough (i.e., age 16 or 17) occupies the unit, and is capable of reading and understanding the notice delivered in English, the HACLV will reserve the right to address such notices to the head or co-head, but to the attention of the older minor. The HACLV will undertake this course of action only when there is no adult household member who reads English as evidenced by the most recent certification or other documentation in the tenant's file.

**D. PROHIBITED CRIMINAL CONDUCT UNDER ONE-STRIKE**

The HACLV must have evidence of the violation by the household member. The HACLV may pursue fact-finding efforts as needed to obtain evidence.

"Preponderance of evidence" is evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence is not determined by the number of witnesses, but by the greater weight of all evidence. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

"Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by HACLV inspectors and/or investigators, and evidence gathered from the HACLV Hotline.

If there is overwhelming evidence documentation (i.e. a preponderance of evidence) that an adult family member has been involved in drug-related criminal activity on or off the premises within the 12 month period preceding the date of initial certification or recertification, whether or not there has been a conviction, there will be a determination of ineligibility for admission or continued occupancy.

No family member may have engaged in or threatened abusive or violent behavior toward HACLV personnel or their authorized representative at any time.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The criminal records of each adult tenant, and their household members will be evaluated in accordance with the standards listed below:

1. Criminal Sexual Convictions

Tenants, and/or their household members who have been convicted of criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness or child abuse and are required by law to register as a sex offender will be prohibited from participation in the public housing program.

2. Arrests/Convictions for Possession and/or Use of Controlled Substance

The HACLV will permanently terminate the public housing lease of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

3. Alcohol Abuse

The HACLV may initiate lease termination, when, through verifiable evidence, HACLV determines that:

The tenant and/or household member has a pattern of abuse of alcohol; and

The abuse interferes with the health, safety or right to peaceful enjoyment of the community surrounding their current residence.

The HACLV will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 12 months.

**Hearings**

If information is revealed that would cause the HACLV to terminate assistance to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the HACLV's hearing procedures outlined in the Chapter 13.

**E. RECORD KEEPING**

A written record of every termination and/or eviction shall be maintained by the HACLV at the development where the family was residing, and shall contain the following information:

Name of resident, number and identification of unit occupied;

Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;

Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);

Date and method of notifying the resident;

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

Records for persons whose leases were terminated for any reason will be kept by the HACLV for 5 years, according to HACLV's record retention policy.

**F. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS**

[24 CFR 5.514]

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, were eligible for temporary deferral of termination of assistance to permit the family additional time for transition to affordable housing.

Deferrals may have been granted for intervals not to exceed six months, up to an aggregate maximum of three years for deferrals granted prior to 11/29/96.

However, due to the timeframe applicable to the deferral period, current families are no longer eligible for deferral of termination of assistance.

If the HACLV determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

## LVHA GRIEVANCE PROCEDURE SUMMARY

### I. LVHA GRIEVANCE PROCEDURE SUMMARY:

The Las Vegas Housing Authority (LVHA) Grievance Procedure is available to all applicants and residents of the following LVHA Housing Program:

- The LVHA Conventional Public Housing Program
- Section 8 Voucher Program

The purpose of the LVHA Grievance Procedure is to provide applicants and residents an opportunity for a hearing and/or due process review of LVHA decisions that adversely affect their housing assistance.

### II. DEFINITIONS:

For purposes of the LVHA Grievance Procedure, the following definitions shall be applicable:

- A. Adverse Action** means a decision made by LVHA to terminate or deny housing assistance to a family.
- B. Applicant** means a family who requests LVHA housing assistance by submitting an application for housing to the following housing program:
  - The LVHA Conventional Public Housing Program
  - Section 8 Voucher Program
- C. Conventional Public Housing Program** means federally subsidized housing owned and managed by the LVHA.
- D. Decision** means a written determination of a Grievance prepared by the LVHA Hearing Officer, Director of Housing Programs.
- E. Denial** means a refusal affecting a person's eligibility status.

- F.** Dispute means to question the validity or truth of an administrative action taken by the LVHA.
- G.** **Family** means the individual who is listed as the head of household on a LVHA housing application and/or all persons listed as residents on a Public Housing Lease Agreement, or Section 8 Housing Voucher Program participant.
- H.** **Grievance** means a complaint submitted by a LVHA applicant or public housing resident about a LVHA's decision that adversely affects an applicant or a public housing resident's housing assistance or eligibility therefore.
- I.** **Grievant** means an applicant, public housing resident, or Section 8 Housing Voucher Program participant who submits the complaint referenced in paragraph F above.
- J.** **Hearing** means an impartial review of a grievance and all related oral and documentary evidence, conducted by an impartial third party designated by the LVHA.
- K.** HUD means the Department of Housing and Urban Development.
- L.** Informal Hearing means an informal process conducted by the Hearing Officer or designated person to review oral and documentary evidence pertinent to the facts and issues raised when a Section 8 participant appeals an adverse action which has been taken or is proposed to be taken.
- M.** **Informal Review** means a review of a grievance and all related oral and documentary evidence, conducted by the LVHA official responsible for making the decision that gave rise to the grievance, in consultation with the Grievant.
- N.** **Informal Settlement** means a written agreement between a LVHA Property Manager and a Public Housing Grievant that resolves a grievance without a formal hearing.
- O.** Involuntarily Displaced means having to move from a residence through no fault of your own.
- P.** **LVHA** means the City of Las Vegas Housing Authority.
- Q.** Participant means a family in the Section 8 Voucher Program that holds a valid voucher issued by the LVHA; or

Currently occupies a unit assisted under the Section 8 Program; or

Continues to occupy an assisted unit after the LVHA suspends housing assistance payments due to landlord default, but does not have a transfer voucher; or

Vacates an assisted unit before requesting a transfer voucher for reasons beyond their control; or

Has made a timely request for a transfer voucher; or

Has made a timely request for an informal hearing.

**R. Property Manager** means the LVHA employee who is responsible for the day-to-day operations of the public housing community that the Grievant resides in.

**S. Resident** means adult persons listed on a LVHA public housing lease who live in a LVHA public housing apartment or scattered site home; or

Resides in the unit, and who is the remaining family member of the resident family.

**This definition does not include those adults designated as live-in aides.**

**T. Section 8 Voucher Program** means federally assisted housing program administered through the LVHA and where landlords own the units in the private sector.

**U. Substandard Housing** means a unit that is not livable according to HUD definition.

**V. Unit** means residential space for the private use of the family.

### **III. CONVENTIONAL PUBLIC HOUSING PROGRAM GRIEVANCE PROCEDURES**

#### **A. APPLICANTS:**

Applicants who are determined ineligible for housing assistance by LVHA are entitled to request and receive an informal review of that determination. The informal review will be conducted by the Hearing Officer or designated person selected by LVHA, depending on the program. An informal review is a meeting where an applicant's denial of placement on the waiting list or participation in a program is discussed. An applicant may request a meeting to review the reasons, when a claim for a federal preference is denied.

##### **1. Notification of Ineligibility**

Within ten (10) calendar days of the LVHA's determination of ineligibility, LVHA must provide written notification to the applicant detailing the following:

- a. the basis for the determination, and
- b. the procedures to request an informal review of the determination. An informal review request form shall be included with the notification of ineligibility.

**2. Informal Review Request Procedures**

An applicant may request an informal review if they are determined to be ineligible for the following reasons.

- Undeliverable mail
  - Unsuitability as a tenant
  - Unfavorable criminal history report
  - Unfavorable management report
  - Non-responsiveness to LVHA requests/notice/appointment
- a. The applicant must submit a written request for an informal review of the ineligibility determination within ten (10) calendar days of the date the ineligibility notification is received. The request for an informal review shall be submitted to:

..... **LVHA Housing Programs Manager**

.....  
.....

- b. Upon receipt of the request, the Hearing Officer and/or his/her designee shall review the request and schedule a meeting with the applicant within ten (10) calendar days of the date the request is received.

**3. The Informal Review Meeting**

The LVHA Hearing Officer and/or his/her designee shall conduct the Informal Review Meeting. The applicant and/or his/her authorized representative shall be in attendance together with the LVHA official responsible for making the ineligibility determination at issue.

**a. Presentation of evidence:**

During the Informal Review Meeting, the applicant and/or his/her authorized representative shall be afforded an opportunity to present related documentary and/or oral evidence which discounts, disproves, disputes or otherwise mitigates the basis for the ineligibility determination.

During the Informal Review Meeting, the LVHA official responsible for making the ineligibility determination shall be required to provide the

regulatory and/or policy basis for the determination at issue together with any related documentary evidence.

4. Preference Denial Meeting

An applicant may request a meeting within 10 calendar days upon receiving the denial of a preference.

LVHA staff will notify the applicant in writing of the denial within ten (10) calendar days upon receiving the denial.

The applicant must submit a written request for a meeting within ten (10) calendar days upon receiving the denial.

Any person or persons designated by the LVHA, including the person who made or reviewed the determination, or his or her subordinate will conduct the meeting within ten (10) calendar days upon receiving the request.

**5. The Informal Review Decision**

**Notification:**

Within ten (10) calendar days of the date of the Informal Review Meeting, the LVHA Hearing Officer or his/her designee shall notify the applicant and/or his/her authorized representative, in writing, of the Informal Review Decision.

---

**6. The Informal Review Decision:**

The Informal Review Decision shall be prepared by the Hearing Officer or his/her designee and shall clearly state the following:

- a. The date of the Informal Review Meeting.
- b. The names of the persons in attendance.
- c. The applicable policy and/or regulatory provisions.
- d. The decision.
- e. A statement advising that the Informal Review Decision is final and if the applicant believes that LVHA practice/decision is discriminatory he/she/ has the right to submit a complaint to:

**The United States Department of Housing  
& Urban Development  
Office of Fair Housing & Equal Opportunity  
450 Golden Gate Avenue  
San Francisco, CA 94102**

(800) 424-8590  
(800) 424-8529 (TDD)

---

**B. RESIDENTS:**

Residents of the Conventional Housing Program who are notified of a LVHA decision that adversely affects the resident's rights, duties, welfare or status as a Public Housing Resident may submit a Grievance in writing to the Property Manager's office to determine whether the Grievance can be settled informally.

**1. Informal Settlement Meeting:**

After receiving notice of the adverse action from the Management Office, the written grievance must be personally presented to the LVHA management office with jurisdiction for the apartment in which the grievant resides. Upon receipt of the written Grievance from a resident, the Property Manager shall schedule a meeting with the Grievant to discuss the issues presented by the Grievant. The purpose of the meeting is to determine whether the Grievance can be resolved without hearing.

The Property Manager will review the request and schedule a meeting specifying the date, time, and location, within five (5) calendar days upon receipt of the request.

The Property Manager and resident will discuss the grievance informally, an attempt will be made to settle the grievance informally, by discussion and without a hearing.

**a. Informal Meeting Summary:**

The Property Manager shall prepare a written summary of the meeting discussion setting forth the following:

- The date of the Grievance
- The nature of the Grievance
- The persons in attendance
- The nature of the proposed disposition and the specific reasons therefore
- The formal hearing request procedures (including request form)

The written summary shall be prepared and provided to the Grievant within (10) calendar days of the date of the meeting.

If the grievant is not satisfied with the results of the Informal Settlement of Grievance meeting, the grievant may request a hearing in accordance with the LVHA grievance procedures.

**2. Formal Hearing:**

If no informal settlement agreement is reached during the informal settlement meeting, the Grievant has the right to request a formal hearing. A Hearing is a formal process conducted by the Hearing Officer to review oral and documentary evidence pertinent to the facts and issues raised when a resident appeals an adverse action, which has taken or is proposed to be taken by the LVHA.

**a. Hearing Request:**

A resident may request a hearing if the resident disputes any LVHA action or failure to act involving the resident’s lease or other LVHA rules or regulations which adversely affects the resident’s rights, duties, welfare, or status. The Grievant may request a hearing by submitting a written hearing request to the Property Manager or LVHA Central Office within ten (10) calendar days of the date the Grievant received the written summary of the informal settlement meeting.

To submit the request for a formal hearing to LVHA central office it must be delivered to:

..... LVHA Hearing Officer  
..... 340 N. 11<sup>th</sup> Street  
..... Las Vegas, NV 89101

If the grievant does not request a hearing within ten (10) calendar days after receipt of the Informal Summary, the disposition of the grievance shall become final. Failure to request a hearing shall not constitute a waiver by the grievant of his/her right to contest LVHA’s action in disposing of the grievance in an appropriate judicial proceeding.

The written hearing request must specify:

- The reason for the grievance
- The action or relief sought
- How LVHA’s action violates the resident’s lease or other LVHA rule or regulation, as well as the resident’s rights, duties, welfare, or status.

Notwithstanding scheduling conflicts, the hearing shall be scheduled and conducted within ten (10) calendar days of the date the Hearing Officer received the Hearing Request.

The Grievant shall be given written notification of the time, place and date of the hearing together with a description of the procedures governing the hearing.

**b. Hearing Procedure**

The hearing shall be conducted by an impartial, third-party, Hearing Officer, designated by the LVHA. The hearing shall be governed by the following due process considerations:

1. Prior to the hearing, the Grievant shall be afforded the opportunity to review all related documentary evidence maintained by LVHA and shall be permitted to copy the same at his/her own expense. Evidence not made available to the Grievant, upon request, may not be used by LVHA at the time of hearing.
2. The Grievant shall be afforded the right to be represented by counsel and/or to designate a representative.
3. The Grievant shall be afforded the right to confront and cross-examine all LVHA witnesses on whose testimony or information the LVHA rely and to present testimony and/or documentary evidence to support his/her position.
4. A prior determination on the same issue involving the same Grievant shall be binding on the Grievant and the LVHA.
5. Failure to appear at the hearing, without prior notification may result in dismissal of the Grievance.

**c. Hearing Decision:**

The hearing decision shall be based **solely** on the evidence and testimony presented during the hearing. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing to reconvene at a later date, before reaching a decision, but must render a decision within ten (10) calendar days of the initial hearing regardless of request for additional information.

Within ten (10) calendar days of the date of the hearing, the Hearing Officer shall prepare a written decision that sets forth the following:

- The date of the hearing
- The names of the parties and their representatives in attendance
- A description of the issues and evidence presented at the hearing
- A brief description of the respective position of the parties
- The applicable lease provisions, policy provisions and/or regulations
- The disposition of the Grievance.

The decision of the Hearing Officer is binding on the LVHA unless:

1. The LVHA Board of Commissioners determines that the decision violates local, state or federal law;
2. The LVHA Board of Commissioners determines that the Grievance did not concern a LVHA act or failure to act, or that it did not concern a LVHA decision that adversely affected the Grievant's lease, rights, duties, welfare or status; or
3. The LVHA Board of Commissioners determines that the Hearing Officer's decision violates the requirements of the Annual Contributions Contract between LVHA and HUD.

**The decision of the Hearing Officer or of the LVHA Board of Commissioners shall not constitute a waiver of, nor affect in any manner whatsoever, the Grievant's right to institute legal action against the LVHA in a court of competent jurisdiction regarding the subject matter of the Grievance.** The Grievant may utilize due process through the Court.

**d. Hearing Decisions Regarding Eviction:**

The decision of the Hearing Officer in favor of the grievant must specify which provision of the resident's lease, other rule, LVHA policy, procedure, or regulation has been violated. The remedy granted by the Hearing Officer may not violate:

- Local, State, or Federal law;
- Resident's lease;

- LVHA rules or regulations
- LVHA's Annual Contribution Contract with the Federal Government; or
- Federal regulations applicable to the LVHA

When the Hearing Officer affirms the LVHA's decision to terminate the Grievant's tenancy, LVHA must follow applicable State law to implement the eviction including, but not limited to:

- Providing all requisite notices
- Abiding by all applicable judicial determinations, including those that over rule the Hearing Officer's Decision.

In no event shall the notice to vacate be issued prior to the decision of the Hearing Officer having been mailed or delivered to the grievant.

### **3. EXPEDITED GRIEVANCE PROCEDURE:**

An expedited hearing may be requested and/or conducted to address a Grievance involving:

- Proposed termination of tenancy due to **criminal activity** that threatens the health, safety or right to peaceful enjoyment of the public housing community; or
- Proposed termination of tenancy due to drug-related criminal activity on or off the public housing premises.

The expedited hearing procedure shall be listed on all Thirty-Day Notices involving allegations of the foregoing criminal activity. The manager of the development in which the resident resides may elect to expedite a hearing due to the gravity of alleged activity. The manager in doing so, must contact the Hearing Officer within twenty-four (24) hours after service of the notice to request, that the procedure be expedited.

#### **a. Grievance Submission:**

When notified that they are subject to the expedited Grievance Procedure, residents shall be afforded a minimum of two (2) business days from the date they receive such notice, to submit a written Grievance. The manager on the behalf of the resident may request an expedited hearing due to the nature and gravity of the alleged activity. The Grievance must be submitted to the Property Manager's or Hearing office and must set forth the following:

- The nature of the Grievance; **and**
- The relief sought.

**b. Hearing Request:**

Within one (1) business day of the date the Grievance is submitted, the Property Manager must forward the Grievance to the Hearing Officer and request that an expedited hearing be scheduled.

**c. Expedited Hearing:**

Upon receipt of a request for an expedited hearing, the Hearing Officer shall schedule the hearing. An informal settlement of grievance is not applicable under this provision. The Hearing shall take place within two (2) business days of the date the request is received. The Hearing Officer shall promptly notify the parties of the date, time and place of the hearing. The notice shall also plainly state that no postponements will be permitted and that failure to appear **will** result in dismissal of the Grievance.

**d. Expedited Hearing Decision:**

Within two (2) business days of the date of the hearing, the Hearing Officer shall provide a written decision to all parties.

The decision of the Hearing Officer shall not constitute a waiver of, nor affect in any manner whatsoever, the Grievant's right to institute legal action against the LVHA in a court of competent jurisdiction regarding the subject matter of the Grievance.

**IV. SECTION 8 PARTICIPANTS**

**A. PARTICIPANTS**

Section 8 Participants who are determined to have violated the Section 8 Voucher Program by LVHA are entitled to request and receive an Informal Hearing of that determination. The Informal Hearing will be conducted by the Hearing Officer or designated person to review oral and documentary evidence pertinent to the facts and issues raised when a Section 8 Participant is found to have violated the program.

**1. Informal Hearing**

A Hearing is a informal process conducted by the Hearing Officer to review oral and documentary evidence pertinent to the facts and issues raised when a participant appeal an adverse action, which has taken or is proposed to be taken by the LVHA. The LVHA must provide participants with the opportunity for an

Informal Hearing for decisions related to any of the following LVHA determinations:

- Determination of the family’s annual or adjusted income and the computation of the Housing Assistance Payment.
- Appropriate utility allowance used from schedule
- Determination to terminate assistance for any reason.
- Determinations to terminate a family’s FSS contract, withhold supportive services, or propose forfeiture of the family’s escrow account.
- Termination of Assistance.

Informal Hearings are not required for established policies and procedures and LVHA determinations such as:

- Discretionary administrative determinations by the LVHA
- General policy issues or class grievances
- Establishment of the LVHA schedule of utility allowances for families in the program
- LVHA determination not to approve an extension or suspension of a voucher term
- LVHA determination not to approve a unit or lease
- LVHA determination that an assisted unit is not in compliance with HQS. LVHA must provide an Informal hearing for family breach of HQS because it is a family obligation.
- LVHA determination that the unit is not in accordance with HQS because of the family size.
- LVHA determination to exercise or not exercise any rights or remedy against the owner under a HAP contract.

**a. Hearing Request:**

A participant may request a hearing if the Participant disputes any LVHA action or failure to act involving the participants Section 8 or other LVHA rules or regulations which adversely affects the resident’s rights, duties, welfare, or status. The Grievant may request a hearing by submitting a written hearing request to the Section 8 Officer or LVHA Central Office within ten (10) calendar days of the date the Grievant received the written summary of the informal settlement meeting.

To submit the request for a formal hearing to LVHA central office it must be delivered to:

..... LVHA Hearing Officer  
..... 340 N. 11<sup>th</sup> Street

If the grievant does not request a hearing within ten (10) calendar days after receipt of the Informal Summary, the disposition of the grievance shall become final. Failure to request a hearing shall not constitute a waiver by the grievant of his/her right to contest LVHA's action in disposing of the grievance in an appropriate judicial proceeding.

The written hearing request must specify:

- The reason for the grievance
- The action or relief sought
- How LVHA's action violates the Participant's assistance or other LVHA rule or regulation, as well as the Participant's rights, duties, welfare, or status.

Notwithstanding scheduling conflicts, the hearing shall be scheduled and conducted within ten (10) calendar days of the date the Hearing Officer received the Hearing Request.

The Grievant shall be given written notification of the time, place and date of the hearing together with a description of the procedures governing the hearing.

b. Hearing Procedure

The hearing shall be conducted by an impartial, third-party, Hearing Officer, designated by the LVHA. The hearing shall be governed by the following due process considerations:

1. Prior to the hearing, the Grievant shall be afforded the opportunity to review all related documentary evidence maintained by LVHA and shall be permitted to copy the same at his/her own expense. Evidence not made available to the Grievant, upon request, may not be used by LVHA at the time of hearing.
2. The Grievant shall be afforded the right to be represented by counsel and/or to designate a representative.
3. The Grievant shall be afforded the right to confront and cross-examine all LVHA witnesses on whose testimony or information the LVHA rely and to present testimony and/or documentary evidence to support his/her position.
4. A prior determination on the same issue involving the same Grievant shall be binding on the Grievant and the LVHA.

5. Failure to appear at the hearing, without prior notification may result in dismissal of the Grievance.

c. Hearing Decision:

The hearing decision shall be based solely on the evidence and testimony presented during the hearing. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing to reconvene at a later date, before reaching a decision, but must render a decision within ten (10) calendar days of the initial hearing regardless of request for additional information.

Within ten (10) calendar days of the date of the hearing, the Hearing Officer shall prepare a written decision that sets forth the following:

- The date of the hearing
- The names of the parties and their representatives in attendance
- A description of the issues and evidence presented at the hearing
- A brief description of the respective position of the parties
- The applicable lease provisions, policy provisions and/or regulations
- The disposition of the Grievance.

The decision of the Hearing Officer is binding on the LVHA unless:

1. The LVHA Board of Commissioners determines that the decision violates local, state or federal law;
2. The LVHA Board of Commissioners determines that the Grievance did not concern a LVHA act or failure to act, or that it did not concern a LVHA decision that adversely affected the Grievant's lease, rights, duties, welfare or status; or
3. The LVHA Board of Commissioners determines that the Hearing Officer's decision violates the requirements of the Annual Contributions Contract between LVHA and HUD.

4. The LVHA Board of Commissioners determines that the Hearing Officer's Decision conflicts, violates or contradicts HUD regulations or requirements.

The decision of the Hearing Officer or of the LVHA Board of Commissioners shall not constitute a waiver of, nor affect in any manner whatsoever, the Grievant's right to institute legal action against the LVHA in a court of competent jurisdiction regarding the subject matter of the Grievance.

## **Chapter 14**

### **RENT AND DEBT COLLECTION PROCEDURES**

#### **INTRODUCTION**

This procedure sets forth the steps to be carried out by Housing Authority of Las Vegas (HACLV) staff to accomplish the goals of the Rent Collection Policy. It is designed to be used in conjunction with other HACLV policies and procedures (which are referenced herein).

The rent collection performance of their developments shall be considered as a significant aspect of all management staff's performance appraisals. Rent collection is a key indicator of management competence. Specific rent collection goals may be made a part of the management staff's performance standards.

#### **A. COLLECTING RENT**

##### **Due Dates**

*Rent* - Rent is due and payable on the first calendar day of the month. If the first day of the month falls on a weekend or holiday, the rent shall be due and payable on the first business day following that weekend or holiday. Residents are to be kept informed of this due date through:

Posting the rent collection policy and any related notices.

Briefing in orientations for new residents.

Meetings with residents who are having difficulty paying rent on time.

Periodic notices sent directly to residents.

*Other Charges* - Any charges other than rent and late fees shall become due and payable on the first day of the second month following the date the charge was incurred by the resident and at least 14 days after the resident has been properly notified of the charge by the HACLV.

##### **Grace Period**

Rent and other charges are considered delinquent if they have not been received by the close of business on the seventh calendar day after the rental due date. If the seventh day of the month falls on a Weekend or Holiday, the rent shall be considered delinquent by the close of business on the first business day following that weekend or holiday.

##### **Late Penalties/Charges**

Late Fee - The Accounting Department shall post a charge of \$10 to the resident's account if rent is delinquent.

If the late payment is made on behalf of the resident through payroll deduction, protective payment or other vendor payment by an authorized agency, and the late payment is not the fault of the resident, the late fee shall be forgiven:

Accounts of residents whose rent is paid through payroll deductions or vendor payments shall be flagged by managers on the resident ledgers and in the residents' files.

Each time a payment of rent through payroll deduction or vendor payment is late, the manager shall:

within 2 days of the end of the grace period, determine the reason for the delay in payment;

if the delay is not the fault of the resident, prepare an adjustment slip removing the \$10 late fee;

forward the adjustment slip to the Operations Manager for review and approval.

The Operations Manager will forward the approved adjustment slip to accounting for the charge to be removed.

Upon receipt of the adjustment slip, accounting shall:

remove the \$10 charge from the resident's account; and

issue a letter informing the resident that the charge has been removed and the 14-day notice is rescinded

Returned Check Fee - A returned check fee of \$15.00 will be posted to the resident's account for returned checks. In addition, the manager will require that they pay by money order or cashier's check for the next 12 month period. If a resident pays with a bad check, the manager shall flag the resident's account and file to alert staff that they are not to accept personal checks from that resident for the appropriate period of time. If such a resident subsequently offers to pay with a personal check, the payment shall be refused and that resident shall be instructed to obtain a money order or cashier's check and return with the payment.

Court Costs and Attorney Fees - If a delinquency has to be referred to an attorney or the courts for collection or eviction, the appropriate charge, as established by the HACLV, will be posted to the resident's account.

### **Acceptable Forms and Locations for Payment of Rent and Other Charges**

Only the full amount of rent and/or charges will be accepted. No partial payments will be accepted unless they are made in accordance with a valid, up-to-date repayment agreement. Depending on the location of payment, residents may pay their rent by check, or money order. Cash payments may be made at the bank only. Third party personal checks are not acceptable for the payment of rent or charges. Rent in the proper amount and form will be accepted at the following locations:

HACLV residents may pay rent in person at the project office responsible for the management of their housing unit. They may also deposit their rent in the secure drop

box at that management office. Only checks and money orders will be accepted at the management offices or drop boxes.

All HACLV residents may pay rent at the designated banks. Residents may pay at these locations with check, money order or cash. The banks that have been designated as collection points for rent and other charges are:

Any branch of Wells Fargo Bank

Managers shall encourage residents to pay their rent at the management office for their site.

Payment in Person - If a resident is paying in person, they must present their rent payment envelope with the payment. The employee receiving the rent shall:

Determine if the proper amount is being tendered by reviewing the appropriate rent roll.

Accept the payment if it is the proper amount.

Photocopy the payment and envelope and return it to the resident.

Keep one copy of the billing and attach it to the payment.

The employee receiving the payment shall:

Determine if the proper amount is being tendered by reviewing the appropriate rent roll.

Accept the payment if it is the proper amount.

If the proper amount of rent and other charges is not tendered by the resident, the payment is to be refused and the resident informed of the proper amount to be paid.

Payment by Mail - If the resident's payment is mailed to the management office, the resident is to include a copy of the payment envelope with the payment. The cashier shall determine if the proper amount is being tendered.

Only the following HACLV personnel are specifically authorized to accept rent or charges or handle any receipts for rent and other charges:

Manager

Housing Assistance Specialist

If the proper amount of rent and/or charges is not tendered, the payment is to be refused and the following procedures are to be followed:

Prepare and attach a return slip to the payment.

Send the payment and attached slip to the manager.

The manager shall return the payment to the resident.

### **Acceptance of Delinquent Rent and Charges**

Delinquent rent and/or charges may be accepted by money order or cashier's check only until the lockout is completed by the Constable. Staff shall accept such payment, however, only if the full amount, including late fees and other penalties, are tendered.

No payment shall be accepted after LOCKOUT occurs.

Daily Deposits and Transmittal - Management staff responsible for transferring money collected to the Accounting Department shall do so on a daily basis. These funds must be accompanied by a transmittal that indicates the amount of money from the collection of rents and other charges, including security deposits, being delivered. This transmittal and money shall be accompanied by the following :

A calculator tape itemizing the amount of each collection and totaling the day's collections.

The appropriate payment envelopes, or receipts as required to identify the source, amount and applicability of each payment received and transmitted.

Resident Ledger - The Accounting Department will receive the daily collections from the management offices. Accounting will also receive statements from the designated banks indicating the identity and amount of payments received for rents and other charges.

As the daily receipts and bank-generated statements are received by the Accounting Department, the appropriate entries shall be made into the resident accounting database. Each amount received shall be credited to the appropriate resident's account. Accounting shall keep the records of resident accounts up to date, so that all managers may review resident accounts to ascertain who has and has not paid rent and/or other charges.

## **B. DELINQUENT ACCOUNTS**

Staff are to place a high priority on the collection of delinquent rents and charges. Control of delinquent accounts is to be considered an indicator of the manager's effectiveness. Managers are to maintain records of delinquent residents and of the efforts taken to collect amounts past due. Managers have the authority, within the limits established by the rent collection policy and these procedures, to determine if resident requests for modification of terms for payment are acceptable. The following steps, at a minimum, are to be taken in an effort to collect delinquent rents and other charges:

### **Written Contact and Delinquency Notices**

First Written Notice - All residents who have not paid rent and other charges in full by the end of the grace period and who have not had those amounts covered by an up-to-date repayment agreement shall be sent or delivered the appropriate delinquency notices. On the first day rents and charges are delinquent, the Property Manager shall prepare and deliver the "14-Day Demand for Rent" and/or the "30-Day Demand for Charges other Rent and Late Fees." The appropriate site management staff shall hand-deliver the appropriate notice(s) to an adult member of the household.

If hand delivery to an adult member of household is not possible, or if delivery in this manner is refused or not acknowledged, the manager shall post the notice at the unit and send it by first class mail and obtain a "Certificate of Mailing." A record of the posting and mailing shall be made by:

Placing a properly annotated copy of the posted notice in the resident's file. This annotated copy shall indicate the date and time of posting and the signature of the staff member that posted the notice, and

Placing the "Certificate of Mailing" in the resident's file.

*Subsequent Written Notices* - At the manager's discretion, a reminder letter may be sent to the resident at any time during the running of the 14-day and/or 30-day notice. All follow up notices may be mailed or hand-delivered to an adult member of the household. A record of the reminder letters shall be maintained in the Resident file. No additional written notices are to be delivered after the 14 and/or 30 day period has expired.

### **Verifying Abandoned Units**

If there is any possibility that a unit may have been abandoned, the manager shall promptly send the family a letter by certified mail (with a copy to the file) notifying the family that they must contact the project office within 10 calendar days from the date of letter or staff will enter the unit to verify possible abandonment.

Should the family fail to contact the project office within ten calendar days from the date of letter, the manager will enter the unit to determine whether it has been abandoned. A unit can be considered to be abandoned if there are no signs of recent habitation, nothing of value left in the unit, and no authorized occupant of the unit is seen entering or leaving the premises within the last two days.

If the unit appears to be abandoned, the manager shall notify the resident in accordance with State law by posting a Notice of Abandonment and sending a copy by certified mail. If the unit is not secure, it should be secured promptly by the maintenance staff .

If a unit is abandoned by a delinquent resident, the manager will make every effort to determine the total charges owed, including any repairs needed to the unit resulting from damage caused by the resident's actions or negligence. This amount shall be reported to the Accounting Department which will deduct such amounts, plus unpaid rent and charges, from the security deposit.

### **Documenting the File**

Each attempt to contact the resident about the delinquency will be noted in the resident's file indicating the date of the attempted contact, the method of attempted contact, the person attempting the contact and the outcome. Any items sent by certified mail and returned unclaimed will be held in the file unopened so that it may be opened by the Court.

### **Duration of Rent Collection Efforts**

Rent collection efforts is a month-long task. Attempts to reach all delinquent residents by telephone and home visits will be continued until the full amount due has been paid or until the 14-day delinquency remedy period has expired, whichever comes first. The manager should consider using proactive measures at other times of the month to ensure that habitually late residents begin to pay their rent on time. Managers should also consider referring such families to financial counseling or other assistance through Resident Services.

## **C. REPAYMENT AGREEMENTS**

Repayment agreements may be used to modify the terms (periodic amount and timing) of delinquent amounts owed. The circumstances under which repayment agreements are acceptable are under the discretion of the manager as long as the family meets the basic eligibility requirements for a repayment agreement. Managers are cautioned against the indiscriminate use of these agreements as they can become an obstacle to timely collections.

### **Purpose of Repayment Agreement**

A repayment agreement sets up an legally binding agreement between a delinquent resident and the HACLV under which the resident agrees to pay current rent and charges plus a fair amount each month toward delinquent rent or charges until the delinquency is repaid in full.

The HACLV , for its part, agrees not to terminate the lease of the delinquent resident for nonpayment unless the terms of the repayment agreement are broken by the resident.

**Eligibility to Enter into a Repayment Agreement**

A resident is eligible to execute a repayment agreement when all of the following conditions are met:

No other repayment agreement is in force;

The resident has not been delinquent two times within the preceding 12-month period;

The repayment agreement is requested within the 14-day (for rent) or 30-day (for other charges) delinquency remedy period which is concurrent with the running of the 14-day or 30-day notice (this requirement may be waived if the resident can prove that he/she was physically incapable of requesting this agreement during this period of time through no fault of his/her own);

The resident is not under any actual or pending eviction proceeding;

There are no carryover balances from the previous month, and

The reason for the request for the repayment agreement is valid and is fully substantiated and documented.

Generally, these agreements should be restricted to clear cases of the following hardships:

Death of an immediate family member.

Serious illness that requires the hospitalization of a member of resident's household.

Lost or stolen paycheck.

Unexpected HACLV charge that exceeds the resident's ability to pay in one sum.

The manager shall document and obtain third party verification of the hardship claimed by the resident. The manager shall also document the reason for granting each request for a repayment agreement.

**Terms of Repayment Contracts**

The maximum duration of any repayment agreement that a manager may approve shall be 12 months, inclusive of the month in which the down payment is made. The terms of all HACLV repayment contracts shall be as follows:

<u>Balance Due</u>	<u>Payment Due</u>
\$26 - \$100	\$25 down and \$25 per month
\$101 - \$500	25% down and balance within 11 months with minimum payment of \$35/month
\$501 - \$1000	25% down and balance within 11 months with minimum payment of \$50/month

\$1001+

25% down and balance within 11 months with minimum payment of \$75/month

When the down payment required exceeds \$125, the manager may approve arrangements resulting in the payment of the portion that exceeds \$125 in equal installments over a 2 month period.

### **Negotiating a Repayment Agreement**

Once the manager has determined that the resident is eligible, the parties will meet to address the terms of the agreement. The primary topics for the negotiation are the down payment, the amount of the subsequent monthly payments and the term/duration of the agreement. The negotiation shall be carried out in a professional and non-threatening manner.

Managers should attempt to shorten the duration of the agreement by seeking the largest down payment and subsequent monthly payments that the resident can afford. Under no circumstances may the manager agree to a term that is in excess of 12 months or which requires a down payment of less than what is specified by HACLV policy. The manager shall take into consideration factors of affordability when negotiating the terms of the repayment agreement.

The manager will also inform the resident that failure to abide by the terms of the agreement will be grounds for eviction for non-payment.

### **Executing the Repayment Agreement**

Once the terms of the agreement have been settled, the manager will fill out the Repayment Agreement form. The form will then be explained to the resident and both parties will sign it in the appropriate places. Two copies of the executed agreement will be made and given to the resident. The manager will place the original of the agreement in the resident's file. The manager will transmit a copy of the executed agreement to the Operations Manager within 24 hours. The resident must pay the down payment at the management office at the time the Repayment Agreement is signed.

## **D. COLLECTION OF VACATED ACCOUNTS**

### **Maintaining Information on Resident**

The manager should endeavor to maintain adequate data on the resident to permit skip tracing should the resident move out without notice or with a balance owing. A contact list for each resident should be developed which includes information such as names, addresses and phone number of:

Relatives not living with the resident

Current and former employers

Current and former associates

This contact list should be regularly updated at the time of annual certification.

### **Establishing Amount of Vacated Accounts Receivable**

When a resident vacates a unit, the manager will determine any amounts remaining due and payable to the HACLV. The manager shall take the appropriate actions to have this amount deducted from the security deposit. If such amount exceeds the security deposit, a vacated resident account receivable is deemed to exist.

### **Contact with Vacated Resident**

Within 30 days of the determination of the amount of the vacated account receivable, the Accounting Department shall prepare and send a letter, by certified mail, to the last known address of the vacated resident. The letter should state the amount of money owed and the date and manner by which it is to be paid. The vacated resident should be instructed to contact the manager immediately to discuss plans for payment. The vacated resident shall be given no more than 10 days to repay the amount specified in the letter. In addition, the Accounting Department shall prepare a notice to the local Credit Bureau informing it of the identity of the vacated resident and the amount owed.

### **Use of Outside Collection Sources**

If after thirty (30) days the Accounting Department's attempts to collect from the vacated resident have been unsuccessful, the account may be turned over to the Collection Agency designated by the HACLV to collect vacated accounts.

### **Write-Offs of Uncollected Vacated Accounts**

After the above collection efforts have been taken to collect vacated accounts have been taken, they shall be written off in accordance with the HACLV's Write-Off Policy.

## **E. EVICTIONS FOR NON-PAYMENT**

### **Applicability**

All residents that have not paid their rents/charges in full by the expiration of the 14-day and/or 30-day notice shall be processed for eviction. The only exceptions are those residents that have valid, up-to-date repayment agreements in force.

### **Preparation of Documents**

On the day after the expiration of the applicable 14-day or 30-day notice period, the manager shall review the accounts of all delinquent residents. The files of those residents that have not paid in full shall be pulled and the manager shall prepare the following documentation for the eviction of each delinquent resident:

- Affidavit of Summary Complaint (1 copy)
- Complaint for Summary Eviction (2 copies)
- Notice to the Constable (1 copy)
- Copies of notices to the delinquent resident
- Verification of method of service of the notices, e.g. certificates of mailing/posting/personal service

These documents shall be sent to the Operations Manager not later than one (1) day after the expiration of the 14- or 30-day notice.

### **Filing the Eviction Papers**

The Operations Manager will prepare the check in accordance with the request and forward it to the manager. The same day the check and eviction file are received from the Operations Manager, the manager shall file the eviction with the court.

If there is no challenge to the eviction action, the Constable can be expected to post the lockout notice within twenty-four (24) to seventy-two (72) hours. The manager must monitor the actions of the Constable in order to keep track of the date on which the lock-out can take place.

### **Executing the Eviction**

At the expiration of the lock-out notice, the manager shall:

Schedule and coordinate lock-out with maintenance to change locks.

Perform a lock-out inventory on the resident's possessions and place the completed inventory into the resident's file.

Schedule maintenance to remove the resident's possessions and place them in temporary storage. Have the unit secured by changing the locks and boarding up the windows.

### **Lockout**

The former resident has 30 days from the date of the eviction lockout to claim their possessions. In order to claim the possessions, the former resident must contact the management office to schedule a date and time to claim their possessions prior to the expiration of 30 days.

Any items left in storage longer than 30 days shall be disposed of and no longer available to be claimed. An extension to claim stored items must be requested in writing and approved prior to the expiration of 30 days.

## **F. RENT COLLECTION MONITORING**

### **Form HUD-52295**

Each month, the HACLV will complete the HUD 52295 form for each project. Managers are encouraged to track the progress of their rent collection efforts by reviewing these forms when they are received.

**Chapter 15**  
**COMMUNITY SERVICE**

[24 CFR 960.603-960.611]

**A. REQUIREMENT**

Each adult resident of the HACLV shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month.

**B. EXEMPTIONS**

The HACLV shall provide an exemption from the community service requirement for any individual who:

Is a family that is currently participating and is in compliance with the Public Housing Family Self-Sufficiency Program.

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216[i][1] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity as defined in section 407[d] of the Social Security Act;

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 public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance 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 public housing agency 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 program.

The HACLV will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

The HACLV will permit residents to change exemption status during the year if status changes.

### **C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM**

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by one of the following:

Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan;

Participating in an educational or vocational training program designed to lead to employment, at least 30 hours per week;

Activities administered through Help of Southern Nevada (HELP).

### **D. ANNUAL DETERMINATIONS**

Requirement – For each public housing resident subject to the requirement of community service, the HACLV shall, 90 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

### **E. NONCOMPLIANCE**

If the HACLV determines that a resident subject to the community service requirement has not complied with the requirement, the HACLV shall notify the resident of such noncompliance, and that:

The determination of noncompliance is subject to the administrative grievance procedure

under the HACLV's Grievance Procedures; and

Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and

The HACLV may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the HACLV enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

### **Ineligibility for Occupancy for Noncompliance**

The HACLV shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

### **F. HACLV RESPONSIBILITY**

The HACLV will ensure that all community service programs are accessible for persons with disabilities.

The HACLV will ensure that:

The conditions under which the work is to be performed are not hazardous;

The work is not labor that would be performed by the HACLV's employees responsible for essential maintenance and property services; or

The work is not otherwise unacceptable.

### **G. HACLV IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT**

All residents that appear to qualify for community service will be provided written notification and information regarding documentation, reporting requirements and examples.

### **H. ELIGIBLE COMMUNITY SERVICE REQUIREMENTS**

All community service performed will be verified by acceptable third part verification and may include:

Community Service with a Certified Resident Council, on site resident Service contractor.

Volunteering in community activities, such as clean up, graffiti removal, painting,

neighborhood reduction of criminal activity such as resident patrol and neighborhood watch programs.

Community service with faith based organizations

Any other community service organization that is pre approved by HACLV

Public educational facility.

## **GLOSSARY**

### **I. TERMS USED IN DETERMINING RENT**

#### **ANNUAL INCOME (24 CFR 5.609)**

Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12-month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services.

The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

When the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

*NOTE: Treatment of lump sum payments for delayed or deferred periodic payment of social security or SSI benefits is dealt with later in this section.*

Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.

All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b)(6) contains rules applicable to "as-paid" States).

Periodic and determinable allowances, such as alimony and child care support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

#### **EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)**

Annual income does not include the following:

Income from the employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal property losses;

Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.

Income of a live-in aide, provided the person meets the definition of a live-in aide.

The full amount of student financial assistance paid directly to the student or the educational institution.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers for the duration of the training.

Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS).

Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.

Amount received as a Resident services stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may

include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.

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 family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

Temporary, non-recurring, or sporadic income (including gifts).

Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)

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

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

The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

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.

Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.

The following benefits are excluded by other Federal Statute as of August 3, 1933:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

- The Retired Senior Volunteer Program (RSVP)
- Foster Grandparent Program (FGP)
- Senior Companion Program (SCP)
- Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

- VISTA
- Peace Corps
- Service Learning Program
- Special Volunteer Programs

Small Business Administration Programs such as:

- National Volunteer Program to Assist Small Businesses
- Service Corps of Retired Executives

Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]

Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]

Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]

Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b))

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).

The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.

Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)

Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32 )(j).

Living allowances under Americorps Program (Nelson Diaz Memo to George Latimer 11/15/94)

## **ADJUSTED INCOME**

Annual income, less allowable HUD deductions.

*Note: PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.*

All Families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Child care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

Dependent Deduction. An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

Disability Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit use by the handicapped or disabled family member.

For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For Elderly and Disabled Families Only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses,

hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.

Elderly/Disabled Household Exemption: An exemption of \$400 per household.

## **II. GLOSSARY OF HOUSING TERMS**

**ACCESSIBLE DWELLING UNITS.** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

**ACCESSIBLE FACILITY.** All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

**ACCESSIBLE ROUTE.** For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

**ADAPTABILITY.** Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

**ADMISSION.** Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

**ALLOCATION PLAN.** The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

**APPLICANT** (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

**"AS-PAID" STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS.** (See Net Family Assets.)

**AUXILIARY AIDS.** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

**CEILING RENT.** An amount that reflects the reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. The family pays the lower of the ceiling rent or the formula tenant rent.

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

**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 older.

**DESIGNATED FAMILY.** The category of family for whom the PHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

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

**DISABLED PERSON.** A person who is any of the following:

A person who has a disability as defined in section 223 of the Social Security Act. (42 USC 423).

A person who has a physical, mental, or emotional impairment that:

Is expected to be of long-continued and indefinite duration;

Substantially impedes his or her ability to live independently; and

Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

**DISABLED FAMILY.** A family 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.

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

**DOMICILE.** The legal residence of the household head or spouse as determined in accordance with State and local law.

**DRUG-RELATED CRIMINAL ACTIVITY.** Term means:

Drug-trafficking; or

Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**ELDERLY FAMILY.** A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well being.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBLE FAMILY (Family).** A family is defined by the PHA in the Admission and Continued Occupancy Plan.

**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.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY.** A family whose income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**FAMILY.** The applicant must qualify as a family as defined by the PHA.

**FAMILY OF VETERAN OR SERVICEPERSON.** A family is a "family of veteran or serviceperson" when:

The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless 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 SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by an PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis.

**HANDICAPPED ASSISTANCE EXPENSES.** See Disability assistance expense.

**HANDICAPPED PERSON.** See Disabled person

**HEAD OF HOUSEHOLD.** The person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PLAN.**

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.

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 Section 8 programs.

**HUD.** The Department of Housing and Urban Development or its designee.

**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.

**HURRA.** The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate times the total cash value of assets, when assets exceed \$5,000.

**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME FOR ELIGIBILITY.** Annual Income.

**INCOME TARGETING.** The HUD admissions requirement that HAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

**INDIAN.** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

**INDIAN HOUSING AUTHORITY (IHA).** A housing agency established either:

By exercise of the power of self-government of an Indian Tribe, independent of State law, or

By operation of State law providing specifically for housing authorities for Indians.

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

**INVOLUNTARILY DISPLACED PERSON.** Former federal preference. Can be used as a local preference.

**LANDLORD.** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

**LEASE.** A written agreement between an owner and an eligible family for the leasing of a housing unit.

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who:

Is determined to be essential to the care and well-being of the person.

Is not obligated for the support of the person.

Would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the PHA to select among applicant families without regard to their date and time of application.

**LOW-INCOME FAMILY.** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

**MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/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 anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

**MINIMUM RENT.** An amount established by the PHA between zero and \$50.00.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances.

**MONTHLY INCOME.** 1/12 of the Annual Income before allowances.

**NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

**NET FAMILY ASSETS.** The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

**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.

**PARTICIPANT.** A family that has been admitted to the PHA program, and is currently assisted in the program.

Chapter 10 **PREMISES.** The building or complex in which the dwelling unit is located including common areas and grounds.

**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).** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

**QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998.** The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RESPONSIBLE ENTITY.** For the public housing, 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.

**SECURITY DEPOSIT.** A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

**SERVICEPERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**SINGLE PERSON.** A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a tenant family.

**SPOUSE.** The marriage partner 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.

**TENANT.** (Synonymous with resident) The person or persons who executes the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to the PHA.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**UNIT/HOUSING UNIT.** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

**UTILITIES.** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

**UTILITY REIMBURSEMENT PAYMENT.** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VERY 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 Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

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

**WAITING LIST.** A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

**WELFARE ASSISTANCE.** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments.

### **III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE**

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

**EVIDENCE.** Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

**HA.** A housing authority- either a public housing agency or an Indian housing authority or both.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

**INS.** The U.S. Immigration and Naturalization Service.

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NONCITIZEN.** A person who is neither a citizen nor nation of the United States.

**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.

**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.

## **PROGRAM INTEGRITY ADDENDUM**

### **INTRODUCTION**

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits that exceed their legal entitlement. The HACLV is committed to assure that the proper level of benefits is paid to all tenants, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The HACLV will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the HACLV's policies for the prevention, detection and investigation of program abuse and tenant fraud.

### **A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

Under no circumstances will the HACLV undertake an inquiry or an audit of a tenant family arbitrarily. The HACLV's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The HACLV staff will make

every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the HACLV has a responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance and, when indicators of possible abuse come to the HACLV's attention, to investigate such claims.

The HACLV will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. The HACLV will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a tenant family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.

Internal File Review. A follow-up will be made if HACLV staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the HACLV's knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation. A follow-up will be made if the HACLV receives independent verification or documentation which conflicts with representations in the tenant file (such as public record information or credit bureau reports, reports from other agencies).

## **B. STEPS THE HACLV WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the HACLV's expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by the Site Manager for all prospective tenants either prior to or upon execution of the lease. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. The HACLV will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

Tenant Certification. All family representatives will be required to sign a "Tenant Certification" form, as contained in HUD's Tenant Integrity Program Manual.

### **C. STEPS THE HACLV WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The HACLV Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, each tenant file will be reviewed. Such reviews shall include, but are not limited to:

Changes in reported Social Security Numbers or dates of birth.

Authenticity of file Documents.

Ratio between reported income and expenditures.

Review of signatures for consistency with previously signed file documents.

Observation. The HACLV Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins may be reviewed by Management and Staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

At the time of final eligibility determination

When an allegation is received by the HACLV wherein unreported income sources are disclosed.

When a tenant's expenditures exceed his/her reported income, and no plausible explanation is given.

### **D. THE HACLV's HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

The HACLV staff will encourage all tenant families to report suspected abuse to the property manager or Operations Manager. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The property manager or Operations Manager will not follow up on allegations which are vague or otherwise non-specific. The will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

If the subject of the allegation is a tenant of the HACLV and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the HACLV is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the property manager will initiate an investigation to determine if the allegation is true or false.

#### **E. HOW THE HACLV WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If the HACLV determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the HACLV will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the HACLV's review.

Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, the HACLV will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. The HACLV will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate HACLV office. A high standard of courtesy and professionalism will be maintained by the HACLV Staff Person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

#### **F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE HACLV**

Documents and other evidence obtained by the HACLV during the course of an investigation will be considered "work product" and will either be kept in the tenant file, or in a separate "work file." In either case, the tenant file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among HACLV Staff unless they are involved in the process, or have information which may assist in the investigation.

#### **G. CONCLUSION OF THE HACLV'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

## **H. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the HACLTV will review the facts to determine:

- The type of violation (procedural, non-compliance, fraud)
- Whether the violation was intentional or unintentional
- What amount of money (if any) is owed by the tenant
- Is the family eligible for continued occupancy

## **I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED**

Once a program violation has been documented, the HACLTV will propose the most appropriate remedy based upon the type and severity of the violation.

### **Procedural Non-compliance**

This category applies when the tenant "fails to" observe a procedure or requirement of the HACLTV, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment.
- Failure to return verification in time period specified by the HACLTV.

Warning Notice to the Family. In such cases a notice will be sent to the family which contains the following:

- A description of the non-compliance and the procedure, policy or obligation which was violated.
- The date by which the violation must be corrected, or the procedure complied with.
- The action which will be taken by the HACLTV if the procedure or obligation is not complied with by the date specified by the HACLTV.
- The consequences of repeated or similar violations.

### **Procedural Non-compliance - Retroactive Rent**

When the tenant owes money to the HACLTV for failure to report changes in income or assets, the HACLTV will issue a Notification of Underpaid Rent. This notice will contain the following:

- A description of the violation and the date(s).
- Any amounts owed to the HACLTV.
- A 3 calendar day response period.
- The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Tenant Fails to Comply with HACLTV's Notice. If the Tenant fails to comply with the HACLTV's notice, and a material provision of the lease has been violated, the HACLTV will initiate termination of tenancy.

Tenant Complies with HACLTV's Notice. When a tenant complies with the HACLTV's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated. The staff person will complete a Tenant Counseling Report, give one copy to the family and retain a copy in the tenant file.

### **Intentional Misrepresentations**

When a tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the tenant, the HACLV will evaluate whether or not:

- the tenant had knowledge that his/her actions were wrong, and
- that the tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certification, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrong-doing.

The tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the tenant of the misrepresentation.
- The act was done repeatedly.
- A false name or social security number was used.
- There were admissions to others of the illegal action or omission.
- The tenant omitted material facts which were known to them (e.g., employment of self or other household member).
- The tenant falsified, forged or altered documents.
- The tenant uttered and certified to statements at a rent (re)determination which were later independently verified to be false.

### **The Tenant Conference for Serious Violations and Misrepresentations**

When the HACLV has established that material misrepresentation(s) have occurred, a tenant conference will be scheduled with the family representative and the HACLV staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed adverse action by the HACLV. The purpose of such conference is to review the information and evidence obtained by the HACLV with the tenant, and to provide the tenant an opportunity to explain any document findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by the HACLV. The tenant will be given 3 calendar days to furnish any mitigating evidence.

A secondary purpose of the tenant conference is to assist the HACLV in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the HACLV will consider:

- The duration of the violation and number of false statements.
- The tenant's ability to understand the rules.
- The tenant's willingness to cooperate, and to accept responsibility for his/her actions
- The amount of money involved.
- The tenant's past history
- Whether or not criminal intent has been established.
- The number of false statements.

If the tenant provides evidence that the tenant's original submissions and information were correct, the record will be documented and the investigation will be closed.

### **Dispositions of Cases Involving Misrepresentations**

In all cases of misrepresentations involving efforts to recover monies owed, the HACLV may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution: If the HACLV has established criminal intent, and the case meets the criteria for prosecution, the HACLV may:

Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.

Refer the case to HUD's RIGI, and terminate rental assistance.

Administrative Remedies: The HACLV may:

Terminate tenancy and demand payment of restitution in full.

Terminate tenancy and execute an administrative repayment agreement in accordance with the HACLV's repayment policy.

Terminate tenancy and pursue restitution through civil litigation.

Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with the HACLV's repayment policy.

In cases of tenant error, termination of tenancy will be pursued only if the tenant refuses to make the new monthly rent payments or if the tenant refuses to repay the overpaid subsidy either by paying the entire amount or by entering into a repayment agreement with the HACLV.

#### Timing of Action(s) Taken by HACLV

Before any adverse action is taken, the HACLV will provide an opportunity for the tenant to review the facts of the case and supporting documentation, and to respond, consistent with the terms of the grievance procedures in this plan. Adverse action is defined as termination of tenancy, notice to vacate, implementation of increased tenant rent, filing of civil action, entering into a repayment agreement with the tenant.

Procedures to terminate tenancy will not begin until all applicable provisions of the grievance procedures (including timeframes) have been exhausted.

The Manager must correct tenant rent payments, execute a repayment agreement with the tenant, and if necessary, file a civil action to establish the agency's right to repayment upon issuance of the Hearing Officer's final decision, or if the tenant has waived his/her right to a hearing.

1 **Housing Authority of the City of Las Vegas, Nevada**

2  
3 **DWELLING LEASE** Project Name \_\_\_\_\_

4 Project No. \_\_\_\_\_ Name Of Tenant(s) \_\_\_\_\_ Client No. \_\_\_\_\_

5 No. \_\_\_\_\_ Bedroom Size \_\_\_\_\_ Address \_\_\_\_\_

6 Las Vegas, NV. 89 \_\_\_\_\_

7 THE HOUSING AUTHORITY OF THE CITY OF LAS VEGAS, NEVADA, hereinafter  
8 referred to as "THE AUTHORITY" does hereby lease to

9 \_\_\_\_\_ (Tenant)

10 the above dwelling unit described under the terms and conditions stated herein:

11  
12 **1. TERMS OF LEASE, AUTOMATIC RENEWAL AND RENTAL PROVISION:**

13 (a) The initial term of this lease shall begin on \_\_\_\_\_ and end at  
14 midnight on the last day of the same calendar month. The rent for this initial period is \$ \_\_\_\_\_  
15 payable in advance on the first day of occupancy.

16 (b) The lease shall have a 12-month term. Renewals of the lease will be for 12-month term.  
17 The lease will not be renewed if the family has violated the requirement for resident performance  
18 of community service participation in an economic self-sufficiency program.

19 (c) The monthly rental due under this Lease is \$ \_\_\_\_\_ and is due and payable in  
20 advance on the first day of each month. The monthly rental will remain in effect unless adjusted  
21 in accordance with the provisions of Paragraph 9 of this lease.

22 (d) A fee for late payment of rent in the amount of \$10.00 shall be payable for rent due and  
23 unpaid by the seventh (7th) day of the month. In addition to the foregoing late fee, the Tenant  
24 agrees to pay a charge of \$15.00 **or amount charged by HACLV's bank, whichever is higher**  
25 each check returned to the Authority or the bank collection fee for non-sufficient funds.

26 (e) In the event this Lease is terminated by the Tenant as provided in Paragraph 18 (a), any  
27 rental refund due Tenant shall be prorated daily after the date of the expiration of the fifteen (15)  
28 day notice period. In the event Tenant vacates the premises without notice, Tenant shall be  
29 charged rent on a prorated daily basis until the Authority learns of the vacancy. The tenant will  
30 also be responsible for damages and other charges incurred.

31 (f) It is expressly understood and agreed that ~~in the event~~ **if** the Tenant is transferring from  
32 any Public Housing Authority-operated, or HUD assisted dwelling unit, payment of any unpaid  
33 rent, damages, or charges due under the previous Lease shall be paid prior to the execution of a  
34 new lease.

35  
36  
37  
38  
39 **2. MEMBERS OF HOUSEHOLD:** Occupancy due under this Lease is limited to the

40 following members of Tenant's household:

41	<u>NAME</u>	<u>Relationship</u>	<u>Soc. Sec #</u>	<u>D.O.B.</u>
42	_____	HEAD	_____	_____
43	_____	_____	_____	_____
44	_____	_____	_____	_____
45	_____	_____	_____	_____
46	_____	_____	_____	_____
47	_____	_____	_____	_____
48	_____	_____	_____	_____
49	_____	_____	_____	_____

50  
51 The persons listed above are considered the sole residents of the leased premises. **HACLV shall**  
52 **add to the lease any children added to the family by birth, adoption or court-awarded custody.**  
53 **Any other additions to the household requires the advance written approval of**  
54 **HACLV.** ~~Additional persons are not permitted to reside in the leased premises, without the~~  
55 ~~express written approval of the LVHA.~~ All adult persons, eighteen years of age or older, listed  
56 above, acknowledge, agree and understand that they must abide by the provisions of this lease  
57 and that failure to abide by the provisions of this lease may result in termination of this lease  
58 with the entire household.

59  
60 The adult persons, eighteen years of age or older, listed above, further acknowledge, agree and  
61 understand that if any guest ~~or~~ minor child, **or other person** under their control, violates the  
62 provisions of this lease agreement, this lease agreement may be terminated.

63  
64 ***"One Strike and You're Out Policy"***  
65

66 **3. CRIMINAL ACTIVITY:**

67 The head of household and all adult household members listed in paragraph 2 above, do hereby  
68 agree, acknowledge and understand that LVHA may terminate this lease agreement, if the head  
69 of household, household member, **guest** or other person under their control (~~i.e. guest or minor~~  
70 ~~child~~) is found to have:

- 71 • a prior or current conviction for a sexual criminal offense that is subject to the Nevada
- 72 Sex Offender Registration Program; or
- 73 • a prior or current conviction for the manufacture or production of methamphetamine; **in**
- 74 **Federally-assisted housing** or
- 75 • any non-drug related felony conviction during the residency period.

76 Residents who are evicted pursuant to this lease provision, to wit paragraph 3, due to a  
77 conviction for a sexual criminal offense and/or due to a conviction for the manufacture or  
78 production of methamphetamine **in Federally-assisted housing;** shall be permanently barred  
79 from re-admission to public housing. Residents who are evicted pursuant to this lease provision,  
80 to with paragraph 3, for a non drug-related felony conviction shall be barred from re-admission  
81 to LVHA Public Housing in accordance with the LVHA Admissions and Occupancy Policy in  
82 effect on the date the application for re-admission is submitted.

83 **a. DRUG-RELATED CRIMINAL ACTIVITY**

84 Drug-related criminal activity by residents, household members, **guests, and other persons**  
85 **under the Resident's control** ~~and/or guests~~ is expressly prohibited and shall be cause for  
86 termination of this lease. The LVHA has adopted and will implement the Federal "One  
87 Strike You're Out" mandate against all residents who are found to violate this lease  
88 provision.

89 For purposes of this section, drug-related criminal activity means the illegal use,  
90 manufacture, sale, possession or distribution of controlled substance in violation of State  
91 and/or Federal law. Termination of tenancy for drug-related criminal activity may occur  
92 regardless of whether or not the resident, household member, guest **or other persons under**  
93 **the Resident's control** is arrested and/or convicted. Similarly, LVHA may terminate the  
94 tenancy of residents and/or household members found to have engaged in drug-related  
95 criminal activity on or off the Public Housing premises.

96 Residents who are evicted pursuant to this lease provision, to wit paragraph 3(a), shall be  
97 barred from re-admission to Public Housing for a period of three (3) years, commencing on  
98 the date the eviction became final, unless said residents provide documentary evidence of  
99 successful completion of a State Certified Drug Rehabilitation Program.

100 **b. VIOLENT OR DISRUPTIVE CRIMINAL ACTIVITY**

101 Violent or disruptive criminal activity, by residents, household members, guests **and other**  
102 **persons under the Resident's control** is expressly prohibited by LVHA.

103 For purposes of this section, violent criminal activity means any conduct that threatens the  
104 safety and welfare of the public housing community and/or that result in bodily harm to any  
105 person on LVHA property, including but not limited to household members, neighbors,  
106 visitors and/or LVHA employees.

107 Disruptive criminal activity means any conduct that threatens the peaceful enjoyment of the  
108 Public Housing Community, by its residents, visitors or neighbors residing in the immediate  
109 vicinity.

110 Termination of tenancy for violent and/or disruptive criminal activity may occur regardless  
111 of whether or not the resident, household member or guest is arrested and/or convicted.

112 Residents and/or household members who are evicted pursuant to this lease provision, to wit  
113 paragraph 3(b) of this lease agreement, shall be bared from re-admission to LVHA Public  
114 Housing in accordance with the LVHA Admissions and Occupancy Policy in effect on the  
115 date the application for re-admission is submitted.

116 **c. FUGITIVE STATUS:**

117 The LVHA shall terminate the tenancy of any resident or household member that has found  
118 to be a fugitive. For purposes of this Section, to wit paragraph 3c a fugitive is a person who  
119 is fleeing to avoid prosecution and/or incarceration for a felony crime or is fleeing to avoid  
120 prosecution or incarceration for violating a condition of probation or parole, imposed by

121 State or Federal law.

122 **4. FRAUDULENT INFORMATION**

123 LVHA shall terminate this lease agreement if it determines that the head of household and/or  
124 household member(s) has/have submitted fraudulent information to secure or otherwise  
125 remain in Public Housing. This information may include, but not necessarily be limited to:

- 126 • False information regarding income or the lack thereof;
- 127 • False information regarding qualifying for admissions preferences;
- 128 • False information regarding qualifying for deductions from income used in determining  
129 rent;
- 130 • False information regarding the criminal history of household members including the  
131 head of household;
- 132 • False information regarding the household composition, custody or guardianship of  
133 minor children; or
- 134 • False information regarding social security numbers.

135 **DELIBERATELY CAUSED FIRES**

136 LVHA shall terminate this lease agreement if it determines that the head of household and/or  
137 his/her household members or guest has/have deliberately caused a fire that resulted in  
138 damage to the Public Housing Community or any portion thereof.

139 Additionally, in the event of deliberately caused fires by the head of household and/or  
140 household members or guests, LVHA shall assess the cost of repair to the tenant and shall  
141 utilize all legal remedies to recover the same.

142 \_\_\_\_\_

143 Signature

144

145 **5. SERVICE AND EQUIPMENT FURNISHED BY THE AUTHORITY:** The following  
146 checked services and equipment shall be furnished by the Authority, and are included in the  
147 monthly contract rent: \_\_\_\_\_ Gas  X  Electricity  X  Water  X

148 Garbage Collect  X  Sewer Service  X  Fire Extinguisher  X  Smoke Detect  X

149 Gas Range \_\_\_\_\_ Electric Range  X  Refrigerator  X

150 Other (specify) \_\_\_\_\_

151 Any charges for appliances and equipment will require an addendum to this Lease to be executed  
152 by the Tenant and the Authority.

153 **6. UTILITIES:**

154 (a) Gas and electricity used by the Tenant, except Harry C. Levy Gardens (NV2-8), and  
155 James H. Down Towers (NV. 2-12), will be billed directly by the Utility supplier and the Tenant  
156 will make payments directly to the Utility supplier.

157 (b) The Authority will not be responsible for failure to furnish utilities by reason of any  
158 cause beyond its control.

159 (c) In the event that is determined that tenant has excessive consumption of services  
160 furnished to tenant, tenant shall pay the charges above and beyond normal consumption.  
161 Excessive utility usage will be determined if the individually checked metered utility  
162 monthly bill exceeds the approved utility allowance for the unit size by 30%. In the case  
163 of water bills, usage will be based on the average unit size consumption.

164 **7. MAINTENANCE AND REPAIR CHARGES:** Tenant shall pay reasonable charges for  
165 maintenance and repair beyond normal wear and tear, and for cleaning and pest control rendered  
166 necessary by the acts or failure to act by Tenant, in accordance with the Schedule of Charges for  
167 Services and Repairs posted in the Authority's offices and incorporated herein by reference.  
168 Tenant will be charged in the event the unit is not prepared for pest control in a manner specified  
169 by the Authority when requested by the Authority. Charges billed to the Tenant shall specify the  
170 items damaged, corrective action taken and cost thereof. Charges assessed Tenant by the  
171 Authority for maintenance and repairs shall become due and payable the first day of the second  
172 month following the month in which the charges are incurred, except at termination of lease  
173 when all charges are considered due and payable. All charges provided for in this paragraph  
174 shall be computed on the basis of labor and material expended.

175 **8. SECURITY DEPOSIT:** Upon the execution of this Lease, the Tenant agrees to make a  
176 security deposit in the amount of \$ 100.00 . The security deposit may be used by the  
177 Authority at the termination of this Lease toward the cost of repairing any intentional or  
178 negligent damages to the dwelling unit and cleaning of the premises caused by the Tenant,  
179 members of the household or guests, and any rent or other charges owed to the Authority by  
180 the Tenant. The Authority agrees to return the security deposit within thirty (30) days after  
181 the Tenant has notified the Authority that the unit is vacated and returns the keys to said  
182 dwelling unit to the Housing Manager, less any deductions for any of the costs indicated  
183 above. If such deductions are made, Management will give Tenant a written statement of  
184 any such costs for damages and /or other charges deducted from the security deposit. The  
185 security deposit may not be used to pay rent or other charges while Tenant occupies the  
186 dwelling unit. Security deposit may be used in whole or in part through 15 day notice period  
187 towards unpaid tenant rent when tenant vacates without giving written notice in accordance  
188 with Section 1(e).

189 **9. FAMILY INCOME AND COMPOSITION: REGULAR AND INTERIM**  
190 **REEXAMINATIONS.**

191 (a) For families who pay an income-based rent, the LVHA will conduct a reexamination  
192 of family income and composition at least annually and will make appropriate  
193 adjustments in the rent after consultation with the family and upon verification of the  
194 information.

195 (b) For families who choose flat rents, the LVHA will reexamination of family  
196 composition at least annually, and must conduct a reexamination of family income at  
197 least once every three years.

198 (c) For all families who include nonexempt individuals, as defined in CFR 960.601, the  
199 LVHA will determine compliance once each twelve months with community service and  
200 self-sufficiency requirements.

201

202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240

(d) The LVHA will use the results of these reexaminations to require the family to move to an appropriate size unit.

(e) INTERIM REEXAMINATIONS. A family must report all changes in household composition, and increases in income/assets of all household members to the LVHA in writing within 10 calendar days of the occurrence. The LVHA will not process rent adjustments resulting from any increase in income until the next regularly scheduled recertification, other than when a new member joins the household or for families that qualify for the earned income disallowance under QHWRA. Residents may report a decrease in income and other changes, which would reduce the amount of the total tenant payment.

**1. RENT OPTIONS. Annual choice by family.**

(a) Once a year a family has the opportunity to choose between the two methods for determining the amount of tenant rent payable monthly by the family. The family may choose to pay as tenant rent either a flat rent or an income-based rent. Except for financial hardship cases the family may not be offered this choice more than once a year. Regardless of whether the family chooses to pay a flat rent or income based rent, the family must pay at least the minimum rent.

(b) Decreases in rent will be made effective the first of the month following the month in which the verified change occurred; or (ii) Increases in rent will be made effective the first of the month following the 30-day notice of rent increase. Tenant's failure to report the required changes set forth in this Subparagraph (b) will result in a retroactive rent charge, as appropriate.

(c). Notwithstanding any of the above, a retroactive rent increase may be charged and become immediately due and payable if information given by Tenant in compliance with Subparagraph (a) and (b) of this paragraph is intentionally misrepresented or withheld. A retroactive rent increase may be charged and become due and payable in the event the reexamination or interim process is delayed because the Tenant does not respond in a timely manner or fails to complete the process including but not limited to signing required forms.

(d) In the event of any rent adjustments pursuant to this Paragraph, the Authority will mail or deliver a *Notice of Lease Change/ Rent Adjustment* to the Tenant in accordance with Paragraph #17.

(e) Tenant agrees to move to a unit of appropriate size if the Authority determines in accordance with Occupancy Policy that the size of Tenant's present unit is no longer appropriate to the Tenant's needs. If Tenant resides in a handicap-accessible unit but does not require the use of the handicap-accessible features, Tenant agrees to move to an appropriate standard unit should those accessible features be needed by another qualified

241 family. Tenant will be required to move within 30 days upon notification by the  
242 Authority pursuant to Paragraph 17 that an appropriate size vacant unit is available  
243 (f) If the Authority determines at the time of regular reexamination that the Tenant no  
244 longer qualifies as a family of low income, no action will be taken to terminate the Lease  
245 or commence eviction proceedings on the basis of the income of Tenant unless the  
246 Authority has identified for possible rental by Tenant a unit of decent, safe and sanitary  
247 housing of suitable size available for rental at a rent not exceeding 30 percent of income  
248 as defined by the Authority for the purpose of determining rent, and Notice is given  
249 according to Subparagraph 18 (e) (iii) after identification of such housing.  
250 (g) Upon re-determination of rent or notice of requirement to transfer due to change in  
251 family composition, the Authority shall notify family, they may request an explanation of  
252 the specific grounds for the change(s), and if family disagrees the family has a right to  
253 request a grievance hearing.

254 **11. TENANT'S RIGHT TO USE AND OCCUPANCY:** Tenant shall have the right to the  
255 exclusive use and occupancy of the dwelling unit described above, which in all projects, shall  
256 include accommodation of Tenant's guests or visitors up to 14 consecutive days, but not to  
257 exceed 30 calendar days in a 12 month period without approval of the Authority. Guests/Visitors  
258 mean any person in the leased unit with the consent of any household member. A longer period  
259 may be allowed if the Authority gives prior written approval. Dwelling unit must be the  
260 primary residence by the Tenant. The dwelling unit will be deemed abandoned if the tenant is  
261 away from the unit for three (3) consecutive months unless otherwise approved by the Authority.  
262 With the written consent of the Authority, Tenant may include care of foster children and live-in  
263 care for a member of Tenant's family. Further, the leased unit may be used by tenant family as a  
264 place of business for legal profit-making activity, which has received the advance written  
265 approval of the Authority.

266 **12. OBLIGATIONS OF THE AUTHORITY:** The Authority shall

- 267 (a) Maintain the premises and the project in a decent, safe and sanitary condition.(b)  
268 Comply with requirements of applicable building codes, housing codes, and regulations of  
269 the Department of Housing and Urban Development (HUD) materially affecting health and  
270 safety.  
271 (c) Make necessary repairs to the premises.  
272 (d) Keep project buildings, facilities, and common areas, not otherwise assigned to Tenant  
273 for maintenance and upkeep, in a clean and safe condition.  
274 (e) Maintain in good and safe working order and condition electrical, plumbing, sanitary,  
275 heating, ventilating, and other facilities and appliances, including elevators, supplied or  
276 required to be supplied by the Authority.  
277 (f) Provide and maintain appropriate receptacles and facilities (except containers for the  
278 exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and

279 other waste removed from the premises by Tenant in accordance with Paragraph 13,  
280 Subparagraph (g).

281 (g) Supply running water, reasonable amounts of hot water and reasonable amounts of heat at  
282 appropriate times of the year except where the building that includes the dwelling unit is not  
283 required by law to be equipped for that purpose, or where heat or hot water is generated by  
284 an installation within the exclusive control of Tenant and supplied by a direct utility  
285 connection.

286 (h) Provide tenant with written notice stating specific grounds for any proposed adverse  
287 action to be taken by the Authority.

288 **13. TENANT'S OBLIGATIONS:** Tenant shall be obligated:

289 (a) Not to assign the Lease or sublease the premises.

290 (b) Not to provide accommodations for boarders or lodgers. Visitors beyond 14 consecutive  
291 days without prior written permission of the Housing Authority will be considered a boarder  
292 or lodger.

293 (c) To use the premises solely as a private dwelling for Tenant and members of Tenant's  
294 household as identified in Paragraph 2, and not to use or permit its use for any other purpose  
295 not approved by the Authority.

296 **This provision does not exclude the care of foster children or live-in care of a member of**  
297 **Tenant's family, provided; the accommodation of such persons conforms to PHA's**  
298 **Occupancy standards, and so long as PHA has granted prior written approval for the foster**  
299 **child (ren), or live-in care aide to reside in the unit.**

300 (d) To abide by necessary and reasonable regulations including but not limited to current  
301 HOUSE RULES promulgated by the LVHA for the benefit and well-being of the Public  
302 Housing Community, said HOUSE RULES are attached hereto and incorporated herein by  
303 reference as Appendix A and are posted in the Property Management Office.

304 (e) To comply with all obligations imposed upon Tenants by applicable provisions of  
305 building and housing codes materially affecting health and safety.

306 (f) To keep the premises and such other areas as may be assigned to Tenant in a clean and  
307 safe condition consistent with the agency's objective housekeeping standards.

308 (g) To dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary  
309 and safe manner. **To refrain from, and cause members of Tenant's household or guest to**  
310 **refrain from, littering or leaving trash and debris in common areas.**

311 (h) To use only in a reasonable manner all electrical, plumbing, water, sanitary, heating,  
312 ventilation, air conditioning and other facilities and appurtenances, including elevators.

313 (i) To refrain from, and to cause Tenant's household and Tenant's guests to refrain from  
314 destroying, defacing, damaging, or removing any part of the premises or project.

315 (j) To pay reasonable charges (other than for ordinary wear and tear) for the repair of  
316 damages to the premises, project buildings, facilities or common areas caused by Tenant,

317 Tenant's household or guests. **Tenant will be responsible for cost of any repair for any utility**  
318 **meter tampered with or damaged and for which Tenant received or is receiving the benefit of**  
319 **the utility from the damaged or tampered meter.**

320 (k) To be responsible for behavior or conduct of individuals on the premises due to Tenant's  
321 residency and to cause said individuals to conduct themselves in a manner which will not  
322 disturb Tenant's neighbors' peaceful enjoyment of their accommodations, and will be  
323 conducive to maintaining the project in a decent, safe, and sanitary condition and to be  
324 responsible for damages resulting from their actions or failure to act.

325 (l) Not to display on or about the premises any advertisement for goods or services without  
326 prior written approval of the Authority. Political advertisements may not be displayed on  
327 the interior of the unit so that it can be seen from outside of the unit, the exterior, or other  
328 Authority property.

329 (m) **To make no alterations or repairs or redecorations to the interior of the dwelling unit or**  
330 **to the equipment, nor to install additional equipment or major appliances without written**  
331 **consent of the Housing Authority. To make no changes to locks or install new locks on**  
332 **exterior doors without the Authority's written approval.**

333 (n) Not to dismantle or to otherwise tamper with the smoke detectors in his/her public  
334 housing residence and to report inoperable or damaged smoke detectors immediately.

335 (o) Not to neither keep nor permit the keeping of any animals without the express written  
336 approval of LVHA. Residents approved for ownership of pets must enter into a Pet  
337 Agreement and adhere to the Pet Policy posted in the Authority's offices and incorporated  
338 herein by reference, including the payment of any applicable deposits. **LVHA Pet Policy**  
339 **does not apply to Assistance Animals. Assistance Animals is an animal that is needed as**  
340 **a reasonable accommodation for persons with disabilities.**

341 (p) To refrain from storing or repairing any vehicle on the lawn, sidewalk, non-dedicated  
342 street, parking lot or restricted areas which are marked, and to refrain from driving or parking  
343 any vehicle on the lawn, sidewalk, or restricted areas which are marked. As determined by  
344 the Authority, any vehicle in violation of the above or any vehicle without license plates, or  
345 with expired license plates, or any vehicle in a non-operating condition or any vehicle  
346 creating a public nuisance, or in various stages of repair for more than seventy-two (72)  
347 hours without written permission from the Authority shall be deemed abandoned and may be  
348 removed at the Owner's expense with the Authority held harmless for any fees, storage,  
349 damage, theft, or fire involving the vehicle.

350 (q) To not display, **use or possess or allow members of Tenants household or guests to**  
351 **display use or possess any illegal firearms,** knife, gun, club, sling shot, or explosive on the  
352 premises and to not use and/or display any otherwise harmless item in a manner that said  
353 item resembles a weapon which may include but is not limited to stick, rock, glass, rope,  
354 martial arts device, or wire on the premises.

355 (r) To not store on or around the leased premises except in assigned storage areas any items  
356 and to keep assigned porches, balconies, driveways, garages, etc., free of furniture which is  
357 not designed by the manufacturer as outdoor furniture.

358 (s) To transfer to a unit of appropriate size when requested to do so by the Authority in  
359 accordance with the established Transfer Policy. **Once a unit has been offered and accepted;**  
360 **keys to the old unit must be submitted within 3 days of signing the new lease. Resident is**  
361 **responsible for any damages to the old unit until the keys has been submitted to the**  
362 **Authority.**

363 (t) To prepare the unit for fumigation in the manner prescribed by the Authority upon notice  
364 as outlined in Paragraph 16 of the Lease.

365 (u) To continuously maintain all utilities directly billed to the tenant family by the utility  
366 supplier.

367 (v) Not to engage in alcohol abuses that interferes with the health, safety, or right to peaceful  
368 enjoyment of the premises by other residents.

369 (w) To refrain from, and to cause any household member, guests, or any other person under  
370 tenant's control, to refrain from, any type of harassment; including without limitation,  
371 harassment that is based upon race, color, or national origin. Immediate action will be taken  
372 against any resident who verbally or otherwise threatens or abuses, or permits a household  
373 member or a guest to threaten or abuse another resident, employee or vendor, including  
374 immediate action to terminate the Lease and, when appropriate, the referral of the incident to  
375 the appropriate law enforcement agencies for prosecution under state or federal law.  
376 Tenant understands and agrees that violation of this or any other Paragraph may result in  
377 termination of this Lease, in accordance with Paragraph 18.

378 (x) To contribute and cause all adult household members to contribute 8 hours of  
379 documented community service per month to the surrounding community, unless the head of  
380 household and/or adult household members are determined by LVHA to be exempt due to  
381 employment, age, disability or economic self-sufficiency program participation.

382 (y) To refrain from, and to cause any household member, guests or any other person under  
383 tenants control, to refrain from, feeding pigeons or other animals which are not approved in  
384 writing from LVHA.

385 (z) To notify the LVHA Work Order Department of all leaks and floods that occurs at the  
386 leased premises.

387 **(aa) To give prompt prior notice to PHA, in accordance with Section VIII, hereof, of**  
388 **Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.**

389 (bb) To refrain from feeding stray animals, including pigeons, cats and dogs on or about the  
390 leased premises.

391 (cc) Not to place furniture or other items so as to block the egress of a room in case of an  
392 emergency. Not to install security bars on windows or doors without the express written  
393 permission of LVHA. Not to store items in or around electrical panels or water heaters.

394 **14. GROUND MAINTENANCE:** Tenant agrees to maintain fully any lawns, shrubbery,  
395 grounds, porches, and balconies adjacent to Tenant's dwelling as set forth below including  
396 but not limited to watering lawns, trees, shrubbery, and plants, and removing trash from said  
397 area whether or not the Tenant or Tenant family generated the trash. In the event the Tenant  
398 fails for any reason to maintain the grounds and landscaping as assigned in accordance with  
399 Authority standards, Tenant shall pay to the Authority any and all expenses incurred by the  
400 Authority in maintenance, repairs, or trash removal of said grounds rendered necessary by  
401 such failure or neglect on the part of the Tenant, Tenant's family or guests. Exemption from  
402 these requirements will be given to the elderly, handicapped, and disabled in accordance with  
403 HUD regulations.

404 (a) Additional assigned responsibilities: (If none, so state)

405 \_\_\_\_\_  
406 \_\_\_\_\_

407

408 **15. HAZARDOUS DEFECTS:** Tenant agrees to take every care to prevent fires by not storing  
409 or keeping gasoline, storing abandoned vehicles or tools with fuel, solvents, or other combustible  
410 materials or substances in or around the dwelling unit and to exercise particular caution with  
411 respect to children playing with matches or other flammable material or other hazards as  
412 determined by the Authority. In the event the premises is damaged to the extent that conditions  
413 created are hazardous to life, health, or safety of the occupants:

414 (a) Tenant shall immediately notify the Authority of the damage.

415 (b) Tenant shall immediately notify the Authority of any fire in the leased unit.

416 (c) The LVHA shall be responsible for the repair of the unit within a reasonable time. If the  
417 fire or property damage is determined to have resulted from negligence of the resident and/or  
418 his/her household members or guests, the resident will be required to pay the cost of repair.

419 (d) The Authority shall offer standard alternative accommodations, if available, in  
420 circumstances where necessary repairs cannot be made within seventy-two (72) hours.

421 (e) Provisions shall be made for abatement of rent in proportion to the seriousness of the  
422 damage and loss in value as a dwelling in the event repairs are not made in accordance with  
423 Subparagraph (b) of this Paragraph or alternative accommodations are not provided in  
424 accordance with Subparagraph (c) of this Paragraph, except that no abatement of rent shall  
425 occur if Tenant rejects the alternative accommodations or that the damage resulted from  
426 actions by Tenant, by Tenant's household, or by Tenant's guests.

427 **16. INSPECTION:** Prior to commencement of occupancy the Authority and Tenant or Tenant's  
428 representative shall inspect the dwelling unit, and the Authority shall furnish Tenant a written  
429 statement of the condition of the premises and the equipment provided with the unit. The  
430 Authority and Tenant shall sign the statement.

431 When Tenant vacates, the Authority will inspect the dwelling unit and furnish Tenant a written  
432 statement of any charges to be made in accordance with Paragraph 7 for which Tenant is

433 responsible. Tenant will be advised of date/time of move-out inspection and need to participate  
434 in such inspection unless Tenant has vacated without notice or is otherwise unavailable.  
435 Authority will provide Tenant with written statement with itemized charges assessed for  
436 damages or unpaid rent or other charges owing as of date of move out. Said statement will be  
437 sent by first class mail to forwarding address provided by Tenant, or Tenant's last address if no  
438 forwarding address is provided.

439 Tenant agrees that the Authority may enter the dwelling unit as follows:

440 (a) The Authority shall, upon at least ( 2) calendar days advance written notification to Tenant,  
441 be permitted to enter the dwelling unit during reasonable hours for the purpose of performing  
442 routine inspections, or pest control, for making improvements or repairs, or to show the premises  
443 for re-leasing.

444 (b) A family's request for maintenance authorizes the Authority to enter the unit during  
445 normal working hours to make necessary repairs. A written statement specifying the purpose of  
446 the Authority's entry delivered to the dwelling unit two (2) days before such entry shall be  
447 considered reasonable advance notification.

448 (c) The Authority may enter the premises at any time without advance notification when  
449 there is reasonable cause to believe that an emergency exists.

450 In the event that Tenant and all adult members of Tenant's household are absent from the  
451 premises at the time of entry, the Authority shall leave in the dwelling unit a written  
452 statement specifying the date, time and purpose of entry prior to leaving the premises.

453 **17. NOTICE:** Eviction and Notices to Quit shall be served in accordance with State Law. All  
454 other notices required by this Lease, except as provided in Paragraph 16, shall be in writing and  
455 delivered to Tenant or to an adult member of Tenant's household residing in the dwelling or sent  
456 prepaid first class mail properly addressed to Tenant. Notices to the Authority must be in  
457 writing, delivered to the project office within which Tenant resides or the Authority's Central  
458 Office, or sent by prepaid first class mail, properly addressed to the Authority at P.O. Box 1897,  
459 Las Vegas, Nevada 89125. If tenant is visually impaired, notice will be given in a visually  
460 accessible format, or orally delivered to Tenant and witnessed by a third party.

461 **18. TERMINATION OF LEASE:**

462 (a) This Lease may be terminated by Tenant by giving fifteen (15) days written notice in the  
463 manner specified in Paragraph 17. Tenant agrees to leave the dwelling unit in a clean and good  
464 condition, reasonable wear and tear excepted, and to return the keys to the Authority when  
465 Tenant vacates.

466 (b) This Lease may be terminated by the Authority for serious violation of the Lease  
467 Agreement, any applicable lease addendum or for good cause as established by state or local  
468 law.

469 **Such serious or repeated violation of terms shall include but not be limited to:**

470 **1. The failure to pay rent or other payments when due;**

- 471 2. Repeated late payment, which shall be defined as failure to pay the amount of rent  
472 or other charges due by the seventh of the month. Four such late payments within  
473 a 12 month period shall constitute a repeated late payment;  
474 3. Failure to maintain utilities in the unit;  
475 4. Misrepresentation of family income, assets, or composition;  
476 5. Failure to supply, in a timely fashion, any certification, release, information, or  
477 documentation on Family income or composition need to process annual  
478 reexaminations or interim redeterminations;  
479 6. Serious or repeated damage to the dwelling unit, creation of physical hazards in  
480 the unit, common areas, grounds parking areas of any project or site;  
481 7. Criminal activity by Tenant, household member, guest, or other person under  
482 Tenant's control, including criminal activity that threatens the health, safety, or  
483 right to peaceful enjoyment of the Authority's public housing premises by other  
484 residents, or any drug related criminal activity;  
485 8. Offensive weapons or illegal drugs seized in a Housing Authority unit by a law  
486 enforcement officer;  
487 9. Any fire on Housing Authority property caused by carelessness or unattended  
488 cooking.

489 (c) If the Tenant transfers to another Authority-operated dwelling unit, this Lease shall  
490 terminate and a new Lease is to be executed by Tenant for the dwelling unit into  
491 which the family is to move.

492 (d) Except as provided in Subparagraph (b) and (c) immediately above, the Authority shall not  
493 terminate or refuse to renew the Lease other than for serious or repeated violations of material  
494 terms of the Lease such as failure to make payment due under the Lease or to fulfill Tenant's  
495 obligations set forth in the Lease, Lease Amendments or other good cause.

496 (e) Tenant's occupancy and use of the leased premises may be terminated by the Authority by  
497 giving written notice of:

498 (i) Fourteen (14) days for failure to pay rent.

499 (ii) A 5-day notice with exigencies of the situation in the case of the creation or  
500 maintenance of a threat to the health or safety of other Tenants or the Authority's  
501 employees.

502 (iii) Thirty (30) days in all other cases.

503 (f) The Notice of Termination for cause shall state the reason for the action taken by the  
504 Authority and shall inform the Tenant of Tenant's right to request a hearing, or denial for a  
505 hearing in accordance with the Authority's Grievance Procedure. If the Tenant desires or  
506 intends to request a hearing in accordance with the Authority's Grievance Procedure, the Tenant  
507 must make such a request in writing within ten (10) calendar days of the date the Notice of  
508 Termination was served.

509 (g) Any notice of termination will advise Tenant of right to request a grievance hearing

510 and to examine all documents in Authority's possession, which are directly related to  
511 the termination action. Tenant may request a copy of any such documents at tenant's  
512 expense. All such copies must be made in the Authority's office and at same cost paid  
513 by the Authority.

514 **19. ABANDONMENT OF PROPERTY:** If the dwelling unit is deemed abandoned by the  
515 tenant the Authority shall take possession of the unit and any of the tenant's possessions  
516 remaining in the unit. Property abandoned by the Tenant may be disposed of by the  
517 Authority in accordance with Nevada State Law, NRS 1184.480 and Authority  
518 procedures.

519 **20. LAWSUITS:** In the event of a lawsuit to enforce any provision of the Lease, the  
520 successful party shall be awarded the court costs from the other.

521 **21. WAIVER OF LEASE PROVISIONS:** Failure of the Authority to insist upon the strict  
522 performance by the Tenant of the terms, covenants, obligations, agreements, and  
523 conditions contained in this Lease, or any of them, shall not constitute or be construed as  
524 a waiver or relinquishment of the Authority's right thereafter, at any time or in any  
525 manner, to enforce any such terms, covenants, obligations, agreements, or conditions, but  
526 the same shall continue in full force and effect. The receipt by the Authority of rent with  
527 the knowledge of the breach of any covenant, obligation, or condition of this Lease, or  
528 after the serving of any notice of eviction, or the commencement of any eviction action,  
529 shall not be deemed a waiver of such breach, other than the failure of Tenant to pay the  
530 particular rental so accepted. It is specifically understood and agreed that no waiver by  
531 the Authority of any of said terms, covenants, obligations, agreements, and conditions  
532 contained in the Lease shall be deemed to have been made unless such waiver is  
533 expressed in writing and signed by the Authority, its representative or agent. It is further  
534 specifically understood and agreed that in the event the Tenant has breached Tenant's  
535 obligation and agreement to pay rent as provided in this Lease, and the Authority has  
536 given notice of said breach and commenced an eviction therefore, the said breach can  
537 only be cured by payment in full of the delinquent rent and eviction costs, unless other  
538 arrangements are made in writing with the Authority. The rights and remedies given to  
539 the Authority under the terms of this Lease Agreement are distinct, separate and  
540 cumulative remedies, and not one of them whether exercised or not, shall be deemed to  
541 be in exclusion of any of the others or to limit any other rights and remedies provided by  
542 law.

543 **22. GRIEVANCE PROCEDURE:** All disputes arising under this Lease concerning the  
544 obligations of Tenant or the Authority shall be resolved in accordance with the Grievance  
545 Procedure of the Authority which is in effect at the time such grievance or appeal arises,  
546 which procedure is posted in the Authority's Central Office, and is incorporated by  
547 reference. Tenant's signature on the Lease acknowledges receipt of the Authority's

548 Grievance Procedure.

549 **23. PROVISIONS FOR MODIFICATION:** This Lease, together with any future written  
550 adjustment of rent or dwelling unit in accordance with Paragraph 9, contains all of the  
551 terms and conditions of the Lease between the Tenant and the Authority and no oral  
552 representations or promises with respect to the agreement between the parties or the  
553 leased premises have been made. Any other changes to this Lease shall be accomplished  
554 by a written rider to the Lease executed by both parties, except that the Schedule of  
555 Charges for Services and Repairs, Grievance Procedure and House Rules, all  
556 incorporated herein by reference, may be modified from time to time by the Authority.  
557 The Authority will give thirty (30) days written notice to each affected Tenant setting  
558 forth the proposed modifications, the reasons therefore, and providing Tenant an  
559 opportunity to present written comments which shall be taken into consideration by the  
560 Authority prior to the proposed modifications becoming effective. A copy of such notice  
561 shall be:

562 (a) Delivered directly or mailed to Tenant, or (b) Posted in at least three (3) conspicuous  
563 places within each structure or building in which the affected dwelling units are located,  
564 as well as in a conspicuous place at the Project Office, if any, or if none, at the  
565 Authority's Central Office.

566 **24. INDEMNITY:** Tenant agrees to hold the Authority harmless, and to indemnify the  
567 Authority against the claim of any person(s) for injury or damage resulting from  
568 circumstances beyond the control of the Authority.

569 **25. TENANT BELONGINGS:** The Authority is not responsible for damage to Tenant's  
570 personal belongings due to fire, theft, water damage, sewer clogging or backup, rain, etc.  
571 The Tenant must provide such insurance as desired on personal property owned by  
572 Tenant.

573

574

575

576

577

578

579

580

581

582

583

584

585

586 **26. HEAD OF HOUSEHOLD AND HOUSEHOLD MEMBER(S)**

587 **ACKNOWLEDGEMENT:**

588 The Head of Household and his/her adult household members, whose signature appears below,  
589 do hereby acknowledge that they each have read the provisions of this lease agreement or that  
590 the provision of this lease agreement or that the provisions of this lease agreement have been  
591 read to them-and they each understand and agree to each provision. The Head of Household  
592 and his/her adult household members further acknowledge by signature below, that they have  
593 received a copy of the following documents:

- 594 • The LVHA Grievance Procedure
- 595 • The LVHA House Rules
- 596 • The LVHA list of Maintenance Charges
- 597 • The LVHA Pet Ownership Policy
- 598 • The LVHA Community Service Policy

599 IN WITNESS HEREOF, the parties listed herein have executed this lease agreement on this

600 \_\_\_\_\_ day of, \_\_\_\_\_ . \_\_\_\_\_

601  
602 \_\_\_\_\_

603 Head of Household

604 \_\_\_\_\_

605 Adult Household Member

606 \_\_\_\_\_

607 Adult Household Member

608 \_\_\_\_\_

609 Adult Household Member

610

611 HOUSING AUTHORITY OF

612 THE CITY OF LAS VEGAS

613

614 BY \_\_\_\_\_

615

616 TITLE \_\_\_\_\_

617

618 DATED \_\_\_\_\_

619

620 Note: IN APPLYING FOR AND OBTAINING THIS LEASE, THE FOLLOWING FEDERAL LAW MAKES A  
621 CRIME TO CONCEAL FACTS OR TO MAKE STATEMENTS WHICH ARE KNOWN TO BE FALSE:

622 Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and  
623 willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious  
624 or fraudulent statements or representatives, or makes or uses any false writing or document knowing the same to

625 contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not  
626 more than five years or both. 18 U.S.C. Section 1001  
627  
628  
629

**Security Deposit Installment Agreement**

630  
631 This Agreement is entered into between the Housing Authority of Las Vegas, NV and  
632 \_\_\_\_\_ tenant as an addendum to the lease agreement executed on  
633 \_\_\_\_\_ .  
634

635 The full amount of the security deposit for the dwelling unit located at:  
636 \_\_\_\_\_  
637 is \$ \_\_\_\_\_ . Tenant initially deposits with the Authority \$ \_\_\_\_\_ on  
638 \_\_\_\_\_ , 20\_\_\_\_ and agrees to pay a second installment of \$ \_\_\_\_\_ on  
639 \_\_\_\_\_ , and a third and final installment of \$ \_\_\_\_\_ on  
640 \_\_\_\_\_ .

641 It is agreed that failure to make full and timely payment of the amounts stated below constitute a  
642 material breach of the lease agreement and will result in termination of tenancy.

644 For LVHA: 645 _____ 646 _____ 647 (printed or typed name) 648 _____ 649 _____ 650 (signature) 651 _____ 652 _____ 653 (date)	For Tenant: _____ _____ (printed or typed name) _____ _____ (signature) _____ _____ (date)
---	---

654

*Las Vegas Housing Authority*

- AMENDMENT TO DWELLING LEASE -

Project No.:NV	Client No.	Amendment No.
----------------	------------	---------------

658

659 THE DWELLING LEASE entered into between the Las Vegas Housing Authority (Owner)  
 660 dated [Click, Enter Date] , 20 [YY] , on behalf of the Tenant Family headed by:

661 [Click, Enter Date] \_\_\_\_\_ for the following described unit:

662 [Click, Enter Location] \_\_\_\_\_ is amended as follows:

663 **The reason for this change is due to:**

664  **REEXAMINATION:** Annual review of family income and composition

665  **INTERIM ADJUSTMENT:** Change in family income and/or composition which  
 666 was required to be reported to the Authority between regularly scheduled  
 667 reexaminations.

668  
 669  **CHANGE IN FAMILY COMPOSITION:** Previously authorized family members  
 670 vacate the unit and/or new family members are authorized to occupy the leased unit.  
 671 This lease is hereby modified to add or delete the following persons:

Add (A) or Delete (D)	Name Below	Tenant's Signature	PHA Rep.	Date

672

673  **ADJUSTMENT IN PAYMENTS:** From \$[Enter \$Amt] to \$[Enter \$Amt] .

674

675 **EFFECTIVE DATE.** Changes contained herein to the original Lease Agreement will be effective on  
 676 [Date] , 20[YY] .The next reexamination of family circumstances is due on  
 677 [Date] , 20[YY] .

678

679 This change<sup>1</sup> is presented to you in accordance with the terms and conditions of the original Lease  
 680 Agreement and shall be attached to and made a part of your Lease Agreement. **All other covenants,**  
 681 **terms and conditions of the original Lease Agreement remain the same.**

---

<sup>1</sup>If tenant disagrees with this decision, tenant may request a grievance hearing. If a hearing is desired, tenant must submit a written request to this office within [Days] days of this notice or tenant's right to a hearing will be waived. However, tenant shall retain right to appropriate judicial proceedings.



## Chapter 1

### STATEMENT OF POLICIES AND OBJECTIVES

#### **INTRODUCTION**

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance Program, are described in and implemented throughout this Administrative Plan. The Section 8 rental assistance programs are federally funded and administered by the Housing Authority of the City of Las Vegas (HACLV) through its Section 8 housing office. The Section 8 Program is now entitled the Housing Choice Voucher Program.

Administration of the Housing Choice Voucher Program and the functions and responsibilities of the Housing Authority of the City of Las Vegas staff shall comply with all applicable policies and rules of the Authority and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations. This administrative plan has been prepared by the Housing Authority of the City of Las Vegas in conformance with the requirements of 24 CFR 982.54. Certain procedural elements of the Section 8 process are described in administrative procedures referenced in the Plan.

#### **Conducting Business in Accordance with Core Values**

In compliance with the conflict of interest requirements of the Housing Choice Voucher Program at 24 CRR 982.161, HACLV prohibits the solicitation or acceptance of gifts or gratuities, in excess of a nominal value (\$25.00) by any officer or employee of the HACLV, or any contractor, subcontractor or agent of the HACLV. HACLV will enforce strict disciplinary remedies for violation of its Code of Conduct with progressive disciplinary action as outlined in its employee handbook and union contract.

#### **Section 8 Housing Needs Assessment**

The mission of HACLV's Section 8 Program is to provide safe, decent and sanitary affordable housing choices to the very low and extremely low-income families in its program. The Quality Housing and Work Responsibility Act (QHWRA) of 1998, requires 75 percent of all new admissions to the Section 8 Tenant Based Program be extremely low-income families. HACLV in developing its needs assessment, considered the future needs of families who will be issued vouchers when funding is available.

To this end, HACLV evaluated its current program participants and found that the majority of its participants are leased in two (2) bedroom units and that the average time of lease-up (from date voucher was issued to leased up) has been 35 days. HACLV is currently at 100% lease-up status. The new allocation will require additional resources and community partnership efforts. These services will include hiring additional staff, implementing a "Buddy System" which will provide direct assistance in unit search by having HACLV staff pick up clients without transportation and take them to see units they choose. HACLV staff will also assist in explaining the program to new landlords and assist, as required, in rent negotiations to ensure all requests for lease-approval are reasonable, as required by HUD.

This effort, along with the dissemination of deconcentration maps to all participants at briefings, will afford each client the opportunity to make informed housing choices. This map will have area amenities such as schools, hospitals, libraries, transportation routes and other information identified on said map to assist families in making informed housing choices when selecting their unit. The deconcentration map will also have the poverty impacted census tracts highlighted for informational purposes. These strategies will provide the added benefit to HACLV participants by making parts of the city with better schools and more jobs available to these families.

Partnerships with other community organizations will play a valid role in providing childcare assistance, transportation to work, job and life skills training and other support services.

Further, HACLV has identified 89115 and 89102 as having its largest current lease-up status. These zip codes are outside the poverty impact area of HACLV's jurisdiction. This demonstrates that HACLV's current outreach effort in identifying new market units are working. However, it will be essential to continue a proactive approach in preparing for future participants. To this end, HACLV will conduct outreach efforts to attract new landlords throughout Clark County to ensure units are available when families are issued vouchers.

HACLV will actively participate in the Nevada Apartment Association monthly meetings and ensure unit listing forms are available, as well as, conduct educational community forums. Public relations activities to improve the community's perception of the Section 8 program, will include appearances on local radio and television talk shows, developing a marketing tool that can be disseminated to rental agencies, apartment complexes and private owners throughout Clark County. HACLV will periodically print ads in newspapers to promote the Section 8 program to potential new landlords. These efforts should increase the number of new Section 8 landlords interested in listing their units with HACLV and ensures families locate units in neighborhoods with services and/or jobs available for their families.

### **Jurisdiction**

The jurisdiction of HACLV is the City of Las Vegas with additional Memorandum of Understanding with North Las Vegas and Clark County.

**A. HOUSING AUTHORITY MISSION STATEMENT**

To serve our community's housing needs using all resources available by providing safe, decent and sanitary housing for program participants.

**B. LOCAL GOALS** [24 CFR 982.1]

The Housing Authority's goals and objectives that will enable the HACLV to serve the needs of the low income and very low-income families as identified by the HACLV for the next five fiscal years.

**Part I**

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

**Section 8 Goal:** Expand the supply of assisted housing

**Section 8 Objective:** Apply for additional rental vouchers, if available

Promote Homeownership Opportunities via the Section 8 Homeownership Option

**Section 8 Goal:** Improve the quality of assisted housing

**Section 8 Objectives:** Improve voucher management: (SEMAP score)

Increase customer satisfaction

**Section 8 Goal:** Increase assisted housing choices

**Section 8 Objectives:** Conduct outreach efforts to potential voucher landlords

Enhance HACLV's Housing Choice Voucher Homeownership Program

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

**Section 8 Goal:** Promote self-sufficiency and asset development of assisted households

**Section 8 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.

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

**Section 8 Goal:**                   Ensure equal opportunity and affirmatively further fair housing

**Section 8 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.

**Part II**

The HACLV has the following goals for the program:

To encourage self-sufficiency of participant families and assist in the expansion of family opportunities that 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 the PHA'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 the PHA'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 other PHA standards identified in this Administrative Plan and families pay fair and reasonable rents.

To promote fair housing and the opportunity for very low-income families of all race and ethnic backgrounds to experience freedom of housing choice.

To promote a housing program that maintains quality service and integrity while providing an incentive to private property owners to rent to 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.

**C. PURPOSE OF THE PLAN** [24 CFR 982.54]

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan.

The Housing Choice Voucher Program is implemented as of 2005. The HACLV is responsible for complying with all changes in HUD regulations pertaining to this program. If such changes conflict with this Plan, HUD regulations will have precedence. The original Plan and any changes must be approved by the Board of Commissioners of the agency, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

Applicable regulations include:

24 CFR Part 5: General Program Requirements

24 CFR Part 8: Nondiscrimination

24 CFR Part 100: Fair Housing

24 CFR Part 982: Section 8 Tenant-Based Assistance

Local rules that are made part of this Plan are intended to promote local housing objectives consistent with the intent of the federal housing legislation.

**D. ADMINISTRATIVE FEE RESERVE** [24 CFR 982.54(d) (22)]

Expenditures from the Administrative Reserve (Operating Reserve) shall not exceed \$25,000 per occurrence nor more than \$100,000 in the aggregate for each fiscal year without the prior approval of the HACLV Board of Commissioners. Payments to participants or landlords that occur due to staff error in rent calculations will be paid from the Administrative fee reserve with the written approval of the Director of Housing Programs or their designee. Section 8 Administrative Fee can only be utilized for the Administration of the Section 8 Program or development related directly to the Section 8 Program.

**E. RULES AND REGULATIONS** [24 CFR 982.52]

This Administrative Plan is set forth to define the HACLV's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by Federal regulations, HUD Memos, Notices and guidelines, or other applicable law.

**F. TERMINOLOGY**

The Housing Authority of City of Las Vegas is referred to as "PHA" or "Housing Authority" or "HACLV" throughout this document.

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

"Tenant" is used to refer to participants in terms of their relation to landlords.

"Landlord" and "owner" are used interchangeably.

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

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

"HQS" means the Housing Quality Standards required by regulations as enhanced by the PHA.

"Failure to Provide" refers to all requirements in the first Family Obligation. See Chapter 15, "Denial or Termination of Assistance."

"Merger date" refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher program into the Housing Choice Voucher Program.

"Days" mean calendar days, not working days.

See Glossary for other terminology.

**G. FAIR HOUSING POLICY** [24 CFR 982.54(d)(6)]

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws, Executive Orders and comparable laws, including but not limited to:

Title VI of the Civil Rights Act of 1964, as amended

Title VIII of the Civil Rights Act of 1968, as amended

Section 504 of the Rehabilitation Act of 1973, as amended

Fair Housing Amendments Act of 1988

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Changes reviewed by Abt & Associates 1/2005

HACLV Admin Plan

Title II of the Americans with Disabilities Act

State/local Fair Housing Laws and

The US Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

The HACLV will also comply with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The HACLV shall ensure the requirements of Executive Order 13166 – Limited English Proficiency (LEP) is adhered to for all LEP persons as required.

The HACLV shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, disability or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, the HACLV will provide Federal/State/local information to Voucher holders regarding unlawful discrimination and recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request at the front desk. These documents shall be provided in Spanish when requested.

If a family believes they have been the victims of illegal discrimination, the HACLV will provide:

HUD's Fair Housing brochure

Assistance in completing HUD Form 903

Referral to the Regional HUD Office of Fair Housing

Referral to State or local fair housing organizations

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

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no qualified individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the HACLV's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

The Las Vegas Housing Authority's office(s) are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by a TDD.

HACLV Policy on Civil Rights and Disability Rights 24CFR 8.4 are attached as Addendum D.

#### **H. REASONABLE ACCOMMODATIONS POLICY** [24 CFR 700.245(c) (3)]

The HACLV, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and residents if they or any family member have a disability as defined at 24 CFR 8.4. See Glossary for definition of disability. Applicants, participants or employees who are individuals with disabilities should contact the Authority's 504/ADA Coordinator to seek reasonable accommodations.

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

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the HACLV will treat a person differently than anyone else. The HACLV's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services.

This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the HACLV, when the HACLV initiates contact with a family including when a family applies, and when the HACLV schedules or reschedules appointments of any kind. **See Addendum B for our full policy and procedure.**

**To be eligible to request a reasonable accommodation, the person making the request must first certify (if apparent) or verify (if not apparent) that they qualify as a person with a disability under the following 504/ADA definition.**

They are:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

A record of such impairment; or

Are regarded as having such an impairment

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403(a), individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. An individual whose drug or alcohol addiction is a material factor to their disability is excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, the HACLV will require that a professional third party competent to make the assessment provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the HACLV finds that the requested accommodation creates an undue financial and administrative burden or represents a fundamental alteration in the nature of HACLV's Housing Choice Voucher Program, the HACLV will either deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue financial burden is one that when considering the available resources of the agency as a whole would pose a severe financial hardship on the HACLV.

Requests for reasonable accommodations that do not require monetary assistance from HACLV to implement or require staff to provide services over and above their duties (home visits would be considered within said duties) would not require HACLV's 504 Coordinator Approval. All other requests will be reviewed and approved by HACLV's 504 Officers and/or the Housing Program Manager or Director.

The HACLV will provide a written decision to the person requesting the accommodation within 7 calendar days of receiving the required certification of need. If a request is denied or the individual feels that the alternative suggestions are inadequate, they may request an informal review (for applicants) or informal hearing (for participants) to review the HACLV's decision. Copies of all reasonable accommodation requests and their outcome shall be forward to the 504 Coordinator for tracking purposes.

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

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

Subject to the undue burdens and fundamental alterations tests described above, HACLV will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the HACLV's housing programs and non-housing programs, in accordance with Section 504 and the Fair Housing Amendment Act of 1968, HACLV shall comply with all requirements and prohibitions in applicable law.

Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, person with sensory impairments and other persons with other disabilities. Application and management offices, and hearing rooms, (to the extent that HACLV has such facilities) will be usable by participants with a full range of disabilities. If HACLV offers such facilities, and none is accessible, some will be made so, subject to the undue financial and administrative burden test. 24 CFR 8.21.

**Documents and procedures used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in HACLV's Policies on Civil Rights and Disability Rights. 24 CFR 8.6.**

Examples of reasonable accommodations in the Housing Choice Voucher program include, but are not limited to: 24 CFR § 8.4

- 1) Making sure the HACLV's program offices are fully accessible;
- 2) Maintaining a list of landlords who own units that are accessible;
- 3) Conducting interviews, meetings and conferences at some site other than the Authority at the request of an individual with disabilities who cannot come to the HACLV's offices;
- 4) Granting a family that includes a member who is an individual with disabilities more time than is usually granted to find a unit that meets the family's needs;
- 5) Approving a family that includes an individual with disabilities for a larger than normal unit to accommodate the individual's disability related needs for a separate bedroom, a live-in aide, or room to store disability-related equipment or supplies;
- 6) Granting a person with a disability a higher than usual utility allowance because the individual's verified reliance on some utility-using equipment needed because of the person's disability.
- 7) When financially feasible and permitted by HUD, granting an exception rent to a Landlord who makes accessibility improvements on behalf of a program participant who is an individual with disabilities;
- 8) Ensuring that all communications with individuals with disabilities are fully intelligible to all parties, including those with sensory or cognitive impairments. Examples of ways that effective communication would be carried out include, but are not limited to:

- a) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with HACLV staff;
  - b) Making a sign language interpreter available to an applicant or resident with a hearing impairment during interviews or meetings with HACLV staff;
  - c) Providing Telecommunications Devices for the Deaf (TDDs) to permit persons with hearing impairments to communicate with the HACLV by telephone;
  - d) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with HACLV if the individual desires such representation;
  - e) Permitting an outside agency or individual to assist an applicant or resident with a disability to meet the HACLV's applicant screening criteria.
- 9) An applicant or resident family that has a member with a disability must still be able to meet essential obligations of the Housing Choice Voucher program. They must be able 24 CFR § 8.3
- a) to carry out their obligations under the Voucher;
  - b) to carry out their obligations under the lease; and
  - c) to comply with necessary and reasonable rules and program requirements of HUD and the HACLV.

But there is no requirement that they be able to do these things without assistance.

- 10) If applicant or participant family members needs assistance with one of the essential obligations of tenancy, HACLV will, as a reasonable accommodation, permit a friend, family member or advocate to provide such assistance or make a referral to an individual or agency that can provide such assistance. 24 CFR § 8.20
- 11) If an applicant or participant receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or participant is not obligated to accept the service, but if refusing service results in a lease violation or violation of family obligations under the Housing Choice Voucher Program, HACLV may terminate the lease. 24 CFR § 8.2
- 12) At any time an applicant or participant family has a disability and needs or wants a reasonable accommodation, it may be requested. 24 CFR § 8.20
- 13) If an applicant or participant would prefer not to discuss the situation with the HACLV, that is his/her right.

### C. Providing Information in Languages other than English

1. HACLV makes all written materials to be used by or sent to applicants or participants available in a language other than English if at least five percent of the program eligible people in the Authority's jurisdiction speak that language and have limited English proficiency. When the group of people needing translation equals at least five percent of the program eligible population:

- a. In some cases, materials will be printed with an English version on one side of the paper and in an alternate language version on the reverse.
  - b. Complex documents, such as the Applications, Continued Occupancy Forms and Grievance Procedures will be available in both English and other languages.
  - c. Persons who are fluent in the alternate language are available for interviews, meetings and other forms of face-to-face communication with families whose first language is something other than English.
2. To assist persons with limited English proficiency who are not a large enough group to warrant full translation, staff will arrange for another appointment and HACLV shall pay for the services of a professional interpreter at no charge to the applicant/participant.
  3. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants and participants shall be available in all languages used by a significant proportion of the HACLV's eligible population. This includes the following documents related to registration, intake, marketing, outreach, certification, re-examination and inspections:
    - a. Pre-Applications
    - b. Full Applications;
    - c. Leases;
    - d. Posters;
    - e. Notices

Other letters and forms shall a "tag" written in Spanish advising that HACLV provides free translation and interpreter services for its clients and instructing them how to contact our bi-lingual staff for assistance.

**Under Addendum C is HACLV LEP full Plan.**

**Additional Reasonable Accommodation Policies and Procedures are attached under Addendum B.**

### **Verification of Disability**

The HACLV will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

### **Applying for Admission**

HACLV's waiting list for its Housing Choice Voucher Program will remain closed until it is determined that the number of applicants on the list is insufficient to provide all the applicants needed for the next three (3) months. The number needed will be based on the number of vouchers available or expected to become available over the next three months, the experience of the Authority regarding the number of applicants who are expected to successfully complete the process of establishing their eligibility, and the number of eligible applicants who are expected to successfully lease units under the Housing Choice Voucher Program. The Authority's goal is to keep its utilization rate as high as possible consistent with the funding level available.

All persons who wish to apply for any of the HACLV's programs must submit a pre-application via telephone or written format, as advised in HACLV's public notice. Written applications will be made available in an accessible format upon request from a person with a disability when it has been advertised that pre-applications shall be submitted in writing.

To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format. This only applies when it has been advertised that written pre-applications will be accepted. As a reasonable accommodation when pre-applications are taken only via telephone, another individual or agency may call into the designated phone line with the required information to get the applicant placed on our waiting list. **Bi-lingual staff is available and specific phone lines announced in the opening advertisement for Spanish speaking applicants who have Limited English Proficiency (LEP). Multiple social service agencies are sent faxed notice advising them of when we will open the waiting list and all requirements including the lines for Limited English Proficiency persons and how they can assist disabled clients.**

The full application is completed at the eligibility appointment in the applicant's own handwriting, (unless assistance is needed because of a disability or problems with language or literacy) or a request for accommodation is requested by a person with a disability. Applicants will then be interviewed by HACLV's staff to review the information on the full application form. Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time. **The full application will also include questions asking all applicants whether reasonable accommodations are required and/or if they need future correspondence in another format, such as larger fonts or Braille.**

### **Management of the Wait List**

The HACLV will administer its waiting list as required by 24 CFR 982.204, 982.206, 982.207, and 982.158. The waiting list will be maintained in accordance with the following guidelines:

1. Records that provide income, racial, ethnic, gender and disability status data on program applicants will be maintained for three years.
2. An application from each ineligible family and notice that the applicant is not eligible will be maintained for three years.

3. All applicants in the pool will be maintained in order of selection, according to preference, and date and time of application receipt. All applicants with equal preference will be maintained by date and time sequence.
4. Disabled applicants will be identified as such on the wait lists.

### **Closing of Wait List:**

All decisions to close the waiting list shall be made **by the Director of Housing Programs based** on the number of applicants on the wait list and projected future funding. Written notice shall be published when the wait list is to be closed.

### **Time of Selection**

When the Authority projects funding is available, families will be selected from the pre-application waiting list in their order of preference sequence and time and date of application. Selections made for income targeting or targeted funding will be made as appropriate. When required, staff may skip clients on its waiting list to achieve income targeting requirements for admission.

HACLV shall select applicants from its waiting list in such a way as to ensure 75% of the applicants admitted to the Housing Choice Voucher Program during any fiscal year are at or below the Extremely Low Income (ELI) limit—30% of the median income for the Metropolitan Statistical Area- at the time of admission.

Applicants are notified in writing of their scheduled eligibility appointment to certify the applicant for program participation. Applicants who have been selected from the waiting list based on preferences that cannot be verified as true shall be returned to their appropriate place on the waiting list without those preferences, unless without the preference they still would have been selected among the group pulled.

A pool of certified eligible applicant files will be maintained to minimize delays in admissions when voucher funding becomes available.

## **I. TRANSLATION OF DOCUMENTS**

**The Housing Authority of the City of Las Vegas has bilingual staff to interpreter and/or translate for Limited English Proficiency (LEP) persons to ensure full access to its programs and services.**

**In determining whether it is feasible to provide translation of documents written in English into other languages, the HACLV will consider the following factors:**

**Number of applicants and participants in the jurisdiction who do not speak English and speak the other language.**

**Estimated cost to HACLV per client of translation of English written documents into the other language.**

**The availability of local organizations to provide translation services to non-English speaking families.**

**Availability of bilingual staff to provide translation for non-English speaking families.**

**HACLV shall establish a list of vital LEP documents that shall be available at all times in Spanish for its clients. (See Addendum C)**

## **J. MANAGEMENT ASSESSMENT OBJECTIVES**

The HACLV operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the HACLV is using its resources in a manner that reflects its commitment to quality and service. The HACLV policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

- Selection from the Waiting List
- Reasonable Rent
- Determination of Adjusted Income
- Utility Allowance Schedule
- HQS Quality Control Inspections
- HQS Enforcement
- Expanding Housing Opportunities
- FMR/exception rent & Payment Standards
- Annual Re-examinations
- Correct Tenant Rent Calculations
- Pre-Contract HQS Inspections
- Annual HQS Inspections
- Lease-up
- Family Self-Sufficiency Enrollment & Escrow Account Balances
- Bonus Indicator (Deconcentration)

Supervisory quality control reviews will be performed by a HACLV Supervisor or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP factors:

- Selection from the waiting list

Rent reasonableness  
Determination of adjusted income  
HQS Enforcement  
HQS Quality Control

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail.

The minimum sample size to be reviewed will relate directly to each factor.

#### **K. RECORDS FOR MONITORING PHA PERFORMANCE**

In order to demonstrate compliance with HUD and other pertinent regulations, the HACLV will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and or assess the HACLV's operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits.

In addition to the required SEMAP documentation, supervisory staff or their designee audit the following functions:

- Not less than 75% of reexaminations
- Not less than 75% of new applications

#### **L. PRIVACY RIGHTS [24 CFR 982.551]**

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

The HACLV's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information. The Authority will facilitate the full exercise of rights conferred on individuals under the Privacy Act of 1974 (5 U.S.C. 552A) as well as ensure the protection of privacy as to individuals about whom the office maintains records under its Section 8 Tenant-based and project-based programs.

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

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

All files must be signed for when taken to another department. Any request for release of information, must be accompanied by a release form from the applicant/participant in order for HACLV to release any information involving a participant household/household member.

**M. Affirmative Marketing 24 CFR §960.103**

**HACLV will conduct affirmative marketing as needed so the wait list includes a mix of**

**Applicants with races, backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the wait list. PHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply. The method to be used for Affirmative Marketing is described in the HACLV's Affirmative Marketing Policy – Addendum E**

**N. FAMILY OUTREACH** [24 CFR 982.153(b) (1)]

The HACLV will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families on a regular basis. When the HACLV's waiting list is open, the HACLV will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means, including outreach to organizations that provide services to Limited English Proficiency Persons.

To reach persons who cannot read the newspapers; the HACLV will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The HACLV will also utilize public service announcements and will provide the notice to the 504 Advisory Board.

**O. OWNER OUTREACH** [24 CFR 982.54(d) (5), 982.153(b) (1)]

The HACLV makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing participating owners of applicable legislative changes in program requirements.

The HACLV encourages owners of decent, safe and sanitary housing units to lease to Section 8 families.

The HACLV maintains a list of units available for the Section 8 Program and updates this list at least biweekly. When listings from owners are received, they will be compiled by the PHA staff. The HACLV will maintain lists of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low-income households. The lists of units will be provided at the front desk/mailed on request as a reasonable accommodation for a person with a disability, and listed on our website as well as provided in briefings packets.

The staff of the HACLV initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

Printed material is offered to acquaint owners and managers with the opportunities available under the program.

The HACLV has active participation in a community-based organization(s) comprised of private property and apartment owners and managers.

The HACLV will actively recruit property owners with property located outside areas of minority and poverty concentration and apply for exception payment standards if the PHA determines it is necessary to make the program more accessible in the PHA's jurisdiction.

The HACLV encourages program participation by owners of units located outside areas of poverty or minority concentration. The HACLV periodically evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more choices and better housing opportunities to families. Voucher holders are informed of a broad range of areas where they may lease units inside the HACLV's jurisdiction and given a list of landlords or other parties who are willing to lease units or help families who desire to live outside areas of poverty or minority concentration

The HACLV conducts meetings with participating owners to improve owner relations and to recruit new owners.

The HACLV shall periodically:

- Request the HUD Field Office to furnish a list of HUD-held properties available for rent

- Develop working relationships with owners and real estate broker associations

- Establish contact with civic, charitable or neighborhood organizations which have an interest in housing for low-income families and public agencies concerned with obtaining housing for displacements.

- Explain the program, including equal opportunity requirements and nondiscrimination requirements, including Fair Housing Amendments Act of 1988 and Americans with Disabilities Act, to real estate agents, landlords, and other groups that have dealings with low-income families or are interested in housing such families.





## Chapter 2

### ELIGIBILITY FOR ADMISSION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

#### **INTRODUCTION**

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

#### **A. Eligibility Factors** [982.201(b)]

The HACLV accepts applications only from families whose head or spouse is at least 18 years of age or an emancipated minors under State law.

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the HACLV.

The HUD eligibility criteria are:

An applicant must be a "family"

An applicant's income must be within the appropriate Income Limits

An applicant must furnish Social Security Numbers via a social security card for all family members age six and older, if ever issued.

An applicant must furnish a declaration of Citizenship or proof of Eligible Immigrant Status and verification where required

At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the HACLV may provide any financial assistance.

All adult applicant family members must be in compliance with the federally mandated criminal record requirements.

Reasons for denial of admission are addressed in Chapter 15. Denial or Termination of Assistance. These reasons for denial constitute additional admission criteria.

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors.

Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a Voucher.

**B. FAMILY COMPOSITION** [24 CFR 982.201]

The applicant must qualify as a Family. A Family may be a single person or a group of persons.

A “family” includes a family with a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The HACLV determines if any other group of persons qualifies as a “family”. See Glossary for definition.

A single person family may be:

- An elderly person (age 62 or older)
- A displaced person (displaced by government action or declared natural disaster)
- A person with a disability (using the programmatic definition, not the Civil Right definition)

Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

- Any other single person

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

**Head of Household**

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household. Head of Household for purposes of determining who can remove a family member from the voucher or application is defined as the person completing said field on the original application court decisions awarding custody of children.

**Spouse of Head**

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads when used in connection with the non-citizen rule.

## **Co-Head**

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

## **Live- Aide 24 CFR (982.316)**

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

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

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

Would not be living in the unit except to provide care for the person(s).

Must be 18 years of age

A live-in aide is a household member but not a family member:

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the tenant family.

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

A Live in Aide may only reside in the unit with the approval of the HACLV. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

(Reference 982.316) At any time, the HACLV will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

The person commits drug-related criminal activity or violent criminal activity; or

The person currently owes rent or other amounts to the HACLV or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

### **Split Households Prior to Voucher Issuance**

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the Admissions Supervisor will make the decision taking into consideration the following factors:

Which family member applied as head of household.

Which family unit retains the children or any disabled or elderly members.

Restrictions that were in place at the time the family applied.

Role of domestic violence in the split.

Recommendations of social service agencies or qualified professionals such as children's protective services.

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

### **Multiple Families in the Same Household**

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

### **Joint Custody of Children**

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

There will be a self-certification required of families who claim joint custody or temporary guardianship.

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

### **C. INCOME LIMITATIONS** [24 CFR 982.201(b), 982.353]

To be income eligible the applicant must be a family in the very low income category, defined as a family whose income does not exceed 50 percent of the area median income. The HACLV will not admit families whose income exceeds 50 percent of the area median income except those families included in 24 CFR 982.201(b). Generally, continuously assisted families who were eligible at the time of their admission or who are being displaced by actions taking place where they are currently leasing.

To be income eligible the family may be under the low-income limit in any of the following categories: [24 CFR 982.201(b)]

An extremely low-income family

A very low-income family.

A low-income family:

that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act;

is physically displaced by rental rehabilitation activity under 24 CFR part 511;

is non-purchasing family residing in a HOPE 1 or HOPE 2 project;

is non-purchasing family residing in a project subject to a home-ownership program under 24 CFR 248.173;

or moderate income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program.

To determine if the family is income-eligible, the PHA compares the Annual Income of the family to the applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Portability: For initial lease-up at admission, families who exercise portability must be within the applicable income limit for the jurisdiction of the receiving PHA in which they want to live.

#### **D. MANDATORY SOCIAL SECURITY NUMBERS** [24 CFR 5.216, 5.218]

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance. Persons who do not have social security numbers must certify to this fact.

(See Chapter 7.) Verifications)

#### **E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS** [24 CFR Part 5, Subpart E]

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

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

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

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

Non-citizen students. Defined by HUD in the non-citizen regulations. Not eligible for assistance. Also termed non-immigrant student aliens.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

#### **Verification of Status before Admission**

The HACLV will not provide assistance to any family prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

#### **F. OTHER CRITERIA FOR ADMISSIONS** [24 CFR 982.552(b)]

If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the HACLV may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum)

(See Chapter 15 for Denial of Admission.)

#### **G. TENANT SCREENING** [24 CFR 982.307)]

The HACLV will take into consideration all of the criteria for admission in Chapter 15.

The HACLV will conduct criminal screening on all participants at the time of admission and annual recertification as required to verify reported incidents.

All incoming portables will also have criminal screening conducted. HACLV will not hold up on leasing a client while awaiting results of such screening for portable families, but may terminate assistance if leased or deny assistance if not leased.

The HACLV will screen families for drug-related or violent criminal activity (See Chapter 15. Denial or Termination of Assistance.) The HACLV will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

Federal law states that, notwithstanding any other provision of law, the National Crime Information Center, police departments, and other law enforcement agencies shall upon request, provide PHA's information regarding the criminal conviction records of adult applicants and adult participants.

This information is to be provided for persons 18 years of age or older, or for those convicted of a crime as an adult.

These provisions of law pre-empt any contrary provision in State, local, or tribal laws, and prevail over any contrary federal requirements. These provisions do not pre-empt or limit any laws or authority that permits broader access to records.

The HACLV will utilize to the fullest extent of federal, state and local laws all forms of criminal records for purposes of initial screening and/or participant termination.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before HACLV approval of the tenancy, the HACLV will inform the owner that screening and selection for tenancy is the responsibility of the owner. HACLV will require the owner or manager to sign an acknowledgement of screening responsibility form that must be returned with RFTA.

**Screening Factors Include:** [24 CFR 982.307(a) (3)]

Payment of rent and utility bills

Caring for a unit and premises

Respecting the rights of other residents to the peaceful enjoyment of their housing

Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and

Compliance with other essential conditions of tenancy.

The HACLV will advise families how to file a complaint if they have been discriminated against by an owner. The HACLV will advise the family to make a Fair Housing complaint. The HACLV may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization. HACLV will further advise landlords regarding fair housing issues (to be included with the RFTA packet) and HACLV's responsibility to enforce the same.

## **H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT**

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment. Changes must be reported within 10 calendar days and verification cannot be more than 60 days old on date of issuance of the voucher.

## **I. INELIGIBLE FAMILIES**

Families determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See Chapter 19, "Complaints and Appeals" for additional information about reviews and hearings.

## **J. PROHIBITED ADMISSIONS CRITERIA** [982.202(b)]

Admission to the program may not be based on where the family lives before admission to the program.

Admission to the program may not be based on:

Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock.

Whether a family includes children.

Whether a family decides to participate in a family self sufficiency program; or

Other reasons as listed in Chapter One under Section G and Section H.

HACLV further ensures that all applicant/tenant files are maintained in a confidential manner to ensure privacy. All eligibility requirements and rent calculation reported via MTCS for which HACLV receives errors, are corrected prior to the 10<sup>th</sup> of each month. The data reported on the 50058 is also checked against file records during HACLV's quality control.





## Chapter 3

### APPLYING FOR ADMISSION

[24 CFR 982.204]

#### **INTRODUCTION**

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

#### **A. OVERVIEW OF THE APPLICATION TAKING PROCESS**

The purpose of application taking is to permit the HACLV to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information.

Families who wish to apply for any one of the HACLV's programs respond to pertinent questions from HACLV staff when applying for assistance when the applications are accepted over the phone. Applications will be made available in an accessible format upon request from a person with a disability when written applications are required. Persons who are hearing impaired and who do not have access to TDD machines may have another person call in on their behalf for placement on the wait list.

When the waiting list is open, any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to submit an application, unless the waiting list is open only to families who qualify under the public notice.

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

The preapplication will be dated, time-stamped, and referred to the HACLV's eligibility office where it will be maintained until such time as it is needed for processing. When applications are taken via telephone, the computerized hard copy will serve as the pre-application.

The second phase is the "final determination of eligibility" (referred to as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HACLV ensures that verification of all HUD and HACLV eligibility factors is current in order to determine the family's eligibility for the issuance of a voucher.

**B. OPENING/CLOSING OF APPLICATION TAKING** [24 CFR 982.206, 982.54(d)]

(1) When the HACLV opens the waiting list, the HACLV will advertise through public notice in the following newspapers, minority publications and media entities, location(s), and program(s) for which applications are being accepted: Las Vegas Review Journal/Sun

El Mundo

El Tiempo

Las Vegas Sentinel

Latin American Press

Las Vegas Asian Journal

Asian-American Times

Indian Voice

Nevada Senior World

The Challenger Rehabilitation, Disability Newspaper

**To reach persons with disabilities, the HACLV will provide separate notice to local organizations representing the interests and needs of the disabled. This will include notice to the following organizations:**

**Opportunity Village**

**Southern Nevada Center for Independent Living**

**Nevada Disability Advocacy and Law Center**

**Clark County Legal Services**

*Help Them Walk Again*

**Nevada Association for the Handicapped**

**United Cerebral Palsy of Nevada**

**Multiple Sclerosis National Society**

**Additionally, HACLV shall fax and mail notices of openings to other public entities that provide services to low-income families as well as organizations that serve Limited English Proficiency Persons.**

**Las Vegas Review Journal/Sun**

**El Mundo**

**El Tiempo**

**Las Vegas Sentinel**

**Latin American Press**

**Las Vegas Asian Journal**

**Asian-American Times**

**Indian Voice**

**Nevada Senior World**

**The Challenger Rehabilitation, Disability Newspaper**

The notice will contain:

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

Method to submit applications, i.e. via telephone only

The programs for which applications will be taken.

Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the HACLV address and telephone number, how to submit an application, information on eligibility requirements. This notice shall advise applicant's that they will not lose their place on the waiting wait for public housing by applying for Section 8.

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

HACLV Admin Plan

Reviewed by Abt & Associates for changes in 2005

If the waiting list is open, the HACLV will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in Chapter 15 of this Administrative Plan. [24 CFR 982.206(b) (2)]

### **Closing the Wait List**

The HACLV may stop applications if there are enough applicants to fill anticipated openings for the next time period between 12 and 24 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

The open period shall be long enough to achieve the number of families identified in the notice to open the waiting list.

### **Limits on Who May Apply**

When the wait list is open, applications will be taken from the number of families or types of targeted assistance indicated in the notice.

When applications are submitted to the HACLV, it establishes the family's date and time of application for placement order on the wait list. Applications taken over the phone have the date and time entered in our computer system and the printed hard copy shall serve as the pre-application.

### **Policy Governing Cross-Listing/Merging of Wait List**

HACLV will not merge its Section 8 tenant-based waiting list with its project-based waiting list or conventional public housing wait lists. The agency shall maintain a single waiting list for Section 8 applicants consistent with HUD's instruction under Part 1 of the Section 8 Conforming Rule. If the public housing wait list is opened at the time a family submits a pre-application for S8, the family will be afforded the opportunity to be placed on the PH wait list.

### **C. "INITIAL" APPLICATION PROCEDURES** [24 CFR 982.204(b)]

The HACLV will utilize a pre-application form or, when staff takes applications over the phone, the staff will print out the applicant information taken over the phone, which will be considered a preapplication. **Spanish translation will be provided for non-English speaking applicants.**

The purpose of the preapplication is to permit the HACLV to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

Ineligible families will be placed on the waiting list for preliminary eligibility determination.

Preapplications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

HACLV Admin Plan

#### **D. APPLICANT STATUS WHILE ON WAITING LIST** [CFR 982.204]

Applicants are required to inform the HACLV in writing of changes in address within 10 calendar days of moving. Applicants are also required to respond to requests from the HACLV to update information on their continued their interest in assistance.

If after a review of the preapplication the family is determined to be preliminarily eligible, they will be notified in writing or in an accessible format upon request, as a reasonable accommodation.

The notice will contain the approximate date that assistance may be offered.

This written notification of preliminary eligibility will be mailed to the applicant by first class mail.

If the family is determined to be ineligible based on the information provided in the preapplication, the HACLV will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See Chapter 16, "Complaints and Appeals."

#### **E. Removal from the Wait List**

HACLV will remove a family's name from its wait list if the family is determined (a) ineligible or (b) fails to respond to notices and/or request for information. The Authority shall also remove a person from its waiting list if the applicant fails to notify the agency in writing that they have a new mailing address and/or correspondence is returned. The applicant shall also be removed for failure to appear at scheduled appointments.

#### **F. TIME OF SELECTION** [24 CFR 982.204, 5.410]

When funding is available, families will be selected from the waiting list in their determined sequence, regardless of family size, subject to income targeting requirements.

When there is insufficient funding available for the family at the top of the list, the PHA will not admit any other applicant until funding is available for the first applicant. Based on the PHA's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

#### **G. COMPLETION OF A FULL APPLICATION**

All preferences claimed on the preapplication or while the family is on the waiting list will be verified after the family is selected from the waiting list and prior to certifying the full application.

The qualification for preference must exist at the time the preference is claimed and at the time of verification, because claim of a preference determines placement on the waiting list.

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

Complete a Personal Declaration Form prior to the full application interview.

Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by HACLV staff to review the information on the full application form. Participate in a full application interview with a HACLV representative during which the applicant will be required to furnish complete and accurate information, verbally as requested by the interviewer. The applicant will sign and certify that all information is complete and accurate.

The full application will be completed when the applicant attends the interview.

### **Requirement to Attend Interview**

1. When Housing Choice Vouchers become available, eligibility interviews will be scheduled for the applicants at the top of the waiting list.
2. Prior to sending the appointment letter, the HACLV will check the applicant names against its log of Section 8 reimbursement agreements and the Public Housing accounts payable system to determine whether the applicant has past due balances owed to the HACLV as well as Clark County Housing Authority and North Las Vegas Housing Authority as allowed by our Memorandum of Understanding. No applicant will be admitted to the Housing Choice Voucher Program who owes money to any PHA. A letter will be sent to the applicant advising that the balance must be paid in full before his/her Section 8 application can be processed. The application will then be placed in an inactive status, but the application number will be retained, and restored when the balance is paid within 14 calendar days and written verification provided.
3. Appointments for eligibility interviews will be scheduled by letter. The letter will direct the applicant to call for another appointment if the time scheduled is not convenient due to employment, out of town or for medical reasons prior to the date and time of the appointment. If the applicant does not appear for the interview or telephone to request another interview, the applicant's name will be withdrawn from the waiting list and a written withdrawal notice shall be mailed.

4. Applicants with disabilities may request that the interview be conducted in their homes or at some other convenient location if the nature of their disability is such that they cannot reasonably be expected to come to the Section 8 office.
5. The appointment letter will advise the applicant to bring certain documents necessary to document their eligibility, family composition, income, citizenship or eligible immigrant status and deductions. Applicants must also be prepared to execute releases so that third party written verifications of information they submit can be obtained.

The HACLV utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other HACLV services or programs which may be available. All information required on HUD's 50058 must be provided by the family.

The head and spouse or co-head and any adult members age 18 or over are required to attend the interview and sign the housing application.

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

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 calendar days to review the information and to certify by signature that all of the information is complete and accurate.

Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule prior to the original appointment date.

If an applicant fails to appear for a pre-scheduled appointment, the application will be withdrawn, unless the applicant can provide acceptable documentation to the HACLV that an emergency prevented them from calling. Acceptable reasons would be proof provided by the family of hospitalization, being out-of-town, or incarceration other than for reasons that would lead to denial of assistance.

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

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See Chapter 16, "Complaints and Appeals.")

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

HACLV Admin Plan

All adult members must sign the HUD Form 9886, Release of Information, the application/the application form and all supplemental forms required by the HACLV, the declarations and consents related to citizenship/immigration status and any other documents required by the HACLV. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the HACLV. All family members 18 and older must also sign a metro criminal release form for criminal screening.

If the HACLV determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given 14 calendar days to supply the information.

If the information is not supplied in this time period, the PHA will provide the family a notification of denial for assistance. (See Chapter 16, "Complaints and Appeals.")

**Applicants will be required to provide third-party verification of their income in the form of third party verification forms mailed directly back from the income source or computerized award letters for income received from government sources such as Temporary Assistance to Needy Families (TANF), court-ordered child support, Social Security, Supplemental Security Income, and Unemployment Compensation. Applicants will sign a release for third party verification of income from employment and other sources of income. The release will be sent to the employer or other source of income by HACLV, and the information returned to HACLV by mail. Exceptions to this shall be verification of Social Security income. However, applicants must submit their award letter or verification letter from Social Security with a date that is not more than 60 days old.**

Applicants who wish to receive deductions for medical expenses, reasonable childcare and/or disability assistance expenses will be required to provide sources from whom the HACLV can obtain third-party verification of the expenses. The form provided by HACLV to verify child care is the only document acceptable to receive these deductions.

Dependents include persons with disabilities and full-time students other than family head or spouse. Full time students include those attending traditional educational institutions as well as those pursuing full-time vocational training

Generally, eligible applicants must verify that their incomes are at or below the Extremely Low-Income limit or the Very Low-Income limit, and that their family does not include an adult who has been involved in violent criminal activity or drug-related criminal activity during the past three years. In addition, any applicant who is on the national register of sexual predators or who has been convicted of manufacture of methamphetamines in assisted housing is ineligible for assistance.

As a part of the eligibility determination, HACLV shall run a criminal record check on all adult family members. Applicants are required to sign releases for such criminal record checks. If required, applicants shall be informed that they may also be required to come into the office to be fingerprinted. Failure to appear shall be ground for denial of assistance.

**H. VERIFICATION** [24 CFR 982.201(e)]

Information provided by the applicant will be verified, using the verification procedures in Chapter seven. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time of issuance of the Voucher.

**I. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**  
[24 CFR 982.201]

After the verification process is completed, the HACLV will make a final determination of eligibility. This decision is based upon information provided by the family, the verifications completed by the HACLV, and the current eligibility criteria in effect. If the family is determined to be eligible, the HACLV will mail a notification of eligibility. A briefing will be scheduled for the issuance of a voucher and the family's orientation to the housing program.

**J. Income Limitations**

**At the time of issuance of the voucher to a family and certification of eligibility, a family's gross income must not exceed the very low income limit. For a family porting into Las Vegas and receiving assistance for the first time, the family's income must be at or below the very low income limits for HACLV.**

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

HACLV Admin Plan

Reviewed by Abt & Associates for changes in 2005



## Chapter 4

### ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

#### **INTRODUCTION**

It is the HACLV's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.

This chapter explains the five local preferences which the HACLV has adopted to meet local housing needs, defines the eligibility criteria for the preferences and explains the HACLV's system of applying them.

By maintaining an accurate waiting list, the HACLV will be able to perform the activities that ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

HACLV will maintain separate waiting lists for all project-based programs. The same preferences used for all other waiting lists will be awarded to the applicants on the Project-Based Waiting List.

To promote voucher utilization and expand housing opportunities will use no more than 20 percent of its tenant-based allocation for project basing. No more than 25 percent of the units in a multifamily development may receive project-based voucher assistance unless the assisted units are made available to the elderly or disabled families or families receiving supportive services or a HUD waiver is received.

#### **A. WAIT LIST** [24 CFR 982.204]

The HACLV uses a single waiting list for admission to its Section 8 tenant-based assistance program.

Except for Special Admissions, applicants will be selected from the HACLV waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan.

The HACLV will maintain information that permits proper selection from the waiting list.

The waiting list contains the following information for each applicant listed:

Applicant Name

Family Unit Size (number of bedrooms family qualifies for under PHA subsidy standards)

Date and time of application

Qualification for any local preference

Racial or ethnic designation of the head of household

Disabled Applicant

Applicable income limit

**B. SPECIAL ADMISSIONS** [24 CFR 982.203, 982.54(d)(3)

If HUD awards a HACLV program funding that is targeted for specifically named families, the HACLV will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The HACLV maintains separate records of these admissions.

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

- a family displaced because of demolition or disposition of a public or Indian housing project;
- a family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- for housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
- a non-purchasing family residing in a HOPE 1 or HOPE 2 project.
- a family admitted due to a special funding allocation which does not require wait list placement such as Mainstream Voucher; Welfare to Work or Designated and Relocation Vouchers.

Applicants, who are admitted under Special Admissions, rather than from the waiting list, are identified by codes in the automated system. Additionally, projected based participants who are eligible to receive a tenant-based voucher after one year of tenancy, shall be provided with a voucher without placement on our waiting list, if funding is available and they have provided proper notice to their management company.

Copyright 1999 by Nan McKay & Associates

To be reprinted only with permission of Nan McKay & Associates

Unlimited copies may be made for internal use

Reviewed by Abt & Associates for changes in 2005

HACLV Admin Plan

**C. LOCAL PREFERENCES** [24 CFR 5.410]

The HACLV uses the following Local Preferences:

**Working Preference.** Families with at least one adult who is employed at least 20 hours per week or who are active participants in accredited educational and training programs designed to prepare the individual for the job market. This preference is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work. **30 points**

**Veteran preference** for veteran as defined by State law **6 points**

**Residency preference** for families who live, work or have at least one adult member who works or has been hired to work, or is enrolled full time in an accredited school/college in the jurisdiction. **5 points**

**Disabled veteran** or family of a veteran with a service-connected disability **5 points**

**Family of a deceased veteran** with a service-connected death – spouse only **4 points**

**D. INCOME TARGETING**

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the HACLV will reserve a minimum of seventy-five percent of its Section 8 new admissions for families whose income does not exceed 30 percent of the area median income. HUD refers to these families as “extremely low-income families.” The HACLV will admit families who qualify under the Extremely Low-Income limit to meet the income-targeting requirement, regardless of preference. HACLV may skip applicant on its waiting list to ensure it meets its goals of admitting at least 75% of applicants with incomes that do not exceed 30% of median income.

The HACLV’s income targeting requirement does not apply to low income families continuously assisted as provided for under the 1937 Housing Act.

The HACLV is also exempted from this requirement where the HACLV is providing assistance to low income or moderate-income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

**E. INITIAL DETERMINATION OF LOCAL PREFERENCE  
QUALIFICATION**

[24 CFR 5.415]

At the time of application, an applicant's entitlement to a Local Preference may be made on the following basis:

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

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

**F. TARGETED FUNDING [24 CFR 982.203]**

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by codes in the automated system. The HACLV received funding for the following "Targeted" Programs:

Mainstream for Persons with Disabilities

Family Unification Program

Welfare to Work

Section 8 Designated Housing for Non-Elderly Persons with Disabilities

Fair Share Voucher – Medicaid 1915 (c)

**G. PREFERENCE AND INCOME TARGETING ELIGIBILITY [24 CFR 5.410]**

**Change in Circumstances**

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the HACLV in writing when their circumstances change within 10 calendar days.

When an applicant claims an additional preference, s/he will be placed on the waiting list in the appropriate order determined by the newly claimed preference.

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

The HACLV will not merge its waiting lists. However, if the Section 8 waiting list is open when the applicant is placed on the public housing program, section 8 project-based, the HACLV must offer to place the family on its tenant-based assistance list.

**Other Housing Assistance** [24 CFR 982.205(b)]

Other housing assistance means a federal, State or local housing subsidy, as determined by HUD, including public housing.

The HACLV may not take any of the following actions because an applicant has applied for, received, or refused other housing: [24 CFR 982.205(b)]

- Refuse to list the applicant on the HACLV waiting list for tenant-based assistance;
- Deny any admission preference for which the applicant is currently qualified;
- Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under the HACLV selection policy; or
- Remove the applicant from the waiting list.

**H. ORDER OF SELECTION** [24 CFR 982.207(e)]

The HACLV's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the administrative plan.

The HACLV will utilize the preferences and points identified in Section C of this chapter. Among applicants with equal preference status, the waiting list will be organized by date and time.

Families will be selected to attend their briefing from the applicant pool that has been verified as certified eligible to participate in the Housing Choice Voucher Program.

**I. FINAL VERIFICATION OF PREFERENCES** [24 CFR 5.415]

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the HACLV will obtain necessary verifications of preference at the interview and by third party verification.

**J. PREFERENCE DENIAL [24 CFR 5.415]**

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

**K. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 982.204(c)]**

The Waiting List will be purged approximately every 12 months by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for confirmation of continued interest.

If an applicant fails to respond to a mailing from the HACLV, within the indicated timeframe on said notice, the applicant will be withdrawn. An extension of 10 calendar days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability. If the applicant did not respond to the HACLV request for information or updates because of a family member's disability, the HACLV will reinstate the applicant in the family's former position on the waiting list.

If a letter is returned by the Post Office, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Admissions Supervisor determines there were circumstances beyond the person's control. The following exceptions, if determined to exist, will be acceptable to warrant reinstatement: hospitalization or out of town.

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use  
Reviewed by Abt & Associates for changes in 2005

HACLV Admin Plan



## Chapter 5

### SUBSIDY STANDARDS

[24 CFR 982.54(d) (9)]

#### INTRODUCTION

HUD guidelines require that HACLV's establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards that will be used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, as well as the HACLV's procedures when a family's size changes or a family selects a unit size that is different from the Voucher.

#### A. DETERMINING FAMILY UNIT (VOUCHER) SIZE: 24 CFR 982.402

[24 CFR 982.402]- **Noted Changes would be effective August 2005**

The HACLV does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The HACLV's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years or older.

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, the HACLV assigns one bedroom to two people. ~~within the following guidelines:~~

~~Persons of different generations, persons of the opposite sex (other than spouses and co-heads), and unrelated adults should be allocated a separate bedroom.~~

~~Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under the age of 5). Exception to this may apply at annual recertification.~~

Foster children will be included in determining unit size only if they will be in the unit for more than 12 months.

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

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

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

A single pregnant woman with no other family members must be treated as a two-person family.

Single person families shall be allocated ~~one bedroom.~~ **A zero (0) size voucher.**

### GUIDELINES FOR DETERMINING VOUCHER SIZE

**The lowest bedroom size to comply with two persons per bedroom shall apply regardless of sex, or age.**

Voucher Size	Persons in Household	Persons in Household
	<u>(Minimum #)</u>	<u>(Maximum #)</u>
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

## **B. EXCEPTIONS TO SUBSIDY STANDARDS** [24 CFR 982.403(a) & (b)]

The HACLV shall grant exceptions from the subsidy standards if the family requests and the HACLV determines that the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

The HACLV will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

Verified medical or health reason; or

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

Verified need for additional room due to medical equipment.

### **Request for Exceptions to Subsidy Standards**

A disabled family may request a larger sized voucher than indicated by the HACLV's subsidy standards as a reasonable accommodation. Such request must be made in writing or other method needed by a person with a disability. Documentation verifying the need or justification will be required as appropriate.

The HACLV will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

Requests based on health-related reasons must be verified by a health professional.

## **C. CHANGES IN FAMILY COMPOSITION**

### **Changes for Applicants**

The voucher size is determined prior to the briefing by comparing the family composition to the HACLV subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of the HACLV subsidy standards, the above references guidelines will apply. Applicants must notify HACLV within **10 calendar days of any** changes in family composition. All changes must be submitted in writing or other method needed by a person with a disability to HACLV.

## Changes for Participants

The members of the family residing in the unit must be approved by the HACLV. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in that case the family must inform the HACLV within 10 calendar days in writing. Further, changes in household composition due to marriage must also be reported within 10 calendar days in writing or other method needed by a person with a disability to HACLV. The spouse, as with all additions to the program over 18 years of age, must be screened by HACLV. The new spouse's income will count, pursuant to 24 CFR 5.609 (a) (1) unless a legal separation or divorce has been submitted to HACLV. **Additionally, HACLV will not issue a larger voucher size due to addition of family members other than by birth, adoption or court awarded custody unless as a reasonable accommodation for a disabled family member.**

## Under housed and Over housed Families

If a unit does not meet HQS space standards due to an increase or decrease in family size, (unit too small) **or the family no longer meets the HACLV's occupancy standards, the HACLV** will issue a new voucher of the appropriate size, at annual recertification date if the addition to the unit has been approved by HACLV or is due to a birth of a child/ren and if they family requests the increase. **HACLV shall not approve additions to the unit that would result in the family being underhoused unless due the addition is due to a birth, adoption, foster child, court awarded custody or live-in aide** If the increase in family size results in the assisted unit failing HQS space standards, HACLV shall issue a larger voucher at the family's request at their annual recertification date. The HAP shall be terminated as of the anniversary date of the contract. ~~Separate bedrooms shall be allocated for persons of the opposite sex (other than adults who have spousal relationships) including children under the age of five if the head of household requests an increase in the voucher size at their annual re-certification or the PHA adjust the voucher size at the annual or transfer to another to unit to ensure compliance with our occupancy standards (either up or downward).~~ Additionally, HACLV will not issue a larger voucher size due to addition of family members other than by birth, adoption or court awarded custody.

The HACLV will also notify the family of the circumstances under which an exception will be granted, such as:

If a family with a disability is underhoused in an accessible unit.

If a family requires the additional bedroom because of a health problem that has been verified by the HACLV.

## D. HACLV ERROR IN DETERMINING VOUCHER SIZE

If the HACLV errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size so that the family is not penalized. **At the next annual re-examination or move the family's voucher size shall be adjusted to the requirements of HACLV's occupancy standards.**

**E. UNIT SIZE SELECTED** [24 CFR 982.402(c)]

The family may select a different size dwelling unit than that listed on the Voucher. There are three criteria to consider:

Subsidy Limitation: The family unit size as determined for a family under the HACLV subsidy standard for a family assisted in the voucher program is based on the HACLV's adopted payment standards. The payment standard for a family shall be the lower of:

The payment standard amount for the family unit size; or

The payment standard amount for the unit size rented by the family.

Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.

Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

**\* HQS GUIDELINES FOR UNIT SIZE SELECTED**

	<b>Maximum # <u>in Household</u></b>
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

HACLV Admin Plan

Reviewed by Abt & Associates for changes in 2005



## Chapter 6

### FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

[24 CFR Part 5, Subparts E and F; 982.153, 982.551]

#### **INTRODUCTION**

The HACLV will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission and reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The HACLV's policies in this Chapter address those areas which allow the HACLV discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

#### **A. INCOME AND ALLOWANCES** [24 CFR 5.609]

Income: Includes all amounts monetary or not received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be included and what is to be excluded in the federal regulations. In accordance with this definition, all income that is not specifically excluded in the regulations is counted. This includes all earned income and regular monetary and non-monetary gifts and contributions. Gifts of less than two (2) months will not be counted and will be considered as sporadic income. Gifts of more than two months even when from different sources will be counted as income.

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

Adjusted Income is defined as the Annual income minus the statutory HUD deductions.

HUD has five deductions from Annual Income:

Dependent Deduction: \$480 each for family members (other than the head or spouse, live-in aide, foster children or foster adult) who are minors under the age of 18, and for family members who are 18 and older who are full-time students or who are disabled.

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

Unreimbursed Medical Expenses: Deducted for all family members of an eligible elderly/disabled family.

Child Care Expenses: Deducted for the care of children under 13 when child care is necessary to allow an adult member to work, attend school, or actively seek employment.

Unreimbursed Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

## **B. MINIMUM RENT [24 CFR 5.616]**

### **Minimum Rent**

"Minimum rent" is \$50.00 which will be effective October 1, 2003 or the next scheduled annual on or after October 1, 2003. Minimum rent refers to the Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied. Minimum rent shall be applied in accordance with HACLV's minimum rent procedures and applicable HUD rules.

### **HACLV's Notification to Families of Right to Hardship Exception**

The HACLV will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of Total Tenant Payment, which is the greatest of 30% of monthly adjusted income, 10% of monthly income, minimum rent or was the applicable calculation in the pre-merger Voucher program.

HACLV staff will include a copy of the notice regarding hardship request provided to the family in the family's file.

Requests for minimum rent exception must include a statement of the family hardship that qualify the family for an exception. The HACLV notification will advise families that hardship exception determinations are subject to HACLV review and hearing procedures.

All requests for minimum rent hardship exceptions are required to be in writing or other method needed by a person with a disability. The HACLV will request documentation as proof of financial hardship. The HACLV will review all family requests for exception from the minimum rent due to financial hardships.

The HACLV will use its standard verification procedures to verify circumstances that have resulted in financial hardship.

### **HUD Criteria for Hardship Exception**

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

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

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

The income of the family has decreased because of changed circumstances, including:

Loss of employment

Death in the family

Other circumstances as determined by the PHA or HUD

### **Suspension of Minimum Rent**

The HACLV will grant the minimum rent exception to all families who request it, effective the first of the following month.

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

Covered by statute

Temporary or long term

Suspension means that the HACLV must not use the minimum rent calculation until the PHA has made this decision.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

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

### **Temporary Hardship**

If the HACLV determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

The HACLV will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period. (See Chapter 18 for Repayment Agreement policy).

### **Long-Term Duration Hardships** [24 CFR 5.616(c) (3)]

If the HACLV determines that there is a qualifying long-term financial hardship, the HACLV must exempt the family from the minimum rent requirements. This does not necessarily mean the family pays no rent at all. Rather it means the family will be required to pay the higher of 30 percent of adjusted monthly income or 10 percent of monthly income in TTP.

### **Retroactive Determination**

The HACLV will reimburse the family for any minimum rent charges which took effect after October 21, 1998, and prior to the above hardship policy effective date, that qualified for one of the mandatory exceptions.

If the family is owed a retroactive payment, the HACLV will provide reimbursement in the form of a cash refund to the family.

The HACLV's definition of a cash refund is a check made out to the family.

### **C. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT** [24 CFR 5.609 (a) (1), 982.551]

The HACLV must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the HACLV must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease in compliance with 24 CFR 5.609 (a) (1).

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

It is the responsibility of the head of household to report changes in family composition in writing or other method as needed for disabled persons within 10 calendar days of the change, including marriages. The HACLV will evaluate absences from the unit using this policy. Permanently absent shall be defined as separated, divorced, placed in nursing home or incarcerated for more than 90 days.

### **Absence of Any Member**

Any member of the household will be considered permanently absent if s/he is away from the unit for more than three consecutive months or as otherwise provided in this Chapter. Under no circumstances can the entire family be absent from the unit for more than 180 calendar days. 24 CFR 982.312

### **Absence due to Medical Reasons**

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HACLV will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

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

### **Absence Due to Full-time Student Status**

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

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Voucher size. No more than \$480 of earned income will be included and the dependent deduction shall be given.

### **Absence Due to Incarceration**

If the sole member is incarcerated for more than three consecutive months, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for three consecutive months.

The HACLV will determine if the reason for incarceration is for drug-related or violent criminal activity and, if so, will terminate assistance to the family (see Chapter 15. Denial and Termination of Assistance.)

### **Absence of Children due to Placement in Foster Care**

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

If the time period is to be greater than three consecutive months from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the HACLV's subsidy standards.

### **Absence of Entire Family**

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

Families are required both to notify the HACLV and their manager/owners in writing before they move out of a unit and to give the HACLV information about any family absence from the unit.

Families must provide written notification to the HACLV at least 5 calendar days before leaving the unit if they are going to be absent from the unit for more than 30 consecutive days.

**If the entire family is absent from the assisted unit for more than 90 consecutive days, except for Absence Due to Medical Reasons, the unit will be considered to be vacated and the assistance will be terminated. Under no circumstance can the entire family be absence for more than 180 consecutive calendar days for any reason. (24CFR 982.312 (a)).**

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the HACLV do one or more of the following items:

Write letters to the family at the unit

Telephone the family at the unit

Interview neighbors or landlords

Special HQS inspection

Interview landlord

Verify if utilities are in service

Check with the post office

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

If the absence which resulted in termination of assistance was due to a person's disability, and the HACLV can verify that the person was unable to notify the HACLV in accordance with the family's responsibilities, and if funding is available, the HACLV may reinstate the family as an accommodation if requested by the family, as long as the period was within 180 days.

### **Caretaker for Children**

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HACLV will treat that adult as a visitor for the first 90 calendar days.

If, by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HACLV will review the status at 30 calendar day intervals.

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

If custody is awarded for a limited time in excess of stated period, the HACLV will state in writing that the transfer of the Voucher is for that limited time or as long as they have custody of the children. The HACLV will use discretion as deemed appropriate in determining any further assignation of the Voucher on behalf of the children.

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

HACLV must receive court awarded guardianship or custody within 365 calendar days or must withdraw the assistance.

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

If a member of the household is subject to a court order that restricts him/her from the home for more than 180 days, the person will be considered permanently absent and the voucher shall be terminated for the entire family.

### **Unauthorized Residents : 24 CFR 551(h)(2)**

Only family members, listed on the HUD 50058 are permitted to reside in the assisted unit. Adults who reside in the assisted unit, for more than thirty (30) consecutive days or for a minimum period of sixty (60) consecutive days during a twelve (12) month period and are not listed on the HUD 50058 form, will be deemed unauthorized residents, unless the HACLV has provided prior approval and is in the process of said resident being evaluated for eligibility.

A family will be permitted to demonstrate that the person is not an unauthorized resident by submitting at least one of the following:

1. A recent utility bill (i.e. water, gas, power and/or telephone) evidencing the person's name and address;
2. A written notarized statement from the landlord or neighbors of the person;
3. A legible copy of the person's current driver's license or State identification or vehicle registration.

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

### **Minors and College Students:**

Minors and college students who were part of the family but who now live away from home during the school year **and** are no longer on the lease may visit for up to 180 days per year.

### **Joint Custody of Minors:**

If a family has joint or shared custody of a minor, and that child lives in the assisted unit for less than 180 days per year, said minor will be considered a visitor for purposes of determining household composition.

### **Reporting Additions to Owner and HACLV**

Reporting changes in household composition to the HACLV is both a HUD and a PHA requirement. All changes must be submitted in writing or other method needed by a disabled person.

The family obligations require the family to inform the HACLV of the birth, adoption or court-awarded custody of a child within 10 calendar days, in writing or other method as needed by a disabled person.

The family must request prior approval of other additional household members in writing within 10 calendar days of the move-in date. If the family does not obtain prior written approval from the HACLV, any person the family has permitted to move in will be considered an unauthorized household member. This includes reporting marriages to your landlord/manager and HACLV in writing or other method as needed by a disabled person within ten (10) calendar days of said marriage.

If a visitor continues to reside in the unit after the maximum allowable time, the family must report it to the HACLV in writing within 10 calendar days of the maximum allowable time.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

### **Reporting Absences to HACLV**

If a family member leaves the household, the family must report this change to the HACLV, in writing, within 10 calendar days of the change and certify as to whether the member is temporarily absent or permanently absent. Additionally, prior to the family leaving the unit for more than 30 days they must notify HACLV in writing or other method as needed for a disabled person.

The HACLV will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy.

### **Guardianship**

HACLV will not accept temporary guardianship for the purpose of dependent deductions and/or occupancy subsidy unless: (1) Court awarded guardianship or custody is received within 365 calendar days of the date the child has been reported as moving into the unit, and (2) HACLV's temporary guardianship form has been completed and submitted. The tenant/participant must provide staff with a court document to verify court awarded custody or guardianship within 365 calendar days or remove the child from the unit.

### **D. AVERAGING INCOME**

When Annual Income cannot be anticipated for a full twelve months, the HACLV may average known sources of income that vary to compute an annual income.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so as to reduce the number of interim adjustments.

#### **Child Support Determination of Adjusted Income:**

- 1. When funds are received every month, HACLV shall add the total of all payments listed. The total shall then be considered anticipated income.**

2. When verification documents from the DA office indicated no payment for more than 30 days from the date of the printout (upon receipt of verification), no income will be anticipated from child support. Participants are required to report all changes within 10 calendar days in writing including when child support is not received and/or starts.
3. When verification shows months of zero payments (in between payments), staff shall total all payments, then divide by total months(including months not received). This amount shall then be multiplied by 12 to get anticipated child support. This is not done if no payment has been received in last most recent two months. Then you would use step 2.

#### **E. MINIMUM INCOME**

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 180 calendar days that will be verified with all federal, state and local agencies and other sources, as appropriate, including credit checks, to verify income sources, and an interim will be submitted to MTCS.

Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, and other subsistence of expenses in writing. HACLV will require paid utility bills for three months to be submitted at interim evaluations for participants claiming zero income. Any amount of utility bill payments over the amount of their Utility Reimbursement Payment, will be averaged, annualized and counted as income. HACLV will also verify no other income has been received via third party verification at the 180 interim examinations.

**If the family's expenses exceed their known income, the HACLV will make inquiry of the head of household as to the nature of the family's resources and/ terminate the family for fraud, if this occurs after signing a continued occupancy form; interim notice or a 2<sup>nd</sup> zero income certification. The first time incorrect zero incomes are reported, HACLV shall count paid utility bills and educate the family. No repayment agreements shall be offered for future zero income participants that fail to report "ALL" income.**

#### **F. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME**

[24 CFR 982.54(d) (10)]

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HACLV will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member after 180 days or when doctor certification of length of absence is received, whichever comes first.

#### **G. REGULAR CONTRIBUTIONS AND GIFTS** [24 CFR 5.609]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the tenant share of the rent.

Any contribution or gift received for two consecutive months or more will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. Sporadic income is defined as contributions of monetary gifts for less than 2 months within a calendar year and not made for two consecutive months. Additionally, sporadic income will be defined as earned income of less than 5 hours per month for no more than two consecutive months. (See Chapter on "Verification Procedures" for further definition.)

If the family's expenses exceed its known income, the PHA will question the family about contributions and gifts.

#### **H. ALIMONY AND CHILD SUPPORT** [24 CFR 5.609]

Regular alimony and child support payments are counted as income for calculation of the family's share of the rental payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the HACLV will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

The HACLV will accept verification that the family is receiving an amount less than the award if:

The HACLV receives verification from the agency responsible for enforcement or collection.

The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

## **I. LUMP-SUM RECEIPTS** [24 CFR 5.609]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments that have accumulated due to a dispute will be treated the same as periodic payments that are deferred due to delays in processing.

To determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt, the HACLV will calculate retroactively.

### **Retroactive Calculation Methodology**

The HACLV will go back to the date the lump-sum payment was received but never further back than the date of admission.

The HACLV will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the HACLV.

At the HACLV's option, the HACLV may enter into a Payment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

### **Attorney Fees**

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

## **J. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS** [24 CFR 5.603(d)]

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

**K. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE**

[24 CFR 5.603(d) (3)]

The HACLV must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The HACLV will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcies are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The HACLV's minimum threshold for counting assets disposed of for less than Fair Market value is \$1000. If the total value of assets disposed of within a one-year period is less than \$1000, they will not be considered an asset. Income from assets disposed of for less than Fair Market value will be imputed for two years from the date of divestiture.

**L. CHILD CARE EXPENSES** [24 CFR 5.603]

Unreimbursed child care expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment.

In the case of a child attending private school, only after-hours care can be counted as a child care expense.

Allowability of deductions for child care expenses is based on the following guidelines:

**Child care to work:** The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

**Child care for school:** The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school. Reasonable time shall be defined as a maximum of 1 hour each way.

**Amount of Expense:** The HACLV will survey the local care providers in the community/collect data as a guideline. If the hourly rate materially exceeds the guideline, the PHA may calculate the allowance using the guideline. **HACLV will also allow one-hour for travel time.**

**M. MEDICAL EXPENSES** [24 CFR 5.609(a) (2), 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts and staff must attempt to get third party verification from a doctor or professional service provider.

Accupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

**N. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES** [24 CFR 5.520]

**Applicability**

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

**Prorated Assistance Calculation**

Prorated assistance is calculated by determining the amount of assistance that would be payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.

**O. REDUCTION IN BENEFITS**

See Chapter 12, Section "E," for Income Changes Resulting from Welfare Program Requirements.

**P. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS**  
[24 CFR 982.153, 982.517]

The same Utility Allowance Schedule is used for all tenant-based programs.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

The HACLV's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards. The utility allowance is based on the actual unit size selected.

The HACLV may not provide any allowance for non-essential utility costs, such as costs of cable, satellite television or telephone services.

The HACLV must classify utilities in the utility allowance schedule according to the following general categories: space heating, air conditioning, cooking, water heating, water, sewer, trash collection; [other electric,] refrigerator (for tenant supplied refrigerator), range (cost of tenant-supplied range); and other specified services.

The HACLV will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. HACLV's Board of Commissioners must approve said change. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination after Board Approved effective date.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family, the HACLV will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant.

HACLV will retain copies of all Utility Allowance Schedules.

**Q. DEDUCTIONS FROM ANNUAL INCOME –Mandatory Earned Income  
Dissallowance (MEID)**

For persons with disabilities, the incremental earnings due to employment during a cumulative 12-month period following the date of initial hire shall be excluded. This exclusion is only available to the following families:

1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours per week at the established minimum wage) for one or more years.
2. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.
3. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program receiving any amount of cash grant or in kind services worth least than \$500.00.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income. This disallowance only is in effect while the individual is actually working. If the person stops work for any reason, the disallowance is suspended until they go to work again. The disallowance of increased income if an individual family member is limited to a lifetime 48-month period. We maximum cumulative exclusion over the 48-month period is 12 months for the 100% exclusion and 12 of 50% exclusion.

## **R. Determining Income and Rent:**

### **a. Annual Income 24 CFR § 5,609**

HACLV shall use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below shall be used.

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

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in

determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;

4. If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;
5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts (See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.);
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);
7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

**b. Excluded Income 24 CFR § 5.609**

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. *Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);*

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

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide provided the person meets the definition of a live-in aide.
6. The full amount of student financial assistance paid directly to the student or the educational institution;

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
  - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
  - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
  - d. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
  - e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the PHA;
9. Temporary, non-recurring, or sporadic income (including gifts);
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:

- a. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
  - b. During the 12 month period beginning when the member first qualifies for a disallowance, the PHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
  - c. Regardless of how long it takes a resident to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
  - d. The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed);
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
  15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
  16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and
  17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

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

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; **7 USC 2017 (h)**
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; **42 USC 5044 (g), 5088;**
- c. Examples of programs under this Act include but are not limited to:
  - the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;

- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs; and
  - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE);
- d. Payments received under the Alaska Native Claims Settlement Act; **43 USC.1626 (a)**
  - e. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes; **25 USC. 459e**
  - f. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; **42 USC 8624 (f)**
  - g. Payments received under programs funded in whole or in part under the Job Training Partnership Act; **29 USC 1552 (b)**
  - h. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; **P. L. 94-540, 90 State 2503-04**
  - i. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **25 USC 1407-08**, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and **25 USC 117b, 1407**
  - j. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs: **20 USC 1087(u)**
    - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships;
  - k. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC 3056 (f)**
    - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayors, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb;
  - l. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
  - m. Payments received under Maine Indian Claims Settlement Act of 1980; **P.L. 96-420,94 Stat. 1785**
  - n. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and

Development Block Grant Act of 1990; **42 USC 9858(q)**

- o. Earned income tax credit refund payments received on or after January 1, 1991; **26 USC 32 (j)**
- p. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- q. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- 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 Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
- t. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

**c. Anticipating Annual Income 24 CFR § 5.609(d)**

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

**d. Adjusted Income (24 CFR § 5.611)**

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

**For All Families**

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by PHA when the expense is incurred to permit education or to seek employment.
2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.

3. **Work-related Disability Expenses** — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

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

**For elderly and disabled families only:**

4. **Medical Expense Deduction** — A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by PHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

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



## Chapter 7

### VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 982.108]

#### **INTRODUCTION**

HUD regulations require that the application/reexamination information related to eligibility, waiting list position (preferences), and Total Tenant Payment/Family share be verified by the HACLV. HACLV staff will obtain written or electronic up front verification from independent sources whenever possible and will use third party oral verification when written or electronic sources are not available and will only rely on reviewing documents provided by applicants and participants only when no third party source can be used. Staff shall document the applicants/participant's file narrative whenever third party written or electronic verifications are unavailable and secondary verification is therefore used.

Applicants and program participants must provide true and complete information to the HACLV whenever information is requested. The HACLV's verification requirements are designed to maintain program integrity. This Chapter explains the HACLV's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The HACLV will obtain proper authorization from the family before requesting information from independent sources.

#### **A. METHODS OF VERIFICATION AND TIME ALLOWED** [24 CFR 982.516]

The HACLV will verify information through the four methods of verification acceptable to HUD in the following order:

1. Upfront Verification
2. Third-Party Written
3. Third-Party Oral
4. Review of Documents
5. Certification/Self-Declaration

The HACLV will allow twenty-one (21) calendar days for the return of third-party verifications. If the HACLV determines that third party is not a verification method that can be used because of the type of income or expense, any other method of verification will have to be provided by the family within 14 calendar days. The HACLV will document the file as to why third party written verification was not used and after attempting oral verification and documenting the file

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

HACLV Admin Plan

narratives (and completing an oral form when information is provided) use secondary verification.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, they are valid for 120 days from date of receipt.

### **Third-Party Written Verification**

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail or fax. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

**Third party verification forms, other than Social Security Award letters, will not be hand carried by the family under any circumstances.**

The HACLV will accept verifications in the form of computerized printouts, showing payments, faxed, mailed or received via upfront verification systems directly from the following agencies:

Social Security Administration -TASS

Veterans Administration

Welfare Assistance

Unemployment Compensation Board

City or County Courts

Other State and Federal Offices, including HUD.

The HACLV will use computer printouts received directly from the family for calculation only after attempting third party verification and attempting oral verification, except for social security verification for applicants. Staff will also send requests for third party written verifications to the source. A copy of the third party request will be maintained in the file. **Staff must attempt third party verification and must document why third party was not used. If the family disputes the information provided by the third party the staff is to seek further clarification by phone with the third party. The information provided by the 3<sup>rd</sup> party is to prevail.**

### **Third-Party Oral Verification**

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete an Oral Verification/Review of Documents form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the HACLV will compare the information to any documents provided by the Family. If provided by telephone, the HACLV must originate the call.

### **Review of Documents**

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 21 calendar days, the HACLV will notate the file narrative accordingly; ensure copies of documents requiring the third party verification are in file. Oral third party verification should be attempted prior to utilizing documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete an Oral Verification/Review of Documents form.

The HACLV will accept the following documents from the family provided that the document is such that tampering would be easily noted:

Printed wage stubs

Computer printouts from the employer

Signed letters (provided that the information is confirmed by phone)

Other documents noted in this Chapter as acceptable verification

Although these documents will be accepted, the HACLV will also mail third party verifications to the source and use these documents only after there has been no response to the third party verification method.

The HACLV will accept faxed documents.

The HACLV will accept mail from the third party source.

The HACLV will not accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the HACLV will utilize the third party verification.

The HACLV will not delay the processing of an application beyond 21 calendar days, except screening for criminal history, because a third party information provider does not return the verification in a timely manner.

### **Self-Certification/Self-Declaration**

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification. Self-certification means a statement under penalty of perjury, and the signature must be witnessed by HACLV staff.

### **B. RELEASE OF INFORMATION** [24 CFR 5.230]

Adult family members (age 18 and older) will be required to sign the HUD 9886 Release of Information/Privacy Act form. In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice. Additional release forms as developed by HACLV are considered required forms that all applicants and participants must also sign.

Each member requested to consent to the release of specific information will be provided with appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the HACLV or HUD.

### **C. COMPUTER MATCHING**

Where allowed by HUD and/or other State or local agencies, computer matching will be done for upfront verifications.

The HACLV will utilize the HUD established computer-based Tenant Eligibility Verification System (TEVS) for obtaining Social Security benefits, Supplemental Security Income, benefit history and tenant income discrepancy reports from the Social Security Administration.

When computer matching results in a discrepancy with information in the HACLV records, the HACLV will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, HACLV will follow the procedures in the Program Integrity Addendum of the Administrative Plan.

### **D. ITEMS TO BE VERIFIED** [24 CFR 982.516]

All income not specifically excluded by the regulations.

Full-time student status including High School students who are 18 or over.

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

HACLV Admin Plan

Current assets including assets disposed of for less than fair market value in preceding two years.

Child care expense where it allows an adult family member to be employed or to further his/her education.

Total un-reimbursed medical expenses of all family members in households whose head or spouse is elderly or disabled.

Un-reimbursed disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family that allows an *adult* family member to be employed.

Disability for determination of preferences, allowances or deductions.

Eligible immigrant status

Social Security Numbers for all family members over 6 years of age or older who have been issued a social security number.

"Preference" status

Familial/Marital status when needed for head or spouse definition to determine deductions.

Verification of sanctions by the Nevada Office of Human Services that TANF benefits have been reduced for either welfare fraud or failure to comply with economic self-sufficiency requirements:

The HACLV will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency requirements *before* denying the family's request for rent reduction. The verification will include the amount of the sanction and the duration.

#### **E. VERIFICATION OF INCOME** [24 CFR 982.516]

This section defines the methods the HACLV will use to verify various types of income.

#### **Employment Income**

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year to date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.
2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings. At least pay stubs are required when third party verification cannot be obtained.
3. W-2 forms plus income tax return forms.
4. Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, HACLV will require the most recent federal income tax statements.

### **Social Security, Pensions, Supplementary Security Income (SSI), Disability Income**

Acceptable methods of verification include, in this order:

1. TEVS/TASS
2. Benefit verification form completed by agency providing the benefits.
3. Award or benefit notification letters prepared and signed by the providing agency that is no more than 60 days old.

### **Unemployment Compensation**

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.
3. Payment stubs

## **Welfare Payments or General Assistance**

Acceptable methods of verification include, in this order:

1. Written statement from payment provider indicating the amount of grant/payment, start date of payments, family members, and anticipated changes in payment in the next 12 months.
2. Computer-generated Notice of Action.

## **Alimony or Child Support Payments**

Acceptable methods of verification include, in this order:

1. Print out received via 3<sup>rd</sup> party verification from the DA's office.
- 2.. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
3. A third party verification form completed by the person paying the support.
4. A letter from the person paying the support.
5. Copy of latest check and/or payment stubs from Court Trustee. PHA must record the date, amount, and number of the check if not photocopied.
6. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A self-certification from the family indicating the amount(s) received.

A welfare notice of action showing amounts received by the welfare agency for child support.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

## **Net Income from a Business**

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

HACLV Admin Plan

In order to verify the net income from a business, HACLV will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:

Schedule C (Small Business)

Schedule E (Rental Property Income)

Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.
3. Credit report or loan application.
4. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
5. Family's self-certification as to net income realized from the business during previous years.

### **Child Care Business**

HACLV will send out its Child Care Verification form when childcare expenses are being verified. This form must be completed with all questions answered and returned by mail or fax to our agency. This form will be the only childcare verification form acceptable by our agency. Private childcare providers that do not have tax identification numbers must complete the section of the form that requests their social security numbers.

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the HACLV will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone

number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

If childcare services were terminated, a third-party verification will be sent to the parent whose child was cared for.

### **Recurring Gifts**

The family must furnish a self-certification, which contains the following information:

The person who provides the gifts

The value of the gifts

The regularity (dates) of the gifts

The purpose of the gifts

### **Zero Income Status**

Families who report zero income are required to complete a written certification every 180 calendar days. Third party verification will be requested from federal, state, local agencies and as appropriate, credit checks shall also be submitted to verify income sources. An interim will be completed and submitted to MTCS. Family members age 18 and older that report zero income will also have verification completed at these agencies

Families that report zero income will be required to provide written information regarding their means of basic subsistence, such as food, utilities, transportation, and other expenses. All participants reporting zero income will also be required to submit to HACLV a utility history of paid bills for a period of at least three months for all utilities paid by the family as noted in the lease and HAP contract. The payments which will be averaged, annualized and the amount minus any utility reimbursement payment (URP) will be counted as income. **If upon completion of future continued occupancy forms or interim reporting notices, the family completes fails to disclose income (including money provided to the family to pay utilities and/or household family support) the family shall be terminated from the program for committing fraud.**

### **Full-time Student Status**

Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by students is not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

## **F. INCOME FROM ASSETS** [24 CFR 982.516]

### **Savings Account Interest Income and Dividends**

Acceptable methods of verification include, in this order:

1. Account statements, passbooks, certificates of deposit, or HACLV verification forms completed by the financial institution.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family and the cost to convert the investment to cash. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution provided that the HACLV must adjust the information to project earnings expected for the next 12 months.

### **Interest Income from Mortgages or Similar Arrangements**

Acceptable methods of verification include, in this order:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

### **Net Rental Income from Property Owned by Family**

Acceptable methods of verification include, in this order:

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.

3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

## **G. VERIFICATION OF ASSETS**

### **Family Assets**

The HACLV will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate taxes statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

### **Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification**

For all certifications and re-certifications, the HACLV will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible. Family certification will be accepted if no other verification is possible.

## **H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**

[24 CFR 982.516]

### **Child Care Expenses**

HACLV will send out our childcare verification form when child care expenses are being verified. This form must be completed with all questions answered and returned by mail or fax. This form will be the only verification childcare form acceptable by our agency. Private childcare providers that do not have tax identification numbers must complete the section that requests their social security numbers.

Written verification from the person who receives the payments is required. If the child care provider is licensed, the provider is required to provide their Employment Identification Number.

Verifications must specify the child care provider's business or individual name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

### **Medical Expenses**

Eligible families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Written verification by an eye doctor, optician, otolaryngologist, hearing aide provider, or other medical practitioner or provider of medical equipment of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written verification from a medical lab, provider or oxygen, blood products, or other specialized medical supplies of (a) the anticipated medical costs to be incurred by the family and regular payments will be reimbursed by insurance or a government agency.

Written verification from the provider of medical equipment such as hospital bed, scooter, wheelchair, commode, artificial limbs, etc. of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted:

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HACLV may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year. HACLV must attempt to get verification of need from a medical professional.

The HACLV will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

### **Assistance to Persons with Disabilities** [24 CFR 5.611(c)]

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

HACLV Admin Plan

Reviewed by Abt & Associates for changes in 2005

In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

**I. VERIFYING NON-FINANCIAL FACTORS** [24 CFR 982.153(b) (15)]

**Verification of Legal Identity**

In order to prevent program abuse, the HACLV will require applicants to furnish verification of legal identity for all adult family members.

The documents listed below will be considered acceptable verification of legal identity for adults, as long as they include a picture of the individual. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Current, valid Driver's license

U.S. passport

Department of Motor Vehicles Identification Card

Validated Sheriff Card

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

HACLV Admin Plan

Clark County Heath Card with valid photo ID

An original Certificate of Birth is required for all minors. Other documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Adoption papers

Custody agreement

School records

Hospital Birth Certifications

**Verification of Marital Status (for purposes of meeting Spouse definition)**

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

**Familial Relationships**

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

Verification of guardianship is:

Court-ordered assignment

Affidavit of parent

Verification from social services agency

Self-certification of temporary guardianship – cannot exceed 365 calendar days

**Verification of Permanent Absence of Family Member**

If an adult member who was formerly a member of the household or was never reported and identified by staff as being a spouse and is reported permanently absent by the family, the HACLV will consider any of the following as verification:

Husband or wife institutes divorce action

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

### **Verification of Change in Family Composition**

The HACLV may verify changes in family composition (either reported or unreported) through one or more of the following actions: letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

### **Verification of Disability**

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format. The definition of disability to be used to qualify a family for the Elderly/Disabled family deduction or the deduction for un-reimbursed medical expense in the public housing definition, not the 504/ADA Civil Rights definition. Both definitions may be found in the Glossary.

### **Verification of Citizenship/Eligible Immigrant Status [24 CFR 5.508, 5.510, 5.512, 5.514]**

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Acceptable documentation will include at least one of the following original documents:

HUD - 214 form signed to declare citizenship status

Resident alien/registration card

Social Security card

Other appropriate documentation as determined by the HALVA

Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

### **Time of Verification**

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination.

The HACLV will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.

For family members added after other members have been verified, the verification occurs upon approval of additional person by the HACLV.

Once verification has been completed for any covered program, it shall be verified annually unless their eligibility immigration status changes to permanent resident. In the case of port-in families, if the initial PHA does not supply the documents, the HACVL must conduct the determination and/or when the HACLV notes a Resident Alien Card with an expiring date or no date of expiration.

### **Acceptable Documents of Eligible Immigration**

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal use

HACLV Admin Plan

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

If the PHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for 24 months, unless the ineligible individual has already been considered in prorating the family's assistance.

### **Verification of Social Security Numbers** [24 CFR 5.216]

Social security numbers must be provided as a condition of eligibility for all family members age 6 and over if they have been issued a number. Verification of social security numbers will be done through a social security card issued by the Social Security Administration. If a family member is age six or older, the head of household must sign a certification stating that a social security number has never been issued and agree to provide HACLV with a copy within 21 days of the card being issued, if ever issued a social security number. If an adult member does not have a social security number issued, the adult member of the household must sign and execute the required form. As a reasonable accommodation for disabled participants, HACLV will accept copies of Social Security Award Letters or Medicare Card. HACLV will provide an extension up to 15 calendar days to provide documents and extend this deadline up to another 30 days for elderly and disabled applicants/tenants or participants.

### **Medical Need for Larger Unit**

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional as a reasonable accommodation for a disabled family member.

## **J. VERIFICATION OF WAITING LIST PREFERENCES** [24 CFR 5.410-5.430]

### **Residency Preference:**

For families who live, work or have been hired to work in the jurisdiction of the HACLV. Families must provide proof of residency to qualify for this preference such a Nevada Issued driver's license or lease for a unit within Clark County.

The signature on the application will serve as self-certification for the residency preference. In cases where there is questions regarding eligibility to go portable, HACLV may request additional verification such as a Nevada Driver License or Identification card issued on or prior to the date of application, employment records, school records, social security award letters or welfare eligibility letter addressed to the applicant's Las Vegas address at or before the time of application.

**Veterans' preference:** This preference is available to current member of the U.S. Military Armed Forces, veterans, or surviving spouses of veterans.

The HACLV will require U.S. government documents which indicate that the applicant qualifies under the above definition.

**Working preference:**

Families with at least one adult who is employed at least 20 hours per week: Employment will be verified.

Families with active participants in accredited educational and training programs designed to prepare the individual for the job market: The HACLV will require a statement from the agency or institution providing the education or training.

Elderly families: head or spouse 62 years of age or older

Families whose head is receiving income based on their inability to work: An Award letter or other proof of eligibility for Social Security Disability or Supplemental Security Income will be acceptable for the receipt of income based on their inability to work.

Families whose head, spouse, or sole member is a person with disability and who is certified to be unable to work whether or not they receive income on this basis. The definition of person with disability for this preference is the public housing program definition.

**K. Section 214 Declarations:**

Pursuant to Section 214 of the 1980 Housing and Community Development Amendments, all applicants and participant households must provide a declaration of citizenship or eligible immigration status.



## Chapter 8

### VOUCHER ISSUANCE AND BRIEFINGS

[24 CFR 982.301, 982.302]

#### **INTRODUCTION**

The HACLV's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the HACLV will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, HACLV procedures, and how to lease a unit. The family will also receive a briefing packet that provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

#### **A. ISSUANCE OF VOUCHERS** [24 CFR 982.204(d), 982.54(d) (2)]

When funding is available, the HACLV will issue Vouchers to applicants whose eligibility has been determined. The number of Vouchers issued will be designed to ensure that the HACLV stays as close as possible to 100 percent lease-up and maximizes HACLV annual budget authority. The HACLV performs a monthly calculation manually to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent the HACLV can over-issue (issue more Vouchers than the budget allows to achieve lease-up because some families will not lease).

The HACLV may over-issue Vouchers only to the extent necessary to meet leasing goals. All Vouchers that are over-issued must be honored. If the HACLV finds it is over-leased, it must adjust future issuance of Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

## **B. BRIEFING TYPES AND REQUIRED ATTENDANCE** [24 CFR 982.301]

### **Initial Applicant Briefing**

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in groups and individual meetings. Families who attend group briefings and still have the need for individual assistance will be referred to their assigned Occupancy Specialist.

Briefings may be conducted in English. Briefings will also be conducted in Spanish, as requested prior to the briefing date and time and may be one-on-one. As noted in the policy on individuals with Limited English Proficiency, if any eligible population group grows enough, briefings will be conducted ( and material provided) in other languages as well.

The purpose of the briefing is to explain how the program works and the documents in the Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers. In order to receive a voucher, the family must attend a briefing. If the applicant fails to attend their first briefing appointment, a second and final appointment shall be scheduled. If the applicant does not attend the second appointment, the applicant shall be withdrawn.

The HACLV will not issue a Voucher to a family unless the household representative has attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend the **scheduled** briefing, without prior notification and approval of the HACLV, may be denied admission based on failure to supply information needed for certification. The HACLV will conduct additional or individual briefings for families with verified disabilities at their home, upon request by the family, if required as a reasonable accommodation.

### **Briefing Packet** [24 CFR 982.301(b)]

The documents and information provided in the briefing packet for the Voucher program will comply with all HUD requirements. The HACLV also includes other information and/or materials, which are not required by HUD.

The family is provided with the following information and materials

- The term of the voucher, and the HACLV policy for requesting extensions or suspensions of the voucher (referred to as “tolling.”)
- A description of the method used to calculate the housing assistance payment for a family, including how the HACLV determines the payment standard for a family, how the PHA determines total tenant payment for a family and information on the payment standard and utility allowance schedule, how the HACLV determines the maximum allowable rent for an assisted unit.

- Where the family may lease a unit. For family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the information must include an explanation of how portability works.
- The HUD required tenancy addendum, which must be included in the lease.
- The Request for Approval of Assisted Tenancy form and a description of the procedure for requesting approval for a unit.
- A statement of the HACLV policy on providing information about families to prospective owners.
- The HACLV Subsidy Standards including when and how exceptions are made and how the voucher size relates to the unit size selected.
- The HUD brochure on how to select a unit and/or the HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.
- The HUD brochure on lead-based paint
- Information on federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form. The HACLV will also include the pamphlet "Fair Housing: It's Your Right"
- A list of landlords or other parties willing to lease to assisted families or help in the search and/or known units available for the voucher issued. The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.
- If the family includes a person with mobility impairment, notice that the HACLV will provide a list of available accessible units known to the HACLV.
- The Family Obligations under the program.
- The grounds on which the HACLV may terminate assistance for a participant family because of family action or failure to act.
- PHA informal hearing procedures including when the HACLV is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.
- Information packet including an explanation of how portability works, including a list of neighboring housing agencies with the name, address and telephone number of a portability contact person at each for use by families who move under portability.
- A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families.

- Information regarding the HACLV's outreach program which assists families who are interested in, or experiencing difficulty in obtaining available housing units in areas outside of minority concentrated locations.
- A list of properties or property management organizations that own or operate housing units outside areas of poverty or minority concentration.
- Procedures for notifying the HACLV and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.
- Resouse Guide which include contacts to assist disabled persons with accessible un it modifications and deposits
- HACLV Buddy System for Transportation assistance
- Requirements for reporting changes between certifications.
- Information on security deposits and legal referral services.
- Exercising choice in residency
- Choosing a unit carefully and only after due consideration.
- The Family Self Sufficiency program and its advantages.
- LEP Pamphlet

If the family includes a person with disabilities, the HACLV will ensure compliance with CFR 8.6 to ensure effective communication. Additional, persons who qualify for Mainstream Voucher and said vouchers are available, shall be issued that voucher type.

### **Move Briefing**

A move briefing will be held for participants who will be reissued Voucher to move and have given proper notice (written 30 day notice) of intent to vacate to their landlord and HACLV. This briefing includes incoming and outgoing portable families. HACLV shall assist outgoing ports in identifying the correct staff at the PHA within the area that they are moving. Participants cannot exercise the portability right if they would be in violation of their lease or entered the program from a location other than the City of Las Vegas and have not live in HACLV's jurisdiction for at least one year. **HACLV shall not issue a voucher to the participant if HACLV has received written notice that a notice of non-payment or an eviction notice has been served. The owner/manager shall have no more than 30 calendar days to submit a court order summary of judgment to HACLV. If HACLV does not receive this document within 30 days of the notice, the family shall be issued a voucher, if they have given their 30 day notice. The family's assistance may still be terminated if a summary of judgment is received even after they have moved or been issued a voucher to move, as HACLV shall consider the summary of eviction for cause- documentation of a serious lease violation.**

Program participants with disabilities who need to move to a new unit for reasons related to their disability must first receive approval from HACLV which shall be verified by their doctor or other professional medical provider. Then additional approval from the owner as documented by the owner/manager signing a mutual rescission form shall be required. If such permission is obtained, HACLV will permit the family to move.

### **Owner Briefing**

Briefings are held for owners annually or as needed to market the Section 8 Housing Choice Voucher Program. All new owners and current owners are notified in writing. Prospective owners are also welcome. The purpose of the briefing is to assure successful owner participation in the program. The briefing covers the responsibilities and roles of the three parties.

### **C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION**

HACLV is committed to providing its Section 8 participants with the broadest possible range of housing choices. At the briefing, families are encouraged to search for housing in non-impacted areas and informed that the HACLV will provide assistance to families who wish to do so. Non-impacted area is defined as census tracts within the City of Las Vegas that are neither poverty-impacted areas nor areas of racial concentration identified by the City of Las Vegas and the HUD VCA as such.

The HACLV has areas of poverty and minority concentration clearly delineated in order to provide families with information and encouragement in seeking housing opportunities outside highly concentrated areas. HACLV encourages participation by owners of units outside of areas of poverty and minority concentration by continuing its Memorandum of Understanding with CCHA and NHACLV to share jurisdictions. We will also continue to be members of the NV Apartment Association and use media and other educational forums to promote the Housing Choice Program throughout all communities. This outreach includes developing partnerships with agencies that represent the disabled population within our communities.

The HACLV has developed and provides all participants with its deconcentration map that show various areas and information about facilities and services in neighboring areas such as schools, transportation, and supportive and social services.

The HACLV will investigate and analyze when Voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration. A report of where families are currently leased vs. where families are moving will be maintained for SEMAP reporting purposes, which address deconcentration efforts of HACLV.

The assistance provided to such families includes:

Providing families with a search record form to gather and record information

Direct contact with landlords.

Counseling with the family.

Providing information about services in various non-impacted areas.

Meeting with neighborhood groups to promote understanding.

Formal or informal discussions with landlord groups

Formal or informal discussions with social service agencies

HACLV shall provide all applicants at their briefing an explanation of portability under the Section 8 Housing Choice Voucher Program, including in the packet shall be a listing of the names and phone numbers of contact persons at neighboring housing authorities.

#### **D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION**

The PHA will give participants a copy of HUD form 903 to file a complaint.

(See Chapter 1 regarding Fair Housing and Reasonable Accommodation)

#### **E. SECURITY DEPOSIT REQUIREMENTS** [24 CFR 982.313]

##### **Leases Effective on or after October 2, 1995**

The owner is not required to but may collect a (one) security deposit from the tenant.

The owner may collect a security deposit from the tenant family that does not exceed one month's contract rent, which has been to be private market practice. If the owner collects less than one month's rent as security deposit on the owner's other unassisted rental units, the security deposits on the Section 8 assisted units must be established at the same amount.

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance. When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease. The owner must give the tenant a written list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund the full amount of the unused balance to the tenant within 30 calendar days.

If the security deposit is insufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

**F. TERM OF VOUCHER** [24 CFR 982.303, 982.54(d) (11)]

During the briefing session, each household will be issued a Voucher, which represents a contractual agreement between the HACLV and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

**Expirations**

The Voucher is valid for a period of at least sixty calendar days from the date of issuance. The family must submit a Request for Approval of the Tenancy and signed Lease within the sixty-day period unless an extension has been granted by the HACLV prior to the expiration date on the voucher. **HACLV shall issue all vouchers for disabled families for an initial period of 90 days to promote full participation of persons with disabilities. An additional 30 day extension may be requested if a unit is not located within the 90 day period. HACLV will only provide additional extension of another 30 days as a reasonable accommodation. No extensions shall be approved for more than 150 days. This policy is consistent with the Executive Order 13217 “Community-Based Alternatives for Individuals with Disabilities.”**

If the Voucher has expired, and has not been extended by the HACLV or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

**Suspensions**

When a Request for Approval of Tenancy is received, the HACLV will deduct the number of days required to process the request from the 60-day term of the voucher.

**Extensions**

The HACLV will extend the term of the voucher for up to 150 calendar days from the beginning of the initial term if the family needs and request an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability.

A family may request an extension of the Voucher time period. All requests for extensions must be received prior to the expiration date of the Voucher. HACLV shall not issue extensions for port-in participants to ensure compliance with billing requirements established by HUD.

A family may submit a written request for an extension of time to search for suitable housing. The written request must be received before the expiration date on the voucher. The HACLV will evaluate each request and determine the likelihood of the family finding housing with additional time to look. An approved extension will be granted for a 30 calendar day period of time with proof of search effort with at least five units viewed.

Extensions are permissible at the discretion of the HACLV up to a maximum of additional 30 calendar days for:

Extenuating circumstances such as hospitalization or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.

The family was prevented from finding a unit due to disability accessibility requirements or large size, defined as 4 or more bedrooms, requirement. The Search Record is part of the required verification.

### **Assistance to Voucher Holders**

Families who require additional assistance during their search may call the HACLV Office to request assistance. Voucher holders will be notified at their briefing session that the HACLV periodically updates the listing of available units and how the updated list may be obtained. Disabled voucher holders may contact the Section 8 Department if they require additional assistance in locating a unit or an extension of time as a reasonable accommodation.

The HACLV will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

### **G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS** [24 CFR 982.315]

When a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree about which new family unit should continue to receive the assistance, and there is no determination by a court, the Section 8 Supervisor shall consider the following factors to determine which of the families will continue to be assisted:

Which family unit retains the children or any disabled or elderly members.

Restrictions that were in place at the time the family applied.

Role of domestic violence in the split.

Recommendations of social service agencies or qualified professionals such as children's protective services

Which family member was listed on the Voucher when it was initially issued

Which family member was listed as head of household on the original application

Documentation of these factors is the responsibility of the participant families. If either or both of the families do not provide the documentation within 30 calendar days the PHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

#### **H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER**

[24 CFR 982.315]

To be considered the remaining member of the tenant family, the person must have been previously approved by the HACLV to be living in the unit. An adult other than the co-head cannot take over the voucher if the voucher holder decides they no longer want the voucher. The only time the voucher will re-assigned to another adult other than the co-head is in the event of the death of the head of household and the minor children are in the unit and listed on the lease and 50058. The person receiving court awarded subsidy will be assigned the voucher, if they request it.

A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

The court has to have awarded emancipated minor status to the minor, or

The HACLV has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period. The adult must meet all eligibility requirements of the Section 8 Housing Choice Voucher Program.

The Court has awarded custody of the minors to another adult who must meet all eligibility requirements of the Section 8 Housing Choice Voucher Program.

Only one voucher will be issued in the case where award of children are given to more than one adult. The adult receiving the greater number of children will receive the voucher, if he/she meets all other program requirements. In the case of equal number of children and multiple parents or guardians, neither parent will receive the voucher unless a formal court decision is rendered and provided to HACLV providing guidance for which adult is to receive the voucher.

(See Chapter 6 regarding Caretaker for Children)

A reduction in family size may require a reduction in the voucher family unit size.



## Chapter 9

### REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION

[24 CFR 982.302]

#### **INTRODUCTION** [24 CFR 982.305(a)]

The HACLV's program operations are designed to utilize available resources in a manner that is efficient and provide eligible families timely assistance based on the number of units that have been budgeted. The HACLV's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the HACLV, or outside of the HACLV's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the HACLV. This Chapter defines the types of eligible housing, the HACLV's policies that pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests for Approval of Tenancy (RFAT).

#### **A. REQUEST FOR TENANCY APPROVAL** [24 CFR 982.302, 982.305(b)]

The original Request for Tenancy Approval (RFTA) and a signed copy of the proposed Lease with no commencement date, including the HUD prescribed tenancy addendum, must be submitted by the family during the term of the voucher. The family must submit the Request for Tenancy Approval in the form and manner required by the HACLV. The lease dates must match the contract effective date and must be signed by both parties with no execution date at the time of submission.

The Request for Tenancy Approval must be signed by both the owner and Voucher holder. The owner must submit a "record deed" at the time the RFTA is submitted.

The HACLV will not permit the family to submit more than one RFAT at a time.

The HACLV will review the proposed lease and the Request for Approval of Tenancy documents to determine whether or not they are approvable. The Request will be approved if all of the following are true:

The unit is an eligible type of housing

The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)

The rent is reasonable

The Security Deposit is approvable in accordance with any limitations in this plan.

The proposed lease complies with HUD and PHA requirements (See Section C).

The owner is approvable, and there are no conflicts of interest or the owner has not been debarred (See Section I). In addition to the above, at the time a family initially receives assistance (new admissions and moves); the family share of rent may not exceed 40 percent of the family monthly adjusted income (See Chapter 11).

### **Disapproval of RFTA**

If the HACLV determines that the Request cannot be approved for any reason, the landlord and the family will be notified by phone or in writing.

When, for any reason, an RFTA is not approved, the HACLV will furnish another RFTA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing, if there is time remaining on the voucher.

### **B. ELIGIBLE TYPES OF HOUSING** [24 CFR 982.353, 982.54(d) (15)]

The HACLV will approve any of the following types of housing in the Voucher program:

All structure types can be utilized.

Manufactured homes where the tenant leases the mobile home and the pad.

Manufactured homes where the tenant owns the mobile home and leases the pad.

Units owned (but not subsidized) by the HACLV (following HUD-prescribed requirements).

The HACLV may not permit a Voucher holder to lease a unit, that is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

### **C. LEASE REVIEW** [24 CFR 982.308]

The HACLV will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State and local law. The tenant also must have legal capacity to enter a lease under State and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Approval of Tenancy.

The family and owner must submit a standard form lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with State and local law. The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family. The effective date of the lease must match the effective date of the HAP Contract. The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed.

House Rules of the owner may be attached to the lease as an addendum, provided they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

### **Actions before Lease Term**

All of the following must always be completed before the beginning of the initial term of the lease for a unit:

The HACLV has inspected the unit and has determined that the unit satisfies the HQS;

The landlord and the tenant have executed the lease, including the HUD-prescribed tenancy addendum;

The HACLV has approved leasing of the unit in accordance with program requirements, including rent reasonableness and the family meeting the HUD 40% rule.

### **D. SEPARATE AGREEMENTS**

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

Side Payments to Landlords/managers for additional rent above the amount approved by HACLV will be grounds for termination of the HAP contract and termination of the participants from the Section 8 Housing Choice Program.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the HACLV.

Any appliances, services or other items, that are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the HACLV. If agreements are entered into at a later date, they must be approved by the HACLV and attached to the lease.

The HACLV will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

**E. INITIAL INSPECTIONS** [24 CFR 982.305(a) & (b)]

See Chapter on "Housing Quality Standards and Inspections."

**F. RENT LIMITATIONS** [24 CFR 982.503]

The HACLV will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

**Rents - Housing Choice Voucher Program**

1. Generally, the HACLV will set its Housing Choice Voucher Payment Standard between 100 and 110% of the HUD-published fair market rent (FMR). Within those limits, HACLV may set higher or lower payment standards for certain areas within the jurisdiction as appropriate. The payment standard(s) will be based on information collected by PHA regarding rents in each area, and the rent burdens incurred by program participants. Annual reviews of HUD's FMRs to determine HACLV's payment standards shall be conducted and submitted to its Board of Commissioners for approval.
2. A family renting a unit at or below the payment standard pays as gross rent the highest of 30% of the monthly adjusted income, 10% of the monthly gross income, or the established minimum rent. A family renting a unit above the payment standard pays the highest of 30% of the monthly adjusted income, 10% of the monthly gross income, or the established minimum rent, plus any rent above the payment standard.

The initial rent for any unit leased under the voucher program must not require that a family pay more than 40% of adjusted income for rent. This maximum initial rent burden (MIRB) is applicable each time a participant moves to a new unit. The rent can exceed the MIRB if the family renews a lease for the same unit.

3. HACLV requires all participants to pay a minimum rent not less than \$50 per month rent. If, based on the family's income and expenses, the TTP is calculated to be less than \$50; PHA will set the family's TTP at \$50.
4. The HACLV will not approve for inclusion in the voucher program units whose rents exceed the rents for comparable unassisted units in the market area (rent reasonableness) and defined within this document.

The HACLV will conduct an annual survey of private market rents in its jurisdiction to be used in its determination of rent reasonableness. The survey will include typical contract and gross rents (contract rents plus HACLV's allowance for tenant-paid utilities, if any) for a representative sample of units of each housing type and size, in each of the areas within its jurisdiction that HACLV has determined constitutes a distinct market area.

In establishing the reasonable rent for a unit proposed for inclusion in the program, HACLV will also consider the quality and age of the unit to be leased, and the amenities, housing services, and maintenance provided by the owner.

The process used to determine rent reasonableness will be documented in each tenant file.

**G. DISAPPROVAL OF PROPOSED RENT** [24 CFR 982.502]

In any of the programs, if the proposed Gross Rent is not reasonable, at the family's request, the HACLV will negotiate with the owner to reduce the rent to a reasonable rent.

At the family's request, the HACLV will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner and receiving written verification of the decrease, the HACLV will continue processing the Request for Approval of Tenancy and Lease. If the revised rent involves a change in the provision of utilities, a new Request for Approval of Tenancy must be submitted by the owner.

If the owner does not agree on the Rent to Owner after the HACLV has tried and failed to negotiate a revised rent, the HACLV will inform the family and owner that the lease is disapproved.

**H. INFORMATION TO OWNERS** [24 CFR 982.307(b), 982.54(d)(7)]

In accordance with HUD requirements, the PHA will furnish prospective owners who request the family's address information in writing from the PHA with the family's current address as shown in the HACLV's records and, if known to the PHA, the name and address of the landlord at the family's current and prior address.

The HACLV will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The HACLV will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of the HACLV's policy on release of information to prospective landlords will be included in the briefing packet, which is provided to the family.

The information will be provided to the owner in writing.

Only a designated Section 8 representative may provide this information. The HACLV's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

**I. OWNER DISAPPROVAL [24 CFR 982.306]**

See Chapter on "Owner Disapproval and Restriction."

**J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE**

When the family reports changes in factors that will affect the Total Family Share prior to the effective date of the HAP contract at admission, the information will be verified and the Total Family Share will be recalculated. If the family does not report any change, the HACLV need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

**K. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]**

The HACLV prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the Lease agreement, and the owner and the HACLV will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents. The HACLV will retain a copy of all signed documents..

The HACLV makes every effort to execute the HAP Contract immediately after receiving all required documentation, signed by all parties. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed. The effective date of the HAP contract must match the effective date of the lease and the date will be the later of the date the units passes an initial HQS inspection or the tenant takes possession of the unit.

The Section 8 Supervisor, or higher supervisory position on the organization chart, is authorized to execute a contract on behalf of the HACLV:

Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, other than those prohibited under HUD regulations, the owner's current address will be compared to the subsidized unit's address. The owner must have a different address than the assisted unit.

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. The HACLV will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

Owners must provide an Employer Identification Number or Social Security Number on IRS Form W-9.

Owners must also submit proof of ownership of the property by submitting a recorded copy of Grant Deed and a copy of the Management Agreement if the property is managed by a management agent.

The owner must provide a home telephone number and business number if applicable.

**L. CHANGE IN OWNERSHIP**

See Chapter on “Owner Disapproval and Restriction.”

Reserved



## Chapter 10

### HOUSING QUALITY STANDARDS AND INSPECTIONS

[24 CFR 982.401]

#### **INTRODUCTION**

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The HACLV will inspect each unit under contract at least annually. The HACLV will also have an inspection supervisor and section 8 supervisor or their designated staff, perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the HACLV's required standards and to assure consistency in the HACLV's program. This Chapter describes the HACLV's procedures for performing HQS and other types of inspections, and HACLV standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and HACLV requirements. (See additions to HQS).

#### **A. GUIDELINES/TYPES OF INSPECTIONS** [24 CFR 982.401(a), 982.405]

The HACLV has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The HACLV will not promote any additional acceptability criteria, that are likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

All utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection, the Inspector will notify the tenant or owner (whoever is responsible for the utilities according to the RFLA) to have the utilities turned on. If the utilities are not on at the inspection, the HACLV will conduct a reinspection by the end of the next business day.

If the tenant is responsible for supplying the stove and/or the refrigerator, the HACLV will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS. The HACLV will conduct a reinspection.

There are five types of inspections the HACLV will perform:

1. Initial/Move-in: Conducted upon receipt of Request for Approval of Tenancy.
2. Annual: Must be conducted within twelve months of the last annual inspection

3. Special/Complaint: At request of owner, family or an agency or third-party.
5. Quality Control

**B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]**

**Timely Initial HQS Inspection**

The HACLV will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within 10 calendar days after the family and the owner have submitted a request for approval of tenancy unless the unit is not ready for an inspection as decided by the owner or utilities are not on at the time of the initial inspection.

The 10-calendar day clock will be suspended during any period when the unit is not available for inspection. However, the RFTA will not be held for more than 30 calendar days waiting for a unit to become ready for inspections. If 30 calendar days pass and the owner is not ready for the unit to be inspected, the participant will be issued another RFTA, if they have suspended time remaining and the owner will be advised that the RFTA previously submitted is void.

The HACLV will include “date unit available for inspection” on the RFAT form. This date will determine whether the HACLV will be required to meet 10 calendar day requirement or whether the HACLV will suspend the 10 calendar day period because the unit is not available for inspection until after 10 calendar day period.

The Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS defined in this Plan.
- Document the current condition of the unit as to assist in future evaluations related to whether the participant’s treatment of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify the HACLV once repairs are completed.

On an initial inspection, the owner will be given up to up to 10 calendar days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done.

The Inspector will grant an extension beyond 10 calendar days if the repair work is in progress and the owner provides the HACLV a projected completion date. The owner will be allowed up to two reinspections for repair work to be completed. However, all repairs must be completed within 30 calendar days of the date the RFTA is submitted or the RFTA is considered void.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit or resubmit a Request for Tenancy Approval. If they have time remaining.

### **C. ANNUAL HQS INSPECTIONS** [24 CFR 982.405(a)]

The HACLV conducts an inspection in accordance with Housing Quality Standards at least annually and begins scheduling 90 calendar days prior to the last annual inspection, so that the inspections are conducted at least annually, as required by SEMAP. Special inspections may be scheduled between annual inspection dates.

HQS deficiencies that cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible.

The family must allow the HACLV to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.51 (d)]

Reasonable hours to conduct an inspection are between 8:00 A.M. and 5:00 P.M.

The HACLV will notify the family in writing at least 10 calendar days prior to the inspection.

**Inspection:** The family and owner are notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment prior to the appointment date so that the inspection is completed within 30 calendar days of the original appointment but may not exceed 45 calendar days. Another adult may be present for the annual HQS inspection.

Participants who fail to have an annual HQS inspection will be considered the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Plan.

**Reinspection:** The family and owner are mailed a notice of the inspection appointment by mail. If the family does not contact the HACLV to reschedule the inspection prior to the scheduled appointment date, the HACLV will automatically schedule a second appointment in writing. This second letter will be mailed at least five business days prior to the appointment date. If the family is not at home for the reinspection appointment, the HACLV will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Plan.

The family is also notified that it is a Family Obligation to allow the HACLV to inspect the unit. If the family was responsible for a breach of HQS identified in Chapter 15, "Denial or Termination of Assistance," they will be advised of their responsibility to correct.

### **Time Standards for Repairs**

Emergency items that endanger the family's health or safety must be corrected by the owner within 24 hours of notification. (See Emergency Repair Items section.)

For non-emergency items, repairs must be made within 30 days.

For major repairs, the Supervisor of the HQS Inspection Department may approve a written extension beyond 30 days.

### **Rent Increases**

Rent to owner increases may not be approved if the unit is in a failed condition.

### **D. SPECIAL/COMPLAINT INSPECTIONS** [24 CFR 982.405(c)]

If at any time the family or owner notifies the HACLV that the unit does not meet Housing Quality Standards, the HACLV will conduct an inspection.

The HACLV may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The HACLV will inspect only the items that were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the annual inspection date is within 120 days of a special inspection, as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized, as annual and all annual procedures will be followed.

### **E. QUALITY CONTROL INSPECTIONS** [24 CFR 982.405(b)]

Quality Control inspections will be performed by the HQS Supervisor and Section 8 Supervisor or his/her designee on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

The sampling of files will include recently completed inspections (within 45 days of the date they are inspected), a cross-section of neighborhoods, and a cross-section of inspectors.

### **F. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS** [24 CFR 982.401 (a)]

The HACLV adheres to the acceptability criteria in the program regulations with the additions described below.

#### **Additions**

#### Walls:

Any exterior or interior surfaces with peeling or chipping paint must be scraped and painted with two coats of unleaded paint or otherwise suitably encapsulated.

#### Windows:

All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.

#### Doors:

All exterior doors must be weather-tight to avoid any air or water infiltration, be openable from the interior without the use of a key, have no holes, have all trim intact, and have a threshold.

#### Air Filters:

Owners must change air filters at least quarterly.

#### Floors:

Unfinished wood floors must be sanded to a smooth surface and sealed

Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state (no plywood).

All floors should have some type of board trim, or sealing for a "finished look." Vinyl cove molding may be used for kitchens and bathrooms.

#### Sinks:

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

All sinks must have functioning stoppers.

#### Security:

If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

## Smoke Detectors:

Owners are responsible for providing and replacing batteries for battery powered units annually. Between annual inspections, the tenant will be responsible for providing and replacing batteries. Tenants will be instructed not to tamper with smoke detectors or remove batteries.

All smoke detectors shall be UL listed with a test button.

## Modifications

Modifications or adaptations to a unit made as a reasonable accommodation to a participant's disability that require permits must meet all applicable HQS and building codes. The unit will not be considered to be an accessible unit unless it meets either UFAS or the Americans with Disability Act Accessibility Guidelines.

Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. HACLV will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

## **G. EMERGENCY REPAIR ITEMS** [24 CFR 982.401(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 45°F and temperature inside unit is below 62°
- Inoperable cooling system when the outside temperature exceeds 90 degrees
- Utilities not in service
- No hot water
- Lack of at least one functioning toilet

The HACLV may give a short extension (not more than 48 additional hours) whenever the responsible party cannot be notified or it is impossible to affect the repair within the 24-hour period.

If there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the HACLV.

If the emergency repair item(s) are not corrected in the time period required by the HACLV, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the HACLV, and it is an HQS breach, that is a family obligation, the HACLV will terminate the assistance to the family.

### **Smoke Detectors**

Inoperable smoke detectors are a serious health threat and will be treated by the HACLV as an emergency (24-hour) fail item.

If the smoke detector is not operating properly the HACLV will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The HACLV will re-inspect the unit the following day.

If the HACLV determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the family will be required to repair the smoke detector within 24 hours and the HACLV will re-inspect the unit the following day.

The HACLV 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.

### **H. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)** [24 CFR 982.405, 982.453]

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the HACLV, the assistance payment to the owner will be abated.

### **Abatement**

A Notice of Abatement will be sent to the owner, and the abatement will be effective on the day of the failed reinspection. The notice is generally for 30 calendar days, depending on the nature of the repair(s) needed.

The HACLV will inspect abated units within 2 calendar days (excluding weekends and holidays) of the owner's notification that the work has been completed or the date noted on the default letter, which is earlier.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

The HACLV will advise owners and tenants of the reinspection date, upon notification by the owner that the items have been repaired.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the HACLV's portion of rent that is abated.

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination will be rescinded by the PHA if the tenant chooses to remain in the unit. Only one Housing Quality Standards inspection will be conducted after the termination notice is issued.

#### **I DETERMINATION OF RESPONSIBILITY** [24 CFR 982.404, 982.54(d) (14)]

Certain HQS deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service

Failure to provide or maintain family-supplied appliances

Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items, that could be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The HACLV shall terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection.

#### **J CONSEQUENCES IF FAMILY IS RESPONSIBLE** [24 CFR 982.404(b)]

If a non-emergency violation of HQS is determined to be the responsibility of the family, the HACLV will require the family make any repair(s) or corrections within 30 calendar days. The HQS Supervisor must approve extensions in these cases but not beyond 45 calendar days. If the repair(s) or correction(s) are not made in this time period, the HACLV will terminate assistance to the family, after providing an opportunity for an informal hearing. The owner's rent will not be abated for items, which are the family's responsibility. Emergency violations must be corrected within 24 hours. Extension for emergency repairs may not exceed 48 hours.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.





## Chapter 11

### OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

[24 CFR 982.505, 982.503, 982.504, 982.505]]

#### **INTRODUCTION**

The policies in this chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on October 1, 1999, which is referred to as the “merger date”. These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

The HACLV will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is the HACLV's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507(b).

This Chapter explains the HACLV's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

#### **A. RENT TO OWNER IN THE CHOICE VOUCHER PROGRAM**

The Rent to Owner is limited only by rent reasonableness. The HACLV 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 the tenant. Thereafter, the owner must request a rent increase in writing, which must be received by HACLV a minimum of 60 days prior to the contract expiration date. Requests submitted with less than 60 days prior to the contract expiration date will be denied. The amount of said request must meet rent reasonableness test as established by HUD and HACLV.

## **B. MAKING PAYMENTS TO OWNERS** [24 CFR 982.451]

Once the HAP Contract is executed, the HACLV begins processing payments to the landlord. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP Register for the following month. Payments are disbursed by the Finance Department to the owner each month.

All HAP Payments to vendors will be made via direct deposit effective October 1, 2003. All current vendors and future vendors must submit a direct deposit form with a void check or saving account number prior to September 1, 2003 to ensure no lapse in payments. Additionally, the direct deposit forms will be attached to HACLV's RFTA packet to be completed by new vendors. Deposits transmitted but not posted by a financial institute due to holidays and/or weekends will not be considered as late payments.

### **Excess Payments**

The total of rent paid by the tenant plus the HACLV housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to the HACLV. HACLV will, after notification, deduct debts from future payments if the vendor is a current vendor.

Owners who do not return excess payments will be subject to penalties as outlined in Chapter 18 which includes referring debt to a collection agency.

### **Late Payments to Owners**

It is a local business practice in the HACLV's jurisdiction 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, notwithstanding any grace period which is typically 5 days past the first of the month.

Therefore, in keeping with generally accepted practices in the local housing market, the HACLV must make housing assistance payments to the owner promptly and in accordance with the HAP contract.

The HACLV will pay a late fee to the owner for housing assistance payments that are not posted to the owner's account by the 5<sup>th</sup> day of the month, if late fees are stipulated in the lease for families and requested by the owner.

To assist the HACLV in its outreach efforts to owners, and to provide better customer service, the HACLV will make automatic monthly HAP deposits into the bank account of the owner. If the owner agrees to such an arrangement with the HACLV, the date the bank shows as the deposit date, will be the official date of record and will be the determining factor in cases involving late payment penalties. HACLV will not make late payments due to direct deposits being posted by the vendors financial institution late, but were transmitted by HACLV on the correct date. For example, when the 1<sup>st</sup> or the 15<sup>th</sup> falls on a Saturday or Holiday and the banks post the deposit on the next business day.

The HACLV will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the HACLV's control, such as a delay in the receipt of program funds from HUD. The HACLV will use administrative fee income or the administrative fee reserve as its only source for late payment penalty.

### **C. RENT REASONABLENESS DETERMINATIONS** [24 CFR 982.507]

The HACLV will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.

The HACLV will not approve a lease until the HACLV determines that the initial rent to owner is a reasonable rent. The HACLV must redetermine the reasonable rent before any increase in the rent to owner, and if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

The HACLV must redetermine rent reasonableness if directed by HUD and based on a need identified by the HACLV's auditing system. The HACLV may elect to redetermine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or redetermined by the HACLV.

The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the HACLV information on rents charged by the owner for other units in the premises or elsewhere.

The data for other unassisted units will be gathered from newspapers, Realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The market areas for rent reasonableness are first census tracts where the target unit is located, then adjoining census tracts if no comps are available within the target census tract, then within the target area zip code and lastly, and only after attempting the afore mentioned methods, the adjoining zip codes within the HACLV's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area, i.e. same year build, bedroom size, number of bathrooms, square footage, amenities.

The following items will be used for rent reasonableness documentation:

- Size (number of Bedrooms/square footage)
- Location
- Quality
- Amenities (bathrooms, dishwasher, air conditioning, etc.)
- Housing Services
- Age of unit
- Unit Type
- Maintenance
- Utilities

### **Rent Reasonableness Methodology**

The HACLV utilizes a rent reasonableness system which includes and defines the HUD factors listed above. The system has a total point count.

Information is gathered on rental units in the HACLV's market area, and each unit is rated, using the HACLV's rent reasonableness system. Using an automated method, the high and low comparable rents for each rental range are identified for units of like bedroom size within the same census tract, then the adjoining census tract within the target unit zip code then the adjoining zip code. Each defined factor of the items listed above on the unit to be assisted will be compared, using a point adjustment system, to those factors of comparable unassisted units in the database. The rent ranges will be based on the dollar value of all HUD required comparable items in comparison with the total database for each zip code and bedroom size.

#### **D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM**

[24 CFR 982.503]

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at the HACLV's discretion the Voucher Payment Standard amount is set by the HACLV between 90 percent and 110 percent of the HUD published FMR. This is considered the basic range. The HACLV reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the HACLV will ensure that the Payment Standard is always within the range of 90 percent to 110 percent of the new FMR, unless an exception payment standard has been approved by HUD and funding is available to support the payments.

The HACLV will establish a single voucher payment standard amount for each FMR area in the HACLV jurisdiction. For each FMR area, the HACLV will establish payment standard amounts for each "unit size". The HACLV may have a higher payment standard within the HACLV's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.

#### **E. ADJUSTMENTS TO PAYMENT STANDARDS** [24 CFR 982.503]

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. Nor will the HACLV raise Standards if the need is solely to make "high end" units available to Voucher holders. The HACLV may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

##### **Assisted Families' Rent Burdens**

The HACLV 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 the HACLV's jurisdiction have payment standard amounts that are creating rent burdens for families, the HACLV will modify its payment standards for those particular unit sizes, subject to funding availability.

##### **Quality of Units Selected**

The HACLV 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.

### **HACLV Decision Point**

The HACLV will review the average percent of income of families on the program. If more than 40% of families are paying more than 30% of monthly adjusted income, the HACLV will determine whether there is a difference by voucher size, whether families are renting units larger than their voucher size, and whether families are renting units that exceed HUD's HQS and any additional standards added by the HACLV in the 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 HACLV may decline to increase the payment standard. If these are not the primary factors for families paying higher rents, the HACLV will continue increasing the payment standard.

### **Rent to Owner Increases**

The HACLV may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size. **Owners must submit written request for consideration of their annual increase at least 60 days prior to the anniversary date of the HAP contract. The review will be conducted in compliance with HACLV rent reasonableness policy. At no time shall the rent to owner exceed the reasonable rent as determined by HACLV. HACLV may re-determine approved rents at any time. Only unassisted unit can be considered in completing rent reasonableness. Rent increases shall only be approved once a year.**

### **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, the HACLV may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the HACLV will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File DocumentationA file will be retained by the HACLV for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

## **F. EXCEPTION PAYMENT STANDARDS**

The HACLV will apply for Exception Payment Standards to prevent undue financial hardship for families.





## Chapter 12

### RECERTIFICATIONS

[24 CFR 982.516]

#### **INTRODUCTION**

In accordance with HUD requirements, the HACLV will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. It is a HUD requirement that families report all changes in household composition. This Chapter defines the HACLV's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

#### **A. ANNUAL ACTIVITIES** [24 CFR 982.516, 982.405]

There are three activities the HACLV must conduct on an annual basis.

Recertification of Income and Family Composition

HQS Inspection

The HACLV produces a monthly listing of units under contract to ensure that timely reviews of rent to owner, housing quality, and factors related to Total Tenant Payment/Family Share can be made. Requests for rent adjustments and other monetary changes will be transmitted to the Section 8 Department.

Reexamination of the family's income and composition must be conducted at least annually.

Annual inspections: See "Housing Quality Standards and Inspections" chapter.

#### **B. ANNUAL RECERTIFICATION/REEXAMINATION** [24 CFR 982.516]

Families are required to be recertified at least annually.

#### **Moves between Reexaminations**

When families move to another dwelling unit an annual recertification will be scheduled (unless a recertification has occurred in the last 120 calendar days) and the anniversary date will be changed.

Income limits are not used as a test for continued eligibility at recertification.

### **Reexamination Notice to the Family**

The HACLV will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least 30 calendar days in advance of the anniversary date. HACLV has developed a computerized tracking report to ensure all annual re-certifications are completed prior to the last annual date.

If requested as an accommodation by a person with a disability, the HACLV will provide the notice in an accessible format. The HACLV will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

### **Procedure**

The HACVL's procedure for conducting annual recertifications will be to schedule the date and time of appointments and mail a notification to the family. This process will begin 90 days prior to the last annual re-certification date. When processing re-verification, HACLV staff will check previous determinations to identify inconsistencies. Annual recertifications for elderly and/or disabled head of households, spouse or co-head will be conducted via mail unless the participant fails to respond.

### **Completion of Annual Recertification**

The HACLV will have all recertifications for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 30 days before the scheduled date of the change in family rent.

### **Persons with Disabilities**

Persons with disabilities who are unable to come to the HACLV's office will be granted an accommodation by conducting the interview at the person's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

### **Collection of Information [24 CFR 982.516(f)]**

The HACLV has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate.

The HACLV will require the family to complete an Application for Continued Occupancy form prior to all recertification interviews.

### **Requirements to Attend**

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates  
Unlimited copies may be made for internal  
Reviewed by Abt & Associates for changes in 2005

HACLV AdminPlan

All adult household members will be required to attend the recertification interview and sign the Application for Continued Occupancy, HUD Form 9886, Authorization for Release of Information, and other applicable verification release forms.

If an adult member is unable to attend the interview, the adult must reschedule and attend an appointment within 10 calendar days.

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

The head and spouse or co-head and any adult members age 18 or over are required to attend the interview.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 10 calendar days to review the information and to certify by signature that all of the information is complete and accurate.

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

### **Failure to Respond to Notification to Recertify**

Family members who fail to appear and want to reschedule a missed appointment must make the request to reschedule prior to the original appointment date.

If the family fails to appear for a pre-scheduled re-certification appointment (scheduled at least 30 days in advance) and the participant fails to appear after a 2<sup>nd</sup> notice –sent at least 5 calendar days in advance, the participant will be notified of termination of assistance, unless he/she can provide acceptable documentation to the HACLV that an emergency prevented them from attending their appointment or submitting required documents. Acceptable reasons would be proof, provided by the family, of hospitalization, being out-of-town, or incarceration other than for reasons that would lead to termination of assistance.

All adult members must sign the HUD Form 9886, Release of Information, the Application for Continued Occupancy and all supplemental forms required by the HACLV, the declarations and consents related to citizenship/immigration status and any other documents required by the HACLV. Family members will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for termination of assistance for failure to provide necessary certifications and release within the timeframe as required by the HACLV.

If the HACLV determines at or after the interview that additional information or document(s) are needed, the HACLV will request the document(s) or information in writing. The family will be given 14 calendar days to supply the information.

If the information is not supplied in this time period, the HACLV will provide the family at least a 30 day notification of termination of assistance. (See Chapter 16, "Complaints and Appeals.")

### **Documents Required From the Family**

In the notification letter to the family, the HACLV will include instructions for the family to bring the following:

- Verification source (name, address and telephone number for of all income and assets
- Verification source (name, address and telephone number for of any deductions/allowances
- Application for Continued Occupancy completed by head of household and signed by co-head

or completed with assistance as needed by a person with a disability.

### **Verification of Information**

The HACLV will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than 120 days old.

### **Tenant Rent Increase**

If tenant rent increases, at least a 30 day notice is mailed to the family prior to the scheduled effective date of the annual recertification.

If less than thirty days are remaining before the scheduled effective date of the annual recertification, the tenant rent increase will be effective on the first of the month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

### **Tenant Rent Decreases**

If tenant rent decreases, it will be effective on the first day of the month following the month in which the change occurred. If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the HACLV.

### **C. REPORTING INTERIM CHANGES** [24 CFR 982.516]

Program participants must report all changes in income and household composition within 10 calendar days in writing or other method needed by a participant because of a disability to the HACLV between annual reexaminations. This includes additions due to birth, adoption, marriage, separation, divorce and court-awarded custody. The family must obtain HACLV approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. The HACLV will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment. Family voucher size will be adjusted only at annual re-certifications.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

#### **Increases in Income**

The HACLV will not conduct interim reexaminations when families have an increase in earned income, unless the family has reported no income, there is a change in income from TANF to wages, for Mandatory Earned Income Disallowance (MEID) eligible participants or **they are a Family Self-Sufficiency (FSS) Participant**.

#### **Decreases in Income**

Participants reporting a decrease in income and other changes that would reduce the amount of tenant rent, such as an increase in allowances or deductions must submit these changes in writing or other method as needed by a participant because of a disability within 10 calendar days of the change. The HACLV must calculate the change if a decrease in income is reported within 12 calendar days of receiving the notice and after attempting to get third party verification. Secondary verification can be used after 10 calendar days. Therefore, third party verification should be mailed or faxed within 2 calendar days of receiving the notification.

#### **HACLV Staff Errors**

If the HACLV makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

### **D. OTHER INTERIM REPORTING ISSUES**

An interim reexamination does not affect the date of the annual recertification. Interims conducted within 120 days of the annual recertification will also be used for the annual

recertification. Paperwork must be completed and in the file to document that the annual was completed, including a computer update of the same information.

An interim reexamination will be scheduled for families with zero income every 180 days. (See Chapter 6.) Factors Related to Total Tenant Payment/Family Share Determination , Minimum Income.

In the following circumstances, the HACLV may conduct the interim recertification by mail:

As a reasonable accommodation for a participant with a disability and elderly participants. (See Chapter 1, "Statement of Policies and Objectives")

### **E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The HACLV will not reduce the family share of rent for families whose welfare assistance is reduced specifically because of:

Welfare fraud; or

failure to participate in an economic self-sufficiency program.

However, the HACLV will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment

HACLV will obtain third party verification to document the reason for sanctions inTANF.

The HACLV will notify affected families that they have the right to an informal hearing regarding these requirements.

(See Chapter 7, Verifications)

### **Cooperation Agreements**

The HACLV will execute a Memorandum of Understanding with the local welfare agency to ensure timely and accurate verification of noncompliance.

The HACLV has taken a proactive approach to establish effective working relationship between the HACLV and the local welfare agency to target economic self- sufficiency programs throughout the community that are available to Section 8 tenant-based assistance families.

The HACLV and the local welfare agency have mutually agreed to exchange information regarding any economic self-sufficiency and/or other appropriate programs or services that would benefit Section 8 tenant-based assistance families.

**F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS** [HUD Notice PIH 98-6]

The HUD form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures are not required by the HACLV. If the family disagrees with the rent adjustment, they may request an informal hearing.

**G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)**  
[24 CFR 982.516(c)]

**Standard for Timely Reporting of Changes**

The HACLV requires that families report interim changes to the HACLV in writing within 10 calendar days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within 10 calendar days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, the participant may be terminated from the Section 8 Program. Exceptions to these time limits will be granted as a reasonable accommodation to persons with verified need related to a disability when requested.

**Procedures when the Change is Reported in a Timely Manner**

The HACLV will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

Increases in the Tenant Rents are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following that in which the change is reported. However, no rent reductions will be final until all the facts have been verified, even if a retroactive adjustment results. Secondary verification may be used after 10 calendar days of mailing of faxing the third party verification request. Interims will be processed within 14 calendar days of receiving said notice of decreased income. This includes timeframe for sending and receiving third party or secondary verifications.

### **Procedures when the Change is Not Processed by the HACLV in a Timely Manner**

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the HACLV in a timely manner.

In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the HACLV.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

### **H. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES** [24 CFR 982.516(c)]

(See Chapter 5.) Subsidy Standards.)

### **I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES** [24 CFR 5.518]

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all of the following criteria:

The HACLV implemented the Non-Citizen Rule prior to November 29, 1996 AND

The head of household or spouse is a U.S. citizen or has eligible immigrant status; AND

All members of the family other than the head, the spouse, parents of the head or the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

If the family moved in on or after November 29, 1996, mixed families may receive prorated assistance only.

**J. MISREPRESENTATION OF FAMILY CIRCUMSTANCES**

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the HACLV may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum.)



## Chapter 13

### MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

[24 CFR 982.314, 982.353, 982.355(a)]

#### INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the HACLV's jurisdiction, or to a unit outside of the HACLV's jurisdiction under Portability procedures. The regulations also allow the HACLV the discretion to develop policies that define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of, the HACLV's jurisdiction, and the policies for restriction and limitations on moves.

#### A. ALLOWABLE MOVES [24CFR 982.314]

A family may move to a new unit if:

- the assisted lease for the old unit has terminated because the HACLV has terminated the HAP contract for owner breach, or the lease was terminated.

However, the participant can only move once during a 12- month period, unless:

- the unit becomes in violation of HQS and the contract is terminated as a result of said violations;
- due to the sale of the unit and the new owner does not wish to continue the contract;
- the HACLV receives a written statement from the District Attorney's Office verifying that the participant has been placed under the witness protection or victim protection program;
- Mutual rescissions will only be allowed for reasons as a reasonable accommodation for a disabled family. 24 CFR 982.314 (2) ii. HACLV must receive written third party verification of the need to relocate from a qualified professional provider. The owner/manager must approve the move by signing a mutual rescission form, after the HACLV approves the notice;
- The family must provide a written 30 day notice to their owner and HACLV" prior" to moving from the unit. Failure to provide to both parties and receive approval from HACLV prior to moving will lead to termination of their assistance;
- **The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated as a result of the judgment or eviction);**

- The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner) for owner breach or otherwise.

## **B. RESTRICTIONS ON MOVES** [24 CFR 982.314, 982.552(a)]

Families will not be permitted to move within the HACLV's jurisdiction during the initial term of assisted occupancy.

The HACLV will deny permission to move if there is insufficient funding for continued assistance.

The HACLV will deny permission to move if the family owes the HACLV money, subject to Chapter 18. Repayment Agreements.

## **C. PROCEDURE FOR MOVES** [24 CFR 982.314]

### **Issuance of Voucher**

Subject to the restrictions on moves, if the family has not been recertified within the last 120 days, the HACLV will issue the voucher to move. The recertification will be reconducted when the family submits the Request for Tenancy Approval. If the family does not locate a new unit, they may remain in the current unit so long as the owner permits. **HACLV shall not issue a voucher to move when a family has received a written notice that indicates an eviction may be forthcoming until such time that the matter is resolved but this time shall not exceed 30 calendar days from the date of the notice. If there is a court ordered judgment or affidavit of eviction, whether the judgment is paid or the summary of eviction is served, this shall be considered serious lease violation(s) which shall result in termination of the participant and no voucher shall be issued.**

The annual recertification date will be changed to coincide with the new lease-up date.

### **Notice Requirements**

Briefing sessions emphasize the family's responsibility to give the owner and the HACLV 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 or a 30 day written notice when not specified in the lease, and must give a copy to the HACLV simultaneously.

### **Time of Contract Change**

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new

unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

**D. PORTABILITY** [24 CFR 982.353]

Portability applies to families moving out of or into the HACLV's jurisdiction within the United States and its territories.

**E. OUTGOING PORTABILITY** [24 CFR 982.353, 982.355]

Within the confines of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside the HACLV's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a tenant-based program. When a family requests to move outside of the HACLV's jurisdiction, the request must specify the area to which the family wants to move.

**Restrictions on Portability**

A family is permitted to move only once in a 12-month period. This includes incoming and outgoing ports.

If neither the head nor spouse had a domicile (legal residence) in the HACLV's jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability during the initial 12-month period after admission to the program.

NOTE: Local government defines legal domicile.

Following the initial 12-month period, the HACLV will not permit families to exercise portability:

If the family is in violation of a family obligation.

If the family owes money to the HACLV.

If the family has moved out of its assisted unit in violation of the lease.

If the family has not lived in their unit for 12 months.

If they family has been served an eviction notice for cause or judgment.

**F. INCOMING PORTABILITY** [24 CFR 982.354, 982.355]

**Absorption or Administration**

The HACLV will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will be issued a "Portability" Voucher by the HACLV. The term of the voucher will not expire before the expiration date of any initial PHA's voucher. The family must submit a request for approval of tenancy for an eligible unit to the receiving HACLV during the term of the voucher. If the Family decides not to lease-up in the

HACLV's jurisdiction, the Family must request an extension from the Initial PHA. HACLV shall not give extension for port ins to ensure compliance with HUD's billing requirements.

Families who owe another PHA money or who have violated a family obligation will not be absorbed.

Family members 18 and older will be screened. However, HACLV will not delay housing while awaiting the results of screening on incoming portables. If the participant fails HACLV screening, the participant may be terminated.

When the HACLV does not absorb the incoming Voucher, it will administer the Initial PHA's Voucher and the HACLV's policies will prevail.

For admission to the HACLV program, a family must be income eligible in the HACLV's jurisdiction.

HACLV will not administer incoming portable families that were in violation of their previous lease or owes another housing authority funds and are not in a current repayment agreement.

The receiving HACLV does not redetermine eligibility for a portable family that was already receiving assistance in the initial PHA Section 8 tenant-based program.

The HACLV will issue a "Portability Voucher" according to its own Subsidy Standards. If the Family has a change in family composition, which would change the Voucher size, the HACLV, will change to the proper size based on its own Subsidy Standards.

#### **Income and TTP of Incoming Portables [982.353(d)]**

As receiving PHA, the HACLV will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the HACLV's jurisdiction, the HACLV will refuse to enter into a contract on behalf of the family at \$0 assistance.

#### **Requests for Approval of Tenancy**

Attendance at a briefing will be mandatory for all portability families.

When the Family submits a Request for Tenancy Approval, it will be processed using the HACLV's policies. If the Family does not submit a Request for Tenancy Approval or does not execute a lease, the Initial PHA will be notified within 10 calendar days by the HACLV.

If the Family leases up successfully, the HACLV will notify the Initial PHA within 10 calendar days, and the billing process will commence.

The HACLV will notify the initial PHA if the family fails to submit a request for approval of tenancy for an eligible unit within the term of the voucher.

If the HACLV denies assistance to the family, the HACLV will notify the Initial PHA within 10 calendar days and the family will be offered a review or hearing.

The HACLV will notify the Family of its responsibility to contact the Initial PHA if the Family wishes to move outside the HACLV's jurisdiction under continued portability.

### **Regular Program Functions**

The HACLV will perform all program functions applicable the tenant-based assistance program, such as:

Annual reexaminations of family income and composition;

Annual inspection of the unit; and

Interim Examinations when requested or deemed necessary by the HACLV

### **Terminations**

The HACLV will notify the Initial PHA in writing of any termination of assistance within 10 calendar days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the HACLV, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the HACLV.

The Initial PHA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial PHA notifies the HACLV that the Family is in arrears or the Family has refused to sign a Payment Agreement, the HACLV will terminate assistance to the family.

### **Required Documents**

As Receiving PHA, the HACLV will require the documents listed on the HUD Portability Billing Form from the Initial PHA.

### **Billing Procedures**

As Receiving PHA, the HACLV will bill the Initial PHA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be monthly unless requested otherwise by the Initial PHA.

The HACLV will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial PHA's rate) for each "Portability" Voucher leased as of the first day of the month.

The HACLV will notify the Initial PHA of changes in subsidy amounts and will expect the Initial PHA to notify the HACLV of changes in the Administrative Fee amount to be billed.

Copyright 1999 by Nan McKay & Associates

To be reprinted only with permission of Nan McKay & Associates

Unlimited copies may be made for internal use

Reviewed by Abt & Associates for changes in 2005

HACLV Admin Plan



## Chapter 14

### CONTRACT TERMINATIONS

#### INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the HACLV that defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the HACLV and the owner, and the policies and procedures for such terminations.

#### A. CONTRACT TERMINATION [24 CFR 982.311]

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the HACLV may be terminated by the HACLV, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the HACLV to the owner after the month in which the Contract is terminated. The owner must reimburse the HACLV for any subsidies paid by the HACLV for any period after the contract termination date or for any funds paid in error to the vendor.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the HACLV for vacancy loss under the provisions of Certificate HAP contracts effective before October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

#### B. TERMINATION BY THE FAMILY: MOVES [24 CFR 982.314(c) (2)]

Family termination of the lease must be in accordance with the terms of the lease. HACLV shall not issue a voucher to move for a period of 30 days when it has received a notice of an eviction in process for cause. **The owner/manage shall have 30 calendar days from the date of the notice to receive a court awarded affidavit of eviction, judgment or summary of eviction that shall be consider as documentation of a serious lease violation and result in termination of the participant's assistance.**

**C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS**

[24 CFR 982.310, 982.455]

If the owner wishes to terminate the lease, the owner is required under the lease, to provide proper notice as stated in the lease.

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for:

Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;

Violations of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises;

or Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises.

Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for “other good cause” unless the owner is terminating the tenancy because of something the family did or failed to do (see 982.310)

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action and shall provide HACLV with a copy of all notices to the participant. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

The HACLV requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the HACLV's decision regarding termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, the HACLV must continue to make housing assistance payments to the owner until the owner has obtained a court judgment, affidavit of eviction, summary of eviction or other process allowing the owner to evict the tenant. No voucher shall be issued to the participant to move for a period of 30 days from the date of the original notice and the participant shall be terminated if a judgment, affidavit of eviction or summary of eviction is provided by the court as these shall be considered as serious lease violations.

The HACLV will continue housing assistance payments until the family moves or is evicted from the unit. If the action is finalized in court, the owner must provide the HACLV with the documentation, including notice of the lock-out date, if applicable. HACLV shall terminate the participant, even if they family has moved to another unit.

The HACLV must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By accepting funds paid via direct deposit from the HACLV, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

If an eviction is due to no cause of the family, and if the HACLV has no other grounds for termination of assistance, the HACLV may issue a new voucher so that the family can move with continued assistance.

#### **D. TERMINATION OF THE CONTRACT BY HACLV**

[24 CFR 982.404(a), 982.453, 982.454, 982.552(a) (3)]

The term of the HAP contract terminates when the lease terminates, when the PHA terminates program assistance for the family, and when the owner has breached the HAP contract. (See Chapter on "Owner Disapproval and Restriction")

The HACLV may also terminate the contract if:

The HACLV terminates assistance to the family.

The family is required to move from a unit when the unit subsidy is too big for the family size (Certificate Program) or the unit does not meet the HQS space standards because of an increase in family size or a change in family composition.

The landlord has accepted side payments for higher rents.

The owner has submitted fraudulent documents to HACLV.

Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

**Notice of Termination**

When the HACLV terminates the HAP contract under the violation of HQS space standards, the HACLV will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which the HACLV gives such notice to the owner.



## Chapter 15

### DENIAL OR TERMINATION OF ASSISTANCE

[24 CFR 982.552, 982.553]

#### INTRODUCTION

The purpose of this Chapter is to define the guidelines that HACLV will follow in making decisions to deny assistance to an applicant, or terminate assistance to a participant family.

#### 1. DENIAL OF ASSISTANCE TO AN APPLICANT

The HACLV shall deny assistance to an applicant for any or all of the reasons listed below:

##### A. ACTION/INACTION BY THE APPLICANT

The HACLV shall deny assistance to an applicant that:

- ❖ Refuses placement on the HACLV Section 8 wait list;
- ❖ Refuses or withdraws a voucher;
- ❖ Refuses to enter into Housing Assistance Payment (HAP) Contract or an approved lease agreement;
- ❖ Refuses to cooperate with HACLV during the initial certification process or refuses to provide assistance under portability procedures;
- ❖ Has been evicted from any housing assisted under the program under the 1937 Act, within the last five years;
- ❖ Has ever been terminated under any housing program under the 1937 Act for any family member;
- ❖ Owes a debt to any HACLV housing program or to any other Public Housing Authority;
- ❖ Has been terminated from the Section 8 program at another authority within the last five years;

- ❖ Has a landlord under Section 8 who has received a court judgment for damages to a unit under Section 8, an affidavit or summary of action of eviction. These shall be considered a serious lease violation.
- ❖ Has made fraudulent misrepresentation on his/her application for Section 8 assistance;
- ❖ Has engaged in or threatened abusive or violent behavior toward HACLV personnel;
- ❖ Fails to sign and submit consent forms for obtaining information in accordance with 24 CFR 760 and 24 CFR 813;
- ❖ Fails to establish citizenship or eligible immigration status for at least one family member;
- ❖ Fails to appear at a scheduled eligibility certification appointment;
- ❖ Fails to appear at a scheduled briefing to issue a voucher;
- ❖ Fails to submit an approvable RFTA within the required timeframe on the voucher or complete the leasing process.
- ❖ Fails to take immediate possession of the unit after the execution of a contract –unless written approval has been given by HACLV. Immediate is defined as within 5 calendar days of the execution of the HAP.

## **1. MITIGATING CIRCUMSTANCES:**

In deciding whether to deny assistance because of an applicant's actions or failure to act, HACLV has discretion to consider all of the circumstances in each case, including the seriousness of the action or failure, the extent of the applicant's culpability and the effects of denial of assistance on the applicant's household members who were not involved in the action or failure. HACLV will also consider good cause reasons for missing an appointment or failing to timely provide information. Said reasons include documented hospitalization, travel or incarceration. In addition, HACLV will make reasonable accommodations to reinstate applicants with disabilities who miss appointments for reasons that are verified to be related to their disabilities, when requested.

The HACLV has no discretion when denying assistance to an applicant whom has failed to establish citizenship or eligible status, owes a PHA an unpaid debt or has been evicted from any Public Housing Program under the 1937 Act; Illegal drug use, other criminal activity, and alcohol abuse that would threaten other residents unless they can demonstrate to HACLV that the person engaging in the activity has been rehabilitated, or that the situation no longer exists.

## **B. CRIMINAL CONDUCT OF AN APPLICANT OR MEMBER OF APPLICANT'S HOUSEHOLD**

The HACLV shall deny assistance to an applicant and/or an applicant's household members who are found to have engaged in violent and/or drug related criminal conduct or conduct that otherwise adversely affects the health, safety or welfare of the public. History of multiple arrests and/or convictions shall be considered as noted on metro scopes and/or other criminal screen results.

The criminal records of each applicant and their household members will be evaluated in accordance with the standards listed below:

### **1. Criminal Sexual Convictions:**

Applicants and/or their household members who have been convicted of criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness or child abuse **and** are required by law to register as sex offender will be prohibited from participation in the Section 8 Voucher Program.

### **2. Convictions for Possession and/or Use of Controlled Substance:**

Applicants and/or household members who have been convicted of possession of controlled substance that was due to the applicant and/or household member's addiction rather than sale or distribution, may be eligible for admission to the Section 8 Voucher Program, **if** the applicant and/or household member submits verifiable documentation evidencing completion or on-going participation in a certified drug rehabilitation program, **and** the conviction did not occur within the year immediately preceding the date of admission of the applicant into the Section 8 program.

### **3. Denial of Assistance Due to Alcohol Abuse:**

The HACLV shall deny assistance to an applicant when, through verifiable evidence, HACLV determines that:

- ❖ The applicant and/or household member has a pattern of abuse of alcohol; **and**
- ❖ The way that alcohol is abused threatens the health, safety or right to peaceful enjoyment of the community surrounding their current residence.

#### **a. Mitigating Circumstances**

The HACLV may elect not to deny assistance to an applicant due to alcohol abuse, if the applicant produces verifiable evidence that:

- ❖ He/she or his/her household member has successfully completed an alcohol rehabilitation program; or
- ❖ He/she or his/her household member is currently enrolled in and is regularly attending an alcohol rehabilitation program and program staff will verify that the applicant's behavior is not likely to threaten the health, safety or rights to peaceful enjoyment of the community.

#### 4. Felony Convictions

Applicants and/or members of their household who have felony criminal convictions shall be barred from admission for the time periods listed below **and** must demonstrate that they have no new arrests and/or convictions for a minimum period of one (1) year from the last date of their sentence. **Additionally, fugitive felons shall not be admitted.**

For the purpose of the Section, the "last date of sentence" shall mean the date of discharge from parole and/or probation or, in the case of a sentence that did not impose parole or probation, the date of release from prison/jail or the date of completion of court ordered community service and/or final payment of court ordered fines/restitution.

##### A. Five Year Admission Bar Period:

Persons evicted from public housing, Indian Housing, Section 23, or any Section 8 Program because of drug related criminal activity are ineligible for admission to Section 8 for a period of five years beginning on the date of such eviction. The HACLV will not waive this requirement.

Persons arrested or convicted of the offenses listed below shall also be barred from admission to the Section 8 Voucher Program, for a period of five (5) years from the date of conviction:

- (1) Murder
  - Voluntary manslaughter
  - Involuntary Manslaughter, and
  - Attempted Murder
- (2) Mayhem
  - Attempted Mayhem

- (3) Kidnapping  
Attempted Kidnapping
- (4) Battery with Substantial Bodily Harm
- (5) Robbery with the use of a deadly weapon  
Attempted robbery with the use of a deadly weapon
- (6) Trafficking in Controlled Substance
- (7) Sale of Controlled Substance
- (8) Arson

**b. Three Year Admission Bar Period**

Persons arrested or with convictions of one of the following offenses will be barred from admission to the Section 8 Voucher Program for a period of three (3) years:

- (1) Possession of Controlled Substance with Intent To Sell
- (2) Coercion
- (3) Robbery

**C. Evidence of Criminal Activity**

In determining whether to deny admission to an applicant based on drug related criminal activity the HACLV may deny assistance if the preponderance (i.e. majority) of verifiable evidence (i.e. criminal records, police records, reports from parole/probation officers or landlords) indicates that an applicant and/or household members were arrested or convicted.

If there is evidence documented that an adult family member has been involved in drug-related criminal activity on or off the premises within the 12-month period preceding the date of initial certification or re-certification, whether or not there has been a conviction, there will be a determination of ineligibility for admission or continued occupancy.

Alternatively, the applicant may be deemed eligible for assistance **if** he/she executes a written agreement declaring that the household member, with the record of criminal activity, will not reside at the leased premises.

5. HACLV will permanently deny admission to Section 8 participants convicted of manufacturing or producing methamphetamine on the premises of assisted housing developments in violation of any Federal or State Law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and ground. Such individuals are permanently barred from receiving Federal Housing Assistance.

Additionally, if a person convicted of a crime and is on probation or parole, he or she may not be admitted into the Section 8 Programs for a period of one year from the date the probation or parole is completed. Multiple arrests will also be considered when determining eligibility even when there is no conviction(s).

## **II. Termination of Assistance to a Participant Family**

The HACLV shall terminate assistance to a participant family, for any and all of the reasons listed below:

### **A. Breach of Family Obligations:**

The HACLV shall terminate assistance to a participant family that:

- ❖ Fails or refuses to supply any information that HACLV or HUD determines necessary for the administration of the Section 8 Program, including but not limited to, submissions of required evidence of citizenship or eligible immigration status;
- ❖ Fails to supply information requested by the HACLV or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- ❖ Fails to appear or re-schedule, prior to the appointment time and date, at a required annual re-examination appointment, unless due to documented hospitalization, travel or incarceration for reasons other than reasons which would result in termination of assistance.
- ❖ Fails or refuses to disclose verifiable social security numbers;
- ❖ Fails or refuses to notify the HACLV of an eviction notice and/or that the family has moved from the assisted residence prior to receiving written approval from HACLV;
- ❖ Fails or refuses to utilize the assisted residence as a primary residence;
- ❖ Failure or refuses to report changes in income or family composition in writing within 10 calendar days to HACLV, including marriages.
- ❖ Fails or refuses to promptly notify the HACLV that a family member no longer resides in the unit;

- ❖ Fails to submit written 30 day notice to owner and HACLV prior to moving.
- ❖ Permits persons, other than or in addition to members of the assisted family, to reside in the unit without prior approval from HACLV;
- ❖ Commits serious or repeated violations of the lease, including but not limited to, non-payment of the tenant rent portion and substantial damage of the premises;
- ❖ Fails or refuses to allow the HACLV to inspect the assisted unit at reasonable times and after 48 hours notice;
- ❖ Fails or refuses to pay any utilities that the owner is not required to pay for;
- ❖ Fails or refuses to maintain any appliances, in a safe condition, that the Owner is not required to maintain;
- ❖ Fails or refuses to correct/repair life threatening caused damage to the leased premises within 24 hours of the occurrence, including reconnecting utilities.
- ❖ Fails or refuses to correct/repair family caused damages to the leased premises - beyond normal wear and tear - within 30 days of the occurrence of said damage; and
- ❖ Fails or refuses to comply with all other family obligations, set forth in 24 CFR 982.552.
- ❖ Fails to provide landlords and HACLV with a written notice “prior” to moving from the unit and receiving HACLV’s written approval (which is an issued voucher).
- ❖ Makes side payments of higher rents than approved to landlords/managers.
- ❖ Was previously evicted from any housing programs under the 1937 Act within the previous five years from the date of admission into the Section 8 Program. The HACLV will not waive this requirement.
- ❖ HACLV will terminate participants that received court evictions, or repeat documented violations of the lease and/ or documented cases of program fraud. Any awarded judgment or special inspections conducted by HACLV’s HQS Inspectors or documentation provided by the landlord/manager will be used as supportive documentation for terminating assistance due to serious or repeated violations of the lease, inclusive of non-payment of rent. This action may be taken even when the participant has moved to another unit
- ❖ **Failure to report income (including funds provided for paying utilities on the next annual after an interim for zero income has been completed). No repayment agreement shall be executed.**

## **B. Lease Violations**

An eviction or documentation of serious or repeated violation of the lease will result in termination of assistance. Repeated is defined as more than two incidents within one calendar year. The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- ❖ The owner terminates tenancy through court action for serious or repeated violation of the lease.
- ❖ The owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the HACLV determines that the cause is a serious or repeated violation of the lease based on available evidence.
- ❖ Nonpayment of rent is considered a serious violation of the lease.
- ❖ Damages in excess of the security deposit, which have not paid within 30 days of notification by the owner, are considered a serious violation of the lease.
- ❖ Failure to keep utilities connected that are the responsibility of the family, are considered a serious lease violation.
- ❖ Repeated criminal activities at the unit are considered a serious lease violation or any convictions that are listed in our five year bar from admissions.

## **C. Criminal Conduct by Family Members:**

The HACLV shall terminate assistance to a participant family if any member of the family is verified to have engaged in criminal activity involving drugs or violence. Additionally, HACLV shall terminate fugitive felons. **This includes persons arrested or convicted of felony crimes that have warrants issued for their arrest that are unresolved.**

### **1. Termination of Assistance Due to Possession of Controlled Substances:**

A determination to terminate assistance due to a family member's illegal use or possession for personal use of a controlled substance must be based upon conduct that occurred within one year before the HACLV notifies the family of its decision to terminate.

### **2. Termination of Assistance Due to Alcohol Abuse:**

The HACLV shall terminate assistance to a family when, through verifiable evidence, HACLV determines that:

- ❖ A family member has a pattern of abuse of alcohol; and
- ❖ The family member abuses alcohol in a way that threatens, the health, safety or right to peaceful enjoyment of the community surrounding the assisted unit.

**a. Mitigating Circumstances:**

The HACLV may elect not to terminate assistance to a family due to alcohol abuse if the family member produces verifiable evidence that:

- ❖ He/she has successfully completed an alcohol rehabilitation program; or
- ❖ He/she is currently enrolled in and is regularly attending an alcohol rehabilitation program and program staff will verify that he/she is unlikely to threaten the health, safety or right to peaceful enjoyment of others.

If the family member has caused prior incidents of interference with the health, safety or right to peaceful enjoyment as a result of alcohol abuse, while on the Section 8 Program, the above-referenced mitigating factors will not be considered.

**3. Evidence of Criminal Activity:**

In determining whether to terminate assistance to a family, based on drug related criminal activity, the HACLV may terminate assistance if the preponderance (i.e. majority) of verifiable evidence (i.e. criminal record, police records, reports from parole/probation officers or landlords) indicates that a family member engaged in such activity, regardless of whether the family member was arrested or convicted.

**D. Falsification or Fraud by Family Members:**

The HACLV shall terminate assistance to a participant family that has submitted false, fraudulent or intentionally misleading information to HACLV in order to obtain assistance and/or during the term of their Section 8 HAP agreement.

**1. Ownership Interest in the Assisted Unit:**

The HACLV will terminate assistance to a participant family when, through verifiable evidence, HACLV determines that:

- a. a family member has an ownership interest in the assisted unit; or
- b. the family has permitted the Owner, of the assisted unit, to reside therein.

When the above-referenced determinations are made, HACLV shall refer the matter forthwith to the Office of the Inspector General (OIG) for criminal investigation. The

referral to the OIG shall not preclude, postpone, or otherwise interfere with the HACLV's administrative termination process.

## **2. False, Misleading or Fraudulent Income Information:**

HACLV shall terminate assistance to a participant family when, through verifiable evidence, HACLV verifies that:

- ❖ The family willfully misrepresented income on a zero income certification; or
- ❖ The family misrepresented facts that caused HACLV to overpay assistance.

### **a. Mitigating Circumstances:**

If a family misrepresented facts that caused HACLV to overpay assistance, HACLV may choose to continue assistance if the family repays the overpayment within (30) days of the date of HACLV's determination.

## **3. Business Activity in the Assisted Unit:**

The HACLV shall terminate assistance to a participant family when HACLV verifies that the assisted unit is being used primarily for business purposes.

In making this determination, HACLV shall consider whether the business activity resulted in the inability of the family member to utilize critical living space such as, bedrooms and bathrooms.

### **a. Illegal Business Activity:**

When the HACLV verifies that the participant in conducting an illegal business at the assisted unit, the family's assistance shall be terminated.

For purposes of this Section, an illegal business is one that violates the State of Nevada criminal code.

## **E. ZERO (\$0) ASSISTANCE TENANTS**

### **HAP Contracts Prior to 10/2/95**

For contracts, which were effective prior to 10/2/95, the PHA is liable for unpaid rent and damages if the family vacates during the allowable 12 months after the last HAP payment. The PHA must perform all of the functions normally required, such as reexaminations and inspections.

The participant will be notified of the right to remain on the program at \$0 assistance for 12 months. If the family is still in the unit after 12 months, the assistance will be terminated.

In order for a family to move to another unit during the 12 month, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

## **HAP Contracts On or After 10/2/95** [24 CFR 982.455 (a)]

For contracts effective on or after 10/2/95, the PHA has no liability for unpaid rent or damages, and the family may remain in the unit at \$0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180-day timeframe, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the PHA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

## **F. PROCEDURES FOR NON-CITIZENS** [24 CFR 5.514, 5.516, 5.518]

### **Denial or Termination due to Ineligible Immigrant Status**

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The PHA must offer the family an opportunity for a hearing. (See Chapter 2, Section D.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

### **False or Incomplete Information**

When the HACLV has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify his/her citizenship, the HACLV will not give him/her an opportunity to provide a new declaration as an eligible immigrant or an opportunity to elect not to contend his/her status.

The HACLV will then verify eligible status, deny, terminate, or prorate as applicable.

The HACLV will deny or terminate assistance based on the submission of false information or misrepresentation.

### **Procedure for Denial or Termination**

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the PHA either after the INS appeal or in lieu of the INS appeal.

After the PHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).





## Chapter 16

### COMPLAINTS AND APPEALS

#### INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the HACLV. This Chapter describes the policies, procedures and standards to be used when families disagree with a HACLV decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the HACLV to ensure that all families have the benefit of all protections due to them under the law.

#### A. COMPLAINTS TO THE HACLV

The HACLV will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HACLV may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

#### Categories of Complaints

1. Complaints from families: If a family disagrees with an action or inaction of the HACLV or owner.  
  
Complaints from families will be referred to the Senior Occupancy Specialists and, if not resolved, to the Section 8 Supervisor.
2. Complaints from owners: If an owner disagrees with an action or inaction of the HACLV or a family.  
  
Complaints from owners will be referred to the Section 8 Supervisor.
3. Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules.  
  
Complaints from staff will be referred to the Section 8 Supervisor.
4. Complaints from the general public: Complaints or referrals from persons in the community in regard to the HACLV, a family or an owner.  
  
Complaints from the general public will be referred to the Section 8 Supervisor and forwarded to the appropriate manager, if not resolved.

The PHA hearing procedures will be provided to families in the briefing packet.

**B. PREFERENCE DENIALS** [24 CFR 5.415]

When the HACLV denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with HACLV staff to discuss the reasons for the denial and to dispute the HACLV's decision.

The person who conducts the meeting will be the Admissions Supervisor or their designee.

**C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS**

[24 CFR 982.54(d)(12), 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When the HACLV determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

The reason(s) they are ineligible,

The procedure for requesting a review if the applicant does not agree with the decision and

The time limit for requesting a review.

The HACLV must provide applicants with the opportunity for an Informal Review of decisions denying:

Listing on the HACLV's waiting list

Issuance of a Voucher

Participation in the program

Informal Reviews are not required for established policies and procedures and HACLV determinations such as:

Discretionary administrative determinations by the HACLV

General policy issues or class grievances

A determination of the family unit size under the HACLV subsidy standards

Refusal to extend or suspend a Voucher

A PHA determination not to grant approval of the tenancy

Determination that unit is not in compliance with HQS

Determination that unit is not in accordance with HQS due to family size or composition

### **Procedure for Review**

A request for an Informal Review must be received in writing or other method requested by an applicant with a disability by the close of the business day, no later than 10 calendar days from the date of the HACLV's notification of denial of assistance. The informal review will be scheduled within 10 calendar days from the date the request is received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by an employee other than the person who made the decision or a subordinate of that person or an individual from outside the HACLV.

The applicant will be given the option of presenting oral or written objections to the decision. Both the HACLV and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A Notice of the Review findings will be provided in writing to the applicant within 10 calendar days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

### **D. INFORMAL HEARING PROCEDURES** [24 CFR 982.555(a-f), 982.54(d)(13)]

When the HACLV makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The HACLV will give the family prompt notice of such determinations, which will include:

- The proposed action or decision of the HACLV;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the HACLV's decision.
- The procedure for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing.

The HACLV must provide participants with the opportunity for an Informal Hearing for decision related to any of the following HACLV determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment

Appropriate utility allowance used from schedule

Determination that premerger Certificate program family is underoccupied in their current unit and a request for exception is denied

Determination to terminate assistance for any reason.

Determination to terminate a family's FSS Contract, withholds supportive services, or proposes forfeiture of the family's escrow account.

The HACLV must always provide the opportunity for an informal hearing before termination of assistance.

Informal Hearings are not required for established policies and procedures and HACLV determinations such as:

Discretionary administrative determinations by the HACLV

General policy issues or class grievances

Establishment of the HACLV schedule of utility allowances for families in the program

A HACLV determination not to approve an extension or suspension of a voucher term

A HACLV determination not to approve a unit or lease

A HACLV determination that an assisted unit is not in compliance with HQS (HACLV must provide hearing for family breach of HQS because that is a family obligation determination)

A HACLV determination that the unit is not in accordance with HQS because of the family size

A HACLV determination to exercise or not exercise any right or remedy against the owner under a HAP contract

### **Notification of Hearing**

It is the HACLV's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the PHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the HACLV receives a request for an informal hearing, a hearing shall be scheduled within 10 calendar days. The notification of hearing will contain:

The date and time of the hearing

The location where the hearing will be held

Copyright 1999 by Nan McKay & Associates

To be reprinted only with permission of Nan McKay & Associates

Unlimited copies may be made for internal use

Reviewed by Abt & Associates for changes in 2005

HACLV Admin Plan

The family's right to bring evidence, witnesses, legal or other representation at the family's expense

The right to view any documents or evidence in the possession of the HACLV upon which the HACLV based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. Requests for such documents or evidence must be received no later than three calendar days before the hearing date.

A notice to the family that the HACLV will request a copy of any documents or evidence the family will use at the hearing. Requests for such documents or evidence must be received no later than three (3) calendar days before the hearing date. The notification will be provided to a participant with a disability in the format requested.

### **The HACLV's Hearing Procedures**

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the HACLV's prior decision will stand and no further hearings will be scheduled. The HACLV will reschedule the hearing, upon a family's written request to the HACLV within 5 calendar days, only if the family can show good cause for the failure to appear.

Families have the right to:

Present written or oral objections to the HACLV's determination.

Examine the documents in the file that are the basis for the HACLV's action, and all documents submitted to the Hearing Officer;

Copy any relevant documents at their expense;

Present any information or witnesses pertinent to the issue of the hearing;

Request that HACLV staff be available or present at the hearing to answer questions pertinent to the case; and

Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the HACLV will make the copies for the family. In no case will the family be allowed to remove the file from the PHA's office.

In addition to other rights contained in this Chapter, the HACLV has a right to:

Present evidence and any information pertinent to the issue of the hearing;

Copyright 1999 by Nan McKay & Associates

To be reprinted only with permission of Nan McKay & Associates

Unlimited copies may be made for internal use

Reviewed by Abt & Associates for changes in 2005

HACLV Admin Plan

Be notified if the family intends to be represented by legal counsel, advocate, or another party;

Examine and copy any documents to be used by the family prior to the hearing;

Have its attorney present; and

Have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer appointed by the HACLV who is neither the person who made or approved the decision, nor a subordinate of that person or an individual from outside the HACLV.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented that has not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision. However, the delay cannot exceed seven (7) calendar days from the date of the hearing.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the HACLV shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the HACLV is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to the HACLV and the family within 10 calendar days after the hearing and/or any extension and shall include:

A clear summary of the decision and reasons for the decision;

If the decision involves money owed that differs from the original notification of debt;

The date the decision goes into effect.

The HACLV is not bound by hearing decisions that:

- Concern matters in which the HACLV is not required to provide an opportunity for a hearing;
- Conflict with or contradict to HUD regulations or requirements;

- Conflict with or contradict Federal, State or local laws; or
- Exceed the authority of the person conducting the hearing.

The Executive Director or his/her designee may overturn the decision of the hearing officer but must provide written notice to the participant thereby allowing them to appeal their termination.

The HACLV shall send a letter to the participant if it determines the HACLV is not bound by the Hearing Officer's determination within 10 calendar days. The letter shall include the HACLV's reasons for the decision.

All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the family's file.

**E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"** [24 CFR Part 5, Subpart E]

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the USCIS appeal.

Assistance to a family may not be terminated or denied while the HACLV hearing is pending but assistance to an applicant may be delayed pending the HACLV hearing.

**USCIS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the USCIS SAVE system and manual search do not verify the claim, the HACLV notifies the applicant or participant within ten days of their right to appeal to the USCIS within thirty days or to request an informal hearing with the PHA either in lieu of or subsequent to the USCIS appeal.

If the family appeals to the USCIS, they must give the HACLV a copy of the appeal and proof of mailing or the HACLV may proceed to deny or terminate. The time period to request an appeal may be extended by the HACLV for good cause.

The request for a HACLV hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the USCIS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in section D of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the PHA will:

Deny the applicant family

Defer termination if the family is a participant and qualifies for deferral

Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the HACLV will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

**F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES** [24 CFR 982.204, 982.552(c)]

When applicants are denied placement on the waiting list, or the HACLV is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.



## Chapter 17

### OWNER OR FAMILY DEBTS TO THE HACLV

[24 CFR 982.552]

#### **INTRODUCTION**

This Chapter describes the HACLV's policies for the recovery of monies, which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the HACLV's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the HACLV's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the HACLV, the HACLV will make every effort to collect it. The HACLV will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments Civil suits
- Payment agreements
- Abatements
- Reductions in HAP to owner
- Collection agencies
- Credit bureaus
- Income tax set-off programs

#### **A. PAYMENT AGREEMENT FOR FAMILIES** [24 CFR 792.103, 982.552 (b)(6-8)]

A Payment Agreement as used in this Plan is a document entered into between the HACLV and a person who owes a debt to the HACLV. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the HACLV upon default of the agreement.

The HACLV will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the HACLV.

Copyright 1999 by Nan McKay & Associates  
To be reprinted only with permission of Nan McKay & Associates

HACLV Admin Plan

Unlimited copies may be made for internal use

Reviewed by Abt & Associates for changes in 2005

There are some circumstances in which the HACLV will not enter into a payment agreement. They are:

If the family already has a Payment Agreement in place.

If the PHA determines that the family committed program fraud.

If the PHA determines that the debt amount is larger than can be paid back by the family within one year.

The minimum monthly amount of monthly payment for any payment agreement is \$25.

BALANCE DUE	PAYMENT DUE
\$26-\$100	\$25 down and \$25 per month
\$101-\$500	25% down and balance within 11 months with minimum payment of \$35 per month
\$501-\$1000	25% down and balance within 11 months with minimum payment of \$50 per month
\$1001+	25% down and balance within 11 months with minimum payment of \$75 per month

**B. GUIDELINES FOR PAYMENT AGREEMENTS** [24 CFR 982.552(b) (8)]

- Payment Agreements will be executed between the HACLV and the head of household, co-head, or spouse.
- The Repayment Agreement must be executed by the Section 8 Manager or his/her designee.
- Payments may only be made by money order or cashier’s check.
- The agreement will be in default when one payment is delinquent by the 10<sup>th</sup> of the month, and the family’s assistance will be terminated unless the HACLV **receives the balance of the Repayment Agreement in full within 14 calendar days of the date on the notice of default. Partial payments shall be accepted to pay off debt but shall not prevent termination.**
- Payment Agreements must be in writing.
- Length of Payment Agreements not to exceed one year.

**C. OWNER DEBTS TO THE PHA** [24 CFR 982.453(b)]

If the HACLV determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the HACLV may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the HACLV will:

Require the owner to pay the amount in full within 30 calendar days with written notice.

Pursue collections through use of a collection agency

Restrict the owner from future participation.

**D. WRITING OFF DEBTS**

Debts will be written off if:

The debtor's whereabouts are unknown and the debt is more than one year old.

A determination is made that the debtor is judgment proof.

The debtor is deceased.

The debtor is confined to an institution indefinitely or for more than one year.

The amount is less than \$5

The debtor cannot be located

The debt is more than six years old and is not a judgment.



## Chapter 18

### OWNER DISAPPROVAL AND RESTRICTION

[24 CFR 982.54, 982.306, 982.453]

#### **INTRODUCTION**

It is the policy of the HACLV to recruit owners to participate in the Section 8 Voucher program. The HACLV will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HACLV. The regulations define when the HACLV must disallow an owner participation in the program, and they provide the HACLV discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

#### **A. DISAPPROVAL OF OWNER** [24 CFR 982.306]

##### **1. Mandatory Owner Disapproval:**

###### **a. Owners are under HUD's Debarment, Suspension or Limited Denial of Participation:**

The HACLV **must** disapprove the Section 8 Program participation of an owner when, through verifiable evidence, HACLV determines that the owner is debarred, suspended or subject to a limited denial of participation pursuant to 24 CFR Part 24.

###### **b. A Familial Relationship exists between the owner and Prospective Tenant:**

The HACLV **must** disapprove the Section 8 Program participation of an owner when, through verifiable evidence, HACLV determines that the Owner is seeking to lease his/her unit to his/her individually or as a beneficiary of a trust or his/her joint tenant or tenant in common.

###### **c. Resident Ownership**

The HACLV must disapprove the Section 8 Program participation of an Owner when, through verifiable evidence, HACLV determines that the Owner is seeking to lease his/her unit to his/her parent, child, grandparent, grandchild, sister or brother. The HACLV will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

## 2. HUD Directed Owner Disapproval

When directed by HUD, HACLV must not approve an Owner to participate in the Section 8 Program if:

- a. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
- b. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

## 3. HACLV Discretionary Owner Disapproval:

In its administrative discretion the HACLV may deny approval to lease a unit from an owner for any of the following reasons:

- a. The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
- b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- c. The owner has engaged in drug trafficking;
- d. **The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased Section 8 assistance or leased under any other federal housing program which has resulted in three (3) units being abated or terminations of HAP contracts for non-compliance.**
- e. The owner has a history or practice of renting units that fail to meet State or local housing codes; or
- f. The owner has not paid State or local real estate taxes, fines or assessments.
- g. The owner refuses or has a history of refusing to take action to terminate tenancy for activity engaged in by the tenant, tenant's household members, guests or any other person under the tenant's control that:
  - (i) threatens the health or safety of, or right to peaceful enjoyment of the immediate vicinity surrounding community by residents, owners or HACLV employees; and
  - (ii) in drug-related or violent criminal activity.

- h. The owner has charged and collected side payments from a participant in HACLV's Section 8 Program will be barred from entering into any new Housing Assistance Payments (HAP) for a period of 3 years from the date of the last HAP payment made to said landlord under current contracts.
- i. The owner owes a pass debt that is outstanding with HACLV. The debt must be paid in full prior to entering into a new contract.

**B. Breach of Housing Assistance Payment Contract**

**1. Owner Breach:**

Any of the actions, listed below, constitute breach of the HAP Contract by the Owner:

- ❖ Violation of any obligation expressed in the HAP Contract, including, but not limited to, failure to maintain the unit in accordance with the HQS - unless said failure is the result of uncorrected tenant caused damage, beyond normal wear and tear.
- ❖ Violation of any obligation expressed in any other HAP Contract.
- ❖ The commission of fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- ❖ Involvement in drug trafficking.

**a. HACLV's Rights and Remedies:**

HACLV's rights and remedies against the owner under the HAP Contract include:

- ❖ Recovery of overpayment in small claims court;
- ❖ Abatement or partial reduction of housing assistance payments; and
- ❖ Termination of the HAP Contract.

**2. HACLV Breach:**

The following actions constitute breach of the HAP Contract by the HACLV.

- ❖ Violation of any obligation expressed in the HAP Contract;
- ❖ Failure to promptly pay the housing assistance payment to the Owner in accordance with the time periods and amounts expressed in the HAP Contract.

**a. Owner's Remedies:**

If HACLV fails to make timely payments, the Owner may request a late payment fee in accordance with State or Local law and pursuant to the terms of their lease. Said late payment fee shall be paid from:

- (1) Administrative fee income; or
- (2) Administrative fee reserve.



## Chapter 19

### SPECIAL HOUSING TYPES

[24 CFR 982.601]

#### **INTRODUCTION**

The HACLV will permit the use of any special housing type in its program only if the applicant/participant can demonstrate that it is needed as a reasonable accommodation for a person with a disability. Acceptable demonstration will include documentation from one or more knowledgeable professionals who are familiar with the applicant/participant and or the type of special housing requested as accommodation.

The HACLV will not set aside any program funding for special housing types, or for a special housing type

#### **Verification of Need for Reasonable Accommodation**

Acceptable documentation as verification of the need for reasonable accommodation would be a letter to the HACLV describing how the special housing type requested provides the accommodation that the person is in need of. The request and documentation will be reviewed by the Section 8 Supervisor and a written response stating approval or disapproval will be sent to the applicant/participant within 14 calendar days of receipt of the request.

A copy of the HACLV's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approvable by all other HUD standards and HQS requirements in accordance with 24 CFR 982 Section M - Special Housing Types.

#### **A. SINGLE ROOM OCCUPANCY** [24 CFR 982.602]

The HACLV will develop policy if a reasonable accommodation is granted for this purpose.

#### **B. CONGREGATE HOUSING** [24 CFR 982.606]

The HACLV will develop policy if a reasonable accommodation is granted for this purpose.

#### **C. GROUP HOMES** [24 CFR 982.610]

The HACLV will develop policy if a reasonable accommodation is granted for this purpose.

#### **D. SHARED HOUSING** [24 CFR 982.615]

The HACLV will develop policy if a reasonable accommodation is granted for this purpose.

#### **E. COOPERATIVE HOUSING** [24 CFR 982.619]

The HACLV will develop policy if a reasonable accommodation is granted for this purpose.

## **F. MANUFACTURED HOMES** [24 CFR 982.620]

The HACLV will permit a family to lease a manufactured home and space with assistance under the program. The HACLV will provide assistance for a family that owns the manufactured home and leases only the space.

### **Housing Quality Standards** [24 CFR 982.621]

A manufactured home must meet all the HQS requirements outlined in Chapter Ten and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.

A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

### **Manufactured Home Space Rental** [24 CFR 982.622]

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space.

Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

### **Reasonable Rent**

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by the HACLV.

The HACLV will not approve a lease for a manufactured home space until the HACLV has determined that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the PHA will redetermine that the rent is reasonable.

The HACLV will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. The HACLV will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the HACLV, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the HACLV, the owner must provide the HACLV information on rents for other manufactured home space.

**Housing Assistance Payments for Manufactured Home Space** [24 CFR 982.623]

HAP for the Regular Tenancy Program

The FMR for a manufactured home space will be determined by HUD.

For the Regular Tenancy Program the initial rent to owner for leasing a manufactured home space may not exceed the published FMR for a manufactured home space.

During the term of a certificate tenancy, entered prior to the merger date, the amount of the monthly housing assistance payment equals the lesser of:

The manufactured home space cost minus the higher of: the Total Tenant Payment; OR

The rent to owner for the manufactured home space.

"Manufactured home space cost" means the sum of: the amortization cost, the utility allowance, and the rent to owner for the manufactured home space.

HAP for the Voucher Tenancy

There is a separate FMR for a family renting a manufactured home space. For a Voucher tenancy, the payment standard is used to calculate the monthly housing assistance payment for a family. The FMR for rental of a manufactured home space is 30percent of the published FMR for a two-bedroom unit.

Subsidy Calculation for the Voucher Program

During the term of a Voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

The payment standard minus the total tenant payment; or

The rent paid for rental of the real property on which the manufactured home owned by the family is located (the space rent) minus the total tenant payment.

The space rent is the sum of the following as determined by the PHA:

Rent to owner for the manufactured home space;

Owner maintenance and management charges for the space;

The utility allowance for tenant paid utilities.

Utility Allowance Schedule for Manufactured Home Space Rental [24 CFR 982.624]

The HACLV will establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family, if the family actually incurs the expenses because of a move.

Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place.

Utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.

**G. HOMEOWNERSHIP-**

**HACLV'S SECTION 8 HOME OWNERSHIP PROGRAM**

**Introduction: The City of Las Vegas Housing Authority (HACLV) goal is to provide the opportunity for its Section 8 (S8) participants to utilize the Section 8 Housing Choice Voucher on a voluntary basis, to further their goals in becoming first time homeowners.**

**1. PERIOD OF ASSISTANCE**

- Period – 5 years

**2. NUMBER TO BE ASSISTED**

- A total of 20 Section 8 FSS participants on a first-come, first-served basis.

**3. PROGRAM IMPLEMENTATION**

**HACLV will:**

- Develop the procedures to be used in the Program
- Verify that participants have completed one (1) year of full time employment (32 **hours** per week or 2000 hours annually) in the previous calendar year prior to entering the Homeownership Program.
- Verify graduation from the FSS Program.
- Perform initial screening and refer to Housing Counseling Agency.
- Ensure all aspects of the Program are equal for all.
- Make timely Housing Assistance Payments (HAP).
- Track program participants and make stats available to HUD, if requested.

**HACLV MAY CONTRACT WITH A CONSULTANT SERVICE TO:**

- Assist in locating a home.
- Assist in credit repair.
- Locate assistance for down payment.
- Ensure the home warranty inspection is performed by a licensed inspector.
- Provide annual home ownership updates for two (2) years for each client.
- Provide home ownership counseling which will include:
  - Information pertaining to the types of financing available
  - Information pertaining to the pros and cons of the different types of financing.
  - Advise on how to find a home.
  - Provide home ownership maintenance training
  - Budgeting and money management.
  - Credit counseling and repair assistance
- Monitoring each client i.e., credit repair completion; classes that have been completed; efforts toward down payment; target home ownership date; other progress issues including but not limited to notifying HACLV of participants who fail to attend required meetings.

**4. OUTREACH VIA**

- Section 8 Tenant Newsletter.
- Ads in newspapers.
- All Section 8 Briefing Packets.
- Appearances on TV talk and radio shows

**5. ELIGIBILITY REQUIREMENTS**

A family must meet the general requirements for participation in HACLV’s Section 8 Homeownership Program, as specified in the Administrative Plan which include:

- Be a first time homeowner as defined by HUD as not having own a property within the three years.
- Must locate a home, secure financing and purchase said home within six (6) months of completing Family Self-Sufficiency (FSS) Program and completing HACLV’s Section 8 home ownership interest form.

- Be a graduate of HACLV's Family Self-Sufficiency Program
- Must have one or more adults currently employed full time for a one-year period prior to home ownership assistance, which equates to said person working a minimum of 30 hours per week or 2000 hours annually in the calendar year, prior to signing the S8 Homeownership contract.
- Must be in good standing as it relates to Section 8 family obligations and be on the Section 8 tenant based program for one year prior to admission into the Section 8 Homeownership Program.
- Must complete Homeownership/Budget Counseling Course, unless the participant can provide documented proof of completion of such a course within six months.
- Must attend all scheduled training and referral service meetings.
- Report all changes in income and family composition with 10 calendar days of said change.
- Must meet income requirements, which are: Have income of twice the payment standard at initial enrollment. Temporary Assistance for Needy Families will not be counted as income.
- Choose lenders where underwriting criteria comply with basic mortgage lending. No predatory lending practices will be approved in this program.
- Must be an existing home within Clark County or under construction at the time the participant enters into a Contract of Sell.
- Pursuant to 42 USC§143f(Y)(1), home ownership assistance under Section 8 may only be provided for families receiving "tenant-based assistance."
- Other than FHA – insured mortgage financing, the HACLV must require that the underwriting procedures used by the lender comply with the basic mortgage.
- The family must provide the HACLV with a copy of the contract of sale; insurance credit underwriting requirements for FHA – insured single family mortgage loans. (HUD Handbook 4155.1)
- The home must pass an initial HACLV HQS inspection. The family must also have an independent professional home inspection to inspect the home to identify physical defects and the condition of major building systems and components. A copy of the independent inspection report must be given to the HACLV. The family must pay for the independent inspection.
- The seller is responsible for completing necessary pre-purchase repairs.
- The selected home must be a one unit property or single dwelling unit in a cooperative or condominium.

- Agree to complete a pre-homeownership counseling program and post training, as required.
- Provide evidence of payment of taxes and homeowner's insurance annually.
- Sign a contract of Homeownership Obligations
- Notify HACLV of any foreclosure notices or late notices received from their lenders.
- The family does not owe HACLV or any other PHA a bad debt.

## **6. DOWNPAYMENT REQUIREMENTS**

- A minimum down payment of 3 percent from the participant, of which 1 percent must be from the participant personal resources.

## **7. FINANCING REQUIREMENTS**

- The family must secure its own financing for the home purchase with an approval lender.
- HACLV will not directly or indirectly make choices of lenders although we may provide participants with a list of multiple approved lenders as a tool.
- HACLV must approve review and approve the lender contract, prior to signing participants Section 8 Homeownership Contract to ensure it does not have any predatory lending and the family can afford the proposed financing.
- No balloon payment mortgages will be approved or variable interest rates.
- HACLV nor HUD will guarantee any mortgage financed under this program.
- Contract of sell must contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation under 24 CFR; Part 24.

## **8. PAYMENT GENERAL**

- Once HACLV executes a Contract of Homeownership Obligations with the participant, which will occur after all documents, inspections and contracts have been received and approved Housing Assistance Payments (HAP) will be made to the participant payable to the participant and the lender on the 1<sup>st</sup> of each month.
- Section 8 payment will equal the lower of (1) the payment standard minus the total tenant payment; or the family's monthly homeownership expenses minus the total tenant payment. In determining the amount of the homeownership assistance payment, the HACLV will use the same payment standard, utility allowance, payment standard and subsidy assistance as used in the Housing Choice Voucher Program.

- The family is responsible for the monthly home ownership expenses not reimbursed by the HAP. Repeated late payments to the lender may result in the participant's termination. Repeated is defined as "submitting payments more than 30 days late more than 3 times in a calendar year."
- HACLV must use the UA schedule and payment standard applicable to the Section 8 Voucher Rental Program. However, under the Section 8 Homeownership Program, payment standards will not change.
- A family that defaults on their mortgage must reapply for the Section 8 tenant-based program to receive Section 8 rental assistance. They will not be considered under continuous occupancy.

## 9. FAMILY OBLIGATIONS

- Home ownership assistance will be paid only while the family is residing in the home.
- The family must comply with the following family obligations:
  - ***Ongoing counseling*** – referred as required to ensure no foreclosures.
  - ***Compliance with mortgage*** – Must comply with the terms of the mortgage securing debt incurred to purchase the home and any refinancing of such debt.
  - ***Prohibition against conveyance or transfer of home*** – (i) So long as the family is receiving home ownership assistance, use and occupancy of the home is subject to §982.551(h) and (I). The family may not sell, convey or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home.
    - (ii) In the case of assistance for a homeowner, 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, home ownership assistance may continue pending settlement of the descendant's estate, notwithstanding transfer of title by operation of law to the descendant's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with §982.55(h).
  - ***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 home ownership expenses.

- **Notice of move out** – The family must notify the HACLV before the family moves out of the home or put the home up for sell. HACLV prohibits moves within the first five years under the program.
- **Notice of Mortgage Default** – The family must notify the HACLV if the family defaults on a mortgage securing any debt incurred to purchase the home.
- All other Section 8 family HUD required family obligations.

#### **10. Denial/Termination of Assistance**

- HACLV may deny permission to move or continue with HAP payments, in accordance with Section 24 CFR 982.552, including termination of assistance for violation of any family obligations described in Section 24 CFR 982.632 and/or in HACLV's Section 8 Administrative Plan, Chapter 15 "Denial/Termination of Assistance".
- Homeownership Participants who opt of this program or who are terminated must reapply for S8 Tenant-Based Assistance if they choose, only when the wait list is opened.
- HACLV will further terminate assistance for any member of the family that is dispossessed from the home pursuant to a judgement or order of foreclosure on any mortgage securing debt incurred to purchase the home, or any refinancing of such debt.

#### **11. ADDITIONAL REQUIREMENTS**

- Annual re-exams will be conducted and appropriate adjustments made.
- Two late mortgage payments within six- (6) month period will lead to termination.

#### **12. OTHER ITEMS**

- HACLV will earn the same administrative fees as in the tenant-based rental program for each month that home ownership assistance is paid.
- The family must provide HACLV with a copy of the contract of sale.
- Head of household and any spouse of the head of household that has previously defaulted on a mortgage obtained through the home ownership option are barred from receiving future Section 8 home ownership assistance.

### **13. Homeownership Expenses**

HACLV has established the following allowances to be used in determining expenses for all homeownership families:

- Principle and Interest on initial mortgage
- Real Estate Taxes
- Home Insurance
- Utility Allowance
- Allowance for major repairs and replacement of \$1000/annually
- Maintenance Allowance \$500/annually

**These allowances will be re-verified annually at re-certification times.**



## Chapter 20 – Project-Based Assistance

### Project-Based Assistance (PBA)

This section applies to units developed or rehabilitated under the Section 8 Project-Based Assistance (PBA) program and placed under HAP contract between the owners and HACLV. The term of the contract is concurrent with the term of the funding increment under which the units were developed, but the contract can be renewed if the funding increment is renewed. Except with respect to the following, the HACLV' policies for these units are the same as those for the tenant-based programs.

1. When a PBA unit becomes vacant, the owner is required to notify HACLV so prospective tenants can be referred. The HACLV will notify certified eligible families who have applied for Section 8 Project-based assistance of the availability of the unit. The HACLV will advise applicant that they can only be assisted at this development and will also be required to be approved for tenancy by the property manager.
2. If the unit has not been leased to a certificate or voucher holder or applicant after 30 days, the owner may select an income-eligible family for the unit and refer the family to the HACLV for a determination of eligibility for assistance.
3. Owners who do not notify the HACLV promptly of a vacancy, arbitrarily reject prospective tenants referred by the HACLV, or fail to lease the unit to an eligible family within 90 days will have their HAP contract terminated or, in the case of multiple units under one HAP, have their HAP amended to exclude the unit.
4. Owners who do not make required repairs to a PBA unit within 90 days will have their HAP contract terminated or, in the case of multiple units under one HAP, have their HAP amended to exclude the unit.
5. Families living in PBA units that are terminated for owner non-compliance or owner opt-out will have their form of assistance converted to a Section 8 Housing Choice Voucher.
6. PBA participants whose family size increases to the point where their continued occupancy of the PBA unit violates the HQS space requirement will be required to move into a large unit when a unit within the PBA development becomes available.
7. PBA participants whose family size decreases to the point where they have less than one person per bedroom will be required to move, and be relocated within the development when the appropriate unit become available within the PBA development.
8. Other than those situations described in A 6, 7, and 8 above, PBA participants who move will not continue to receive assistance.
9. PBA participants after the first year, may notify manage by submitting a 60 day written notice that they are executing their option to receive a tenant-based voucher.
10. HACLV shall issue a tenant-based voucher, if the appropriate notice was given, if the participant does not have any violations of their lease, and if there is available funding to issue a tenant-based voucher.

Written by HACLV staff

Reviewed by Abt & Associates 1/2005

11. If there is not adequate funding at the time the family is eligible to receive a tenant-based voucher, they shall be placed on a waiting list and shall receive the next available voucher once funding becomes available. However, if they have signed a new lease, they must fulfill the obligations of that lease prior to being issued a voucher.



## Chapter 21 Family Self-Sufficiency Policy and Procedures

### LAS VEGAS HOUSING AUTHORITY: FAMILY SELF-SUFFICIENCY STATEMENT OF POLICIES AND PROCEDURES

#### 1.0: FSS POLICY STATEMENT OF THE HACLV

##### 1.1 Background Statement.

*Family Self-Sufficiency (FSS)* is a family economic development initiative of the U.S. Department of Housing and Urban Development (HUD). The FSS program is designed to facilitate the economic empowerment of HACLV's Section 8 participants. The greatest potential for breaking the cycle of poverty will be achieved when FSS participants work to advance their formal education, job training skills, and/or current level of employment.

The local FSS Program is intended to serve as a catalyst for families to accept responsibility for themselves as they move toward achieving economic independence and self-sufficiency through the full utilization of resources made available through the FSS program.

The HACLV's FSS Program will be coordinated by the FSS Coordinators through close collaboration and participation of caseworkers and Section 8 FSS staff.

In implementing its *Family Self-Sufficiency (FSS)* Program, the Housing Authority of the City of Las Vegas (HACLV) is committed to providing the highest quality of housing and related non-housing services to its FSS Program Participants. Such non-housing services will take the form of a wide range of *supportive services* directly related to promoting the *economic self-sufficiency* of program participants. To encourage participants to reach their fullest economic potential, the HACLV will link community supportive services with an individual's educational, job training and job placement goals. Goal setting will be facilitated by the staff of the agency's Section 8 FSS Coordinator. Each participant will develop their *Individual Training and Service Plan (ITSP)* with the assistance of their Case Manager, and Section 8 FSS Coordinator.

##### 1.2 FSS Policy

It is the policy of the HACLV to employ all reasonable means to identify the economic self sufficiency needs of its public housing and Section 8 program recipients, and to

actively pursue those internal and external resources integral to breaking the cycle of family dependency on governmental assistance and necessary for sustaining family self-sufficiency.

The local Family Self Sufficiency (FSS) program will complement the objectives of the federal and state welfare reform programs with the overriding objective to move FSS participants from welfare-to-work and with the ability to sustain economic self-sufficiency within five (5) years.

One of the primary objectives of the local program is to increase opportunities for homeownership for Section 8 participants. Accordingly, the FSS program will focus on participant's economic development and the supportive services directly related to preparing the heads of household for income generating (e.g., employment, home based businesses) opportunities and long-term self-sufficiency. This component will include, but not be limited to credit counseling, credit repair and home ownership counseling.

Family economic development will be accomplished through a coordinated program of *training, education and supportive services* that promote family opportunities to participate in income generation programs and services. It is anticipated that the vast majority of services and programs will be provided by a wide range of local service providers in the public and private sectors. The targeted service providers will execute a *Memorandum of Understanding (MOU)* with the HACLV.

The HACLV will utilize a *Program Coordinating Committee (PCC)* constituted by the HACLV, Clark County Housing Authority (CCHA) and the North Las Vegas Housing Authority (NHACLV) on a quarterly basis and develop homeownership coalition immediately following PCC meetings. It is the intent of this agency to maximize the use of local resources, while minimizing to the greatest extent feasible, the time and financial demands of our service provider partners.

The HACLV will coordinate and integrate the FSS functions and duties into its routine housing operations as a means of establishing the goal of family economic sufficiency as a mainstream agency objective directly related to meeting the long-term needs of program recipients.

## **2.0- ACTION PLAN**

The HACLV's FSS Program Action Plan (Attachment G) will govern the operation of the FSS Program.

## **3.0: FSS ADMINISTRATIVE GOALS**

### **3.1 Staff Assistance to Participants**

The HACLV goal is to develop and implement a successful FSS Program for participants in the Section 8 Program. This program will prepare families for economic self sufficiency by providing them with assistance through family case management which will link them to educational advancement opportunities; basic/remedial education; job skills training; job placement; and/or linkages to supportive services.

### **3.2 Increasing Number of Working Families**

In an effort to increase the number of working families within the agency's housing assistance programs, the HACLV will *identify, mobilize and link resources* in a manner that will expand the Family Self-Sufficiency (FSS) Program to assist as many motivated and interested families as the program resources will accommodate.

The HACLV will implement this process as follows:

- } Execute MOUs with the initially targeted self-sufficiency partners, in order to have adequate services available to meet obligations to the motivated families as the new units are developed or modernized units come back on line;
- } Develop and issue a FSS program booklet listing the basic program objectives, enrollment procedures and primary service providers to all currently enrolled and interested families;
- } Make an annual commitment of funds from Section 8, if such funds are available to support employment skills training

### **3.3 Targeted Supportive Services to Be Provided FSS Participants**

The following forms of supportive services will be provided for the FSS Program participants through collaborative partnerships with area governmental, educational and/or non-profit service providers:

1. Childcare
2. Transportation
3. Remedial Education
4. Secondary and Post Secondary Education
5. Job Readiness Training

6. Jobs Referrals
7. Homeownership Counseling
8. Credit Counseling/Credit Repair

#### **4.0 PROGRAM COORDINATING COMMITTEE (PCC)**

##### **4.1 Role of the Program Coordinating Committee (PCC)**

The housing authorities of the City of Las Vegas, Clark County and N. Las Vegas will jointly constitute the PCC to avoid duplication of services for the FSS participants of all three agencies.

The *Program Coordinating Committee (PCC)* will assist in both providing AND securing commitments of public and private resources for the successful operation of the program. The committee will be composed of a cross section of service providers, sponsors of skills based training, employers, Section 8 and public housing program participants and HACLV staff.

The PCC will assume an active role in the development and operation of the FSS Program. The HACLV Manager of Housing Operations will assume the leadership role. The PCC will initially -not less than quarterly.

##### **4.2 Targeted PCC Membership**

The PCC membership will include the following:

A public housing participant who has currently or previously received public aid and who has successfully completed or is currently enrolled in a self-sufficiency or welfare-to-work related program and is in compliance with their program obligations;

A Section 8 participant who has currently or previously received public aid and who has successfully completed or are currently enrolled in a self-sufficiency or welfare-to-work related program and is in compliance with program obligations;

Three (3) Key staff , HA staff members (one from each PHA area);

Three ((3)FSS-program level HA staff members (one from each PHA area);

Three (3)Representatives from area units of local government (Las Vegas, Clark County, N. Las Vegas);

Two (2)Local agency representatives which administer the JTPA (Job Training

Partnership Act) and JOBS (Job Opportunities and Basic Skills Training Program): *PIC* and *Nevada Business Services*

Five (5) Representatives from area employers

One (1) Representative from a private employment agencies

One (1) representative from local post-secondary educational institution

One (1) representative from local welfare agency

One (1) representative from *Culinary Training Institute*

One (1) EOB Child care provider (*Community Partners*)

Three (3) representatives from non-profit service providers

## **5.0 FAMILY SELF-SUFFICIENCY PARTICIPANT RECRUITMENT AND SELECTION CRITERIA**

### **5.1 Family Notification: Section 8**

*All Section 8 participants at their briefing will be provided with an FSS interest form to complete. Additional outreach will be done through the Section 8 Tenant Informer Newsletter.*

Once the participants have a HAP Contract executed and the participant must contact the FSS Department, their name will be placed on our FSS Wait List.

Participant Selection: Eligible participants will be placed on the Section 8 FSS Wait List. Applicants shall be selected in order of the date they were placed on the waiting list, date of next annual re-examination and then preferences. Preference will be given to HACLV FSS Participants transferring into the Section 8 Program for immediate placement (even when all slots are full) and then to FSS Port in participants. Other applicants will be pulled in date order but must be within 120 days of their annual re-certification date at the time they are pulled from the waiting list. If the next applicant is not within 120 days of their annual re-certification date, they will remain in place on the waiting list and the next eligible applicant will be pull.

One or more *program orientation* meetings will be held depending upon the level of written interest/response received. Each such orientation will be facilitated by the , *one or more occupancy specialists, and FSS Coordinators..*

Applicants will be given the opportunity to provide a written *interest statement* during

the Section 8 program briefing. All current participants will complete an interest form at annual recertification, if not enrolled.

## **5.2 Family Intake Procedures: Section 8**

The FSS Coordinator will assist the head of household in completing the *FSS Program Application* (Attachment D). The FSS Coordinator will conduct an oral interview based upon the written responses received.

Each applicant will be provided with a written decision of the action taken by the agency within not more than fifteen (15) working days after the manager's interview.

Applicants will be denied participation if:

- They were previous participants in FSS and violated the program
- Have an unpaid debt to any PHA

Applicants will be notified of their status within 15 days. Each eligible head of household will be so notified in writing or other communication method requested by a participant with a disability and given a date/time for their initial FSS program briefing. This briefing may be conducted individually or in a group.

For each program applicant deemed ineligible for FSS program participation, the written notice shall inform the family of reason (s) for denial with enough specificity to allow them the opportunity to provide specific written evidence of eligibility and inform them of their right to an informal review of the decision to be held conducted by the housing manager.

## **5.3 Selection Criteria**

The HACLV will first make available the resources of its FSS program to participants who are committed to breaking the cycle of governmental dependency. Preferences will be given to PH FSS Participants transferring to S8 FSS and secondly to Incoming Ports currently under FSS Contracts, then by date of application to other candidates.

## **6.0: FSS PROGRAM ENROLLMENT**

### **6.1- Nondiscrimination in FSS Program Recruitment, Selection and Services**

The HACLV will not discriminate against applicants for or participants of its *Family Self Sufficiency (FSS)* program because of their race, education level, age, job history or performance, credit rating, marital status, number of children, skills or developmental disabilities.

*Reasonable accommodations* will be made upon request for FSS applicants with disabilities. The HACLV will work closely with heads of household who are disabled and may require a *disability-specific jobs training program* and the members of the agency's *Section 504 advisory committee* to identify and secure resources necessary to meet the self- sufficiency goals of heads of households with disabilities.

### **6.2- Initial Intake Activities: Section 8**

Upon written notice of program acceptance, the participant will be scheduled for a meeting with the FSS Coordinator or Designee to set goals, objectives and tasks. One hour will be allotted for this meeting.

During the meeting the FSS Coordinator will describe the:

- education/jobs training programs and terms of participation for each program;
- available supportive services and terms for participation;
- "binding obligations" of the family through the *FSS Contract of Participation*;

The participant and staff representatives will jointly develop the participant's Individual Training and Service Plan (ITSP).

The *Intake folder* shall include at least the following forms of data:

- Needs Assessment
- Participant Goal-Setting **Worksheet/ITSP**
- Copies of any existing service agreements (e.g., *school registration, childcare, etc.*)
- Contract of Participation Form

### **6.3- Developing the *Individual Training and Service Plan (ITSP)***

The ITSP (see Attachment F) will be jointly developed by the participant and the FSS Coordinator or their designee. The case manager shall allot two hours for this meeting.

The ITSP will identify the *economic self-sufficiency* and *supportive service partners* necessary to assist the participant in achieving their established FSS program goals. The ITSP will include, but not necessarily be limited to, the following forms of information:

- Major and Interim Goal(s)
- Applicable Service Providers
- Targeted Start/End Date for each FSS targeted service
- Description of any known/anticipated barriers to timely and/or successful completion
- Range of solutions to perceived barriers/obstacles
- Financial Budget Form (see Attachment G)
- Targeted dates for progress meetings with the case manager

During this meeting, the case manager will also prepare the:

- Contract of Participation (see Attachment H)
- Service Provider Referral/Letter of Introduction (see Attachment I)

The FSS Coordinator or designee will advise the Property Manager/Section 8 Staff when a FSS participant has completed the ITSP.

#### **6.4- Contract Execution**

After the *initial activities* have been completed, the FSS head of household will be required to sign a *FSS Contract of Participation (HUD Form 52650)*.

The Contract of Participation will set forth the terms and conditions of participation in the FSS Program. It also includes the rights and responsibilities of the FSS family and the HACLV.

The *ITSP* will be an attachment to the FSS Contract. If the FSS participants are receiving benefits under the *Temporary Assistance to Needy Families (TANF)* program, the HACLV shall establish a goal that the family will become independent from TANF assistance at least one (1) year before the expiration of the term of the Contract of Participation. The Contract of Participation provides that one of the obligations of the FSS family is to comply with the terms of the Public Housing lease and/ or Section 8 Program requirements.

It is the responsibility of the Section 8 FSS Coordinator to review the *FSS Contract of Participation*, in its entirety, with the participant. This will include a review of both the contract terms and the ITSP.

During this meeting, the participant will have the opportunity to amend any portion of the ITSP with the concurrence of the **FSS Coordinator**. Should the proposed changes

substantially alter the participant's goals in a manner that controverts the program objectives and/or the original selection criteria the manager must advise the participant of the perceived problem(s) and determine if the participant should be referred back to the case manager. Alternatively, should the FSS Coordinator determine that the participant is no longer committed to the objectives of the FSS program the FSS Coordinator may terminate the participant's enrollment process. Any terminations must be made in writing and the family must be advised of the procedures for obtaining an informal hearing under the public housing or Section 8 program, as applicable. (See section 9.0).

If the participant affirms their commitment to the ITSP the FSS **Coordinator** shall prepare the *FSS Escrow Worksheet* and provide the participant with the appropriate explanation of the rent to be paid and the baseline to determine subsequent amount of the escrow. The participant and **FSS Coordinator** will jointly execute the Contract of Participation. The original of the Contract, and any applicable attachments, will be maintained in the participant folder. A copy of the escrow worksheet and the *rent adjustment form* will be forwarded to the accounting department within three (3) working days of contract execution. The FSS Coordinator must complete within two working days the 50058 FSS Addendum. At the close of this meeting, the participant will be provided with copies of the:

- Service Provider Referral Letters (original with copies to file)
- Contract of Participation and ITSP (copy)
- Escrow Worksheet (copy)
- ITSP

#### **6.5- Employment and Education Requirements**

At any time the participant is not enrolled in an approved jobs training or educational program, the participant shall be required under the Contract of Participation to seek and maintain suitable employment of at least 20+ hours per week. Only the head of household of the FSS family will be required to seek and maintain suitable employment. To *seek employment* means to provide evidence that he or she is actively completing/submitted job applications, participating in job interviews, and/or soliciting job leads through the Nevada Employment Services. The participant must complete and submit the *Documentation of Search Form* and submit monthly to the Section 8 FSS Coordinator.

Determination of a participant's *employability* shall be made by the HACLV based on skills, education, prior work experience and or jobs training, as well as the perceived level of work opportunities based on individual attributes. The FSS Coordinator may waive the *employment obligation* where justified.

Alternatively, a participant may be enrolled in an educational program that is expected to

result in the award of a *diploma, certificate or degree*. For anything other than *remedial/basic education*, the FSS participant must provide evidence that they are enrolled *full-time* in accordance with the institution's requirements for *full time status for day students*. The participant may also be required to periodically provide evidence that they are *continually* enrolled throughout the calendar year.

Summarily, the FSS participant must be employed or in school/jobs training on a full time basis, or evidence a combination of school and work.

#### **6.6- Contract Term**

The Contract of Participation shall provide that each FSS participant will be required to fulfill their FSS obligations in not more than five (5) years after the effective date of the contract.

#### **6.7- Contract Extension for Good Cause**

The HACLV shall, in writing, extend the term of the Contract of Participation on a finding of *good cause*. The extension may be granted for not less than three months and not more than 12 months. Only one extension shall be granted per participant. The family must make a written (or other method of communication as required for disabled participants) request for the extension specifically stating the grounds for the extension.

*Good Cause* shall be defined to mean circumstances beyond the control of the FSS family such as a serious illness or loss of employment by the head of household. These circumstances must be verified by third party methods.

Approved extension of the Contract of Participation will entitle the FSS family to continue to have amounts credited to the FSS family's account. Extension will be granted by FSS Coordinator with the Director of Housing Programs or Housing Programs Manager's approval.

#### **6.8- Contract Modifications**

The HACLV and the FSS participant must mutually agree to modify the Contract of Participation. It must be modified in writing with respect to changes to the participant's individual training and supportive service plan, the FSS contract, and/or the designated head of the family.

If an FSS service partner fails to deliver the supportive services pledged pursuant to a participant's ITSP, the HACLV shall make a good faith effort to obtain the same or similar services from another agency. If the agency is unable to obtain like services for

the participant the housing manager and participant shall determine whether the absence of the services will substantially impair the participant's ability to advance their stated FSS goals and/or to achieve economic self sufficiency. If the absence of certain services will severely impact the participant's ability to achieve their original goals, **the FSS Coordinator is authorized to assist the family in modifying the** ITSP, removing any contract obligation of the participant to receive unavailable services and revising, as appropriate, the contract terms.

#### **6.9- Penalties for Failure to Meet or Exceed the Contract Terms**

**The FSS Coordinator** shall clearly explain that violations or non-compliance with the provisions of the Contract of Participation, which includes full compliance with the Section 8 voucher, shall result in one or more penalties to include: termination of participation in the FSS program, reduction or forfeiture of escrow account and/or loss of Section 8 housing assistance.

### **7.0: PROGRAM ACCOUNTABILITY AND REPORTING**

#### **7.1- Service Partner Follow-Up**

Service providers will be asked to complete and return the bottom portion of the *FSS Referral Form* when the family has completed their initial intake activities with the service partner. The FSS **Coordinator** must contact any participant who fails to initially utilize the service provider(s) within 30 days of the initial date of referral.

Service providers will be encouraged to contact the FSS Case Manager when the participant fails to follow through or encounters obstacles to service or program completion.

Housing managers will determine if they or case managers are best suited to assisting the family in problem solving and revising the ITSP, as appropriate.

#### **7.2- Participant Accountability**

FSS participants are required to meet with their assigned case manager on a monthly basis for the first six months of program activity. Thereafter, the case manager and participant will meet on a quarterly basis. If there are problems or if the case manager suspects non-compliance the participant may be placed on a monthly basis.

The participant's progress will be charted on their Individual Training and Service Plan (*ITSP*). The ITSP will serve as a worksheet for tracking progress in the areas of *education, job skills training, jobs placement, transportation, childcare, etc.* Any necessary revisions to the ITSP will be made as a result of the progress (or lack thereof)

documented through the ITSP. New referrals and or adjustments in interim goals may also occur.

Attendance at the scheduled meetings with the case manager is mandatory. Failure to maintain two or more appointments within the first six months is grounds for termination from the program. Only the Housing Programs Manager or Director of Housing Programs may grant a waiver to this part.

### **7.3- HACLV Reporting**

The HACLV will prepare the *Participant Status Report (PSR)* (see Attachment L) for each regularly scheduled meeting of the PCC. This report will include, but not necessarily be limited to:

- Name and major goals of persons enrolled since the last meeting of the PCC
- Name and description of any new service partners since the last meeting of the PCC
- Summary of problems encountered with any service partner
- Summary of obstacles encountered by any participant and proposed solutions

The FSS Coordinator shall prepare and mail the participant their *FSS Annual Report* annually. The annual report will include:

- participant's balance at the start of the reporting period
- amount of rent payment that was credited to the FSS account during the reporting period
- any deductions made from the account for amounts due the agency before interest is distributed
- amount of interest earned on the account during the year
- total in the account at the end of the reporting period

### **7.4- HUD Reporting**

The HACLV will submit a report to HUD regarding the FSS Program. The report will include the following information:

- 1) A description of the activities carried out under the program.
- 2) A description of the effectiveness of the program in assisting families to achieve economic independence and self-sufficiency.
- 3) A description of the effectiveness of the program in coordinating resources of the community to assist families to achieve economic independence and self-sufficiency.
- 4) Any recommendations by the HACLV on the appropriate local PCC for

legislative or administrative action that would improve the FSS.

The Annual report is due to HUD on or before **January 30**.

The HUD 50058 FSS Addendum (see Attachment M) will be prepared as part of the initial enrollment and annual recertification process and electronically submitted to HUD the month following the close of the initial or annual certification.

## **8.0: TENANT PAYMENTS AND ESCROW CREDITS AND DISBURSEMENTS**

For the public housing program, the housing manager shall establish the family's (tenant's ) rent based on the lesser of the Total Tenant Payment (TTP) or Ceiling Rent minus any applicable allowance for tenant paid utilities.

For the Section 8 housing voucher programs, the Section 8 FSS Coordinator shall compute TTP using the HUD formulas in effect.

The FSS credit shall be computed as follows:

- 1) **The FSS credit shall be the lesser of 30%** of monthly adjusted income minus the family rent, which is obtained by disregarding any increases in earned income, from the effective date or the contract of participation; And
- 2) The current family rent less the family rent as of the effective date of the contract of participation.

For FSS participants who are *low income* (but not very low income), the FSS credit shall be the amount determined in accordance with the formula above, but which shall not exceed the amount computed for 50% of median income.

FSS participants whose adjusted annual income exceeds the low-income limit shall not be entitled to any FSS credit.

The HACLV shall not make any additional credits to the FSS family's escrow account when the family has completed the contract of participation in accordance with **13.0**, or when the contract of participation is terminated or declared *null and void*.

## **9.0: TERMINATION OF THE FSS CONTRACT OF PARTICIPATION**

### **9.1 Termination: Public Housing**

The FSS Contract of Participation may be terminated before the expiration date or extended for one of the following seven (6) reasons:

#### **9.1.1 Mutual consent of the parties**

When the HACLV and family agree that the FSS program ceases to meet the needs of the family, the FSS contract may be terminated. This must be indicated in writing and signed by both the head of household and a representative of the HACLV. The family may reapply at any time in the future with acceptance being based on availability of space in the program. However, priority for participation will be for those who have not previously participated in FSS.

**Failure or refusal of the FSS participant to honor the terms of the contract** (See 9.3 on *noncompliance*)

#### **9.1.2 Expiration of the contract term, and any extension thereof**

When the contract period ends, including any extensions granted, whether or not requirements have been met, the current contract will expire. The family may reapply for a new contract at any time in the future.

#### **9.1.3 Voluntary withdrawal from the program**

A participant may elect to withdraw from the FSS program without penalty at any time during participation in the program. The family may reapply at any time in the future.

**9.1.4 By other such act as deemed inconsistent with the objectives of the FSS program**

This includes, but is not limited to, fraud, illegal activities or any activity that would normally result in eviction from public housing community or termination of Section 8 housing assistance payments.

**9.1.5 By operation of law**

If the FSS program itself is terminated by an act of law, all contracts will automatically expire.

**9.2 Terminations: Section 8**

**9.2.1 Mutual consent of the parties**

When the HACLV and family agree that the FSS program ceases to meet the needs of the family, the FSS contract may be terminated. This must be indicated in writing and signed by both the head of household and a representative of the HACLV. The family may reapply at any time in the future with acceptance being based on availability of space in the program.

**9.2.2 Failure to Meet Contract Obligations**

The failure of the FSS participant to meet its obligations under the contract of participation *without good cause*, including in the Section 8 program the failure to comply with the contract requirements because the family has moved outside of the jurisdiction of the HACLV (excluding Clark County)

**9.1.3 Achievement of self-sufficiency by the family/Completion of the contract**

Thirty percent (30%) of the family's monthly adjusted income equals or exceeds the published Fair Market Rent (FMR) for the size unit for which the FSS family qualifies based on the agency's subsidy standards. The Contract of Participation will be considered completed and the family's participation in the FSS program will be concluded on this basis even though the contract term, including any extension thereof, has not expired, and the participant(s) subject to an *ITSP* have not completed all the activities set forth in their plans. No escrow will accumulate once the

family's income exceeds 30% FMR

#### **9.1.4 Expiration of the contract term, and any extension thereof**

When the contract period ends, including any extensions granted, whether or not requirements have been met, the current contract will expire. The family may reapply for a new contract at any time in the future.

The Contract of Participation is automatically terminated if the family's Section 8 assistance is terminated in accordance with HUD requirements.

#### **9.1.5 Voluntary withdrawal from the program**

A participant may elect to withdraw from the FSS program without penalty at any time during participation in the program. The family may reapply at any time in the future.

#### **9.1.6 By other such act as deemed inconsistent with the objectives of the FSS program**

This includes, but is not limited to, fraud, illegal activities or any activity that would normally result in eviction or termination from the public housing community or Section 8 Assistance.

#### **9.1.7 By operation of law**

If the FSS program itself is terminated by an act of law, all contracts will automatically expire.

### **9.3 Option to Terminate Section 8 Housing and Supportive Service Assistance**

The HACLV may terminate or withhold Section 8 housing assistance, the supportive services, and the FSS family's program participation, if the Authority determines, in accordance with applicable HUD requirements, that the FSS family has failed to comply *without good cause* with the requirements of the Contract.

### **9.4 Noncompliance: Section 8**

Each participant is expected to maintain compliance with the terms of the Contract of Participation and to consistently progress toward his/her stated goals.

*Noncompliance is defined as, the participant's refusal or neglect to consistently progress toward his/her stated goals or the refusal or neglect to accept employment.*

## **9.5 Good Cause**

*Good cause* is defined as those reasons, which are acceptable as valid grounds for periodic noncompliance with the contract, including the refusal to accept employment. The duration and number of instances of noncompliance will be evaluated in determining appropriate action. Reasons constituting *good cause*, include but are not necessarily limited to:

- 1) **Short-term illness**  
This includes illness of the contracted participant or other family member requiring the presence of the contracted participant. If the duration of the illness is more than thirty (30) days, a review will be conducted to determine if the existing contract should be terminated, with the possibility of later reinstatement.
- 2) **Inadequate/unavailable child care**  
If the problem is long-term or frequent, the HACLV may recommend alternative childcare options through the local child care management agency.
- 3) **Transportation problems**  
This includes breakdown or disruption in transportation arrangements with no ready access to alternative transportation.
- 4) **Supportive services problems**  
This includes a breakdown of disruption in established support services, other than childcare or transportation with no ready access to alternative services.
- 5) **Conflicting demands**  
This includes individuals who miss appointments or fail to attend an activity because of job interviews, court appearance, or employment during the time the activity occurs. It also includes individuals for who participation in an activity would result in loss of employment
- 6) **Personal or family crisis**  
This includes any kind of crisis or household emergency that interferes with participation, such as death of a family member, or other justifiable

circumstances.

- 7) **Time Constraints**  
Selected activity requires more than forty hours per week
- 8) **Component becomes unavailable/inappropriate**  
Participant has been referred to or is participating with a FSS program provider and for reasons beyond the ability of the participant to prevent or control; their participation is terminated or program policy changes thereby disqualifying the individual.
- 9) **Employment discrimination**  
The employment, offer of employment, educational or jobs training opportunity is limited or denied on the sole basis of FSS activity discriminates in terms of age, sex, race, religion, ethnic origin, or handicapping condition.
- 10) **Net Loss of Income**  
Accepting a job that would result in a net loss of income for a household. Net loss is determined by assessing the total earnings, unearned income and cash assistance less work-related expenses such as transportation, one-time cost of tools, uniforms, etc. If the resulting amount is less than that prior to accepting the job, good cause may be found.

## **9.6 Transitional Supportive Services**

The Authority may continue to offer a former FSS family who has successfully completed its contract of participation and whose head of family is employed, appropriate FSS supportive services in becoming self-sufficient (if the family still in Section 8 assisted housing), or in remaining self sufficient (if the family no longer still under Section 8 assisted, or other assisted housing).

## **10.0: COUNSELING AND CORRECTIVE ACTION STANDARDS**

### **10.1 Informal Conference**

In the event it is determined by the HACLV that the participant is not in compliance with their contract of participation and/or has refused or neglected to consistently progress toward his/her stated goals, the participant will be issued a *written program warning* and given the opportunity to discuss the charge of noncompliance in an *informal conference* with the FSS Coordinator and to explain the reasons for

his/her actions.

If it is found that the reason(s) for noncompliance are for *good cause*, a record will be made of the facts and circumstances surrounding the noncompliance. The participant will be counseled regarding the situation and will be issued a written *FSS Counseling Statement* that indicates the participant may continue provided the participant complies with the specific terms of the Counseling Statement. If the participant continues and fails to modify his/her conduct to meet compliance requirements, the participant will be subject to written formal corrective action. The initial counseling session will be conducted by the assigned FSS Coordinator.

If it is found that the reasons for noncompliance are not for good cause or that the participant has failed to take corrective action(s) within the timeframe stated in their *FSS Counseling Statement*, the HACLV will take the following corrective action measures:

## **10.2- Corrective Action Measures**

Within three (3) days of determining that the participant's reasons for **continued noncompliance** are not for good cause, or that the participant has failed or neglected to modify his/her conduct after issuance of the Counseling Statement, the HACLV will issue a *Notice of Intent to Terminate FSS Services/Contract of Participation* to the participant. This notice shall provide for a 30-day opportunity to cure the problem(s) by submitting third party (or other documentation as requested by the agency) that the problem(s) have been rectified. The initial and follow-up Notices will include, but not necessarily be limited to the following information:

- a. Description of the act(s) of noncompliance;
- b. Actions the participant must take to resume compliance
- c. Requisite time frames for documenting corrective action;
- d. A statement of the participant's right to explain the reasons for noncompliance;
- e. Consequences of noncompliance if good cause is not shown by the participant;
- f. The method of response required and the date by which it is to be received;
- g. The participant's right to request a modification to the contract and/or meet with the HACLV's Operations Manager;
- h. The participant's right to request an informal review of the decisions; and
- i. A statement that the participant's immediate and continued consistent compliance will end corrective action.

- j. A copy of the grievance policy and a form to request an informal hearing

The FSS participant must respond to the *Notice of Intent to terminate FSS Services/Contract of participation* within ten (10) days by requesting an informal review as outlined in the approved HACLV grievance procedure

If the participant does not respond to the Notice of Noncompliance and/or fails to present acceptable proof of compliance or to request the *hearing* in the time frame prescribed, the participant will be terminated as of the dates stated in the Termination Notice. As a result of termination of participation in the FSS program:

1. All money in escrow is forfeited;
2. The family will forfeit the FSS slot availability;
3. The individual terminated will not be eligible to reapply for participation for a period of one year following termination.

## **11.0: FSS HEARING PROCEDURES FOR PARTICIPANT TERMINATION**

### **11.1 Hearings: Section 8**

If a Section 8 participant is proposed for termination from the FSS program for noncompliance the participant shall receive a letter of intent to terminate with the specific grounds for termination and their right to request an *informal hearing* under the agency's adopted *Section 8 hearing policy and procedure*.

If the participant requests a hearing all termination action will be stayed until a decision has been rendered by the hearing officer.

## **12.0: THE FSS FAMILY ESCROW ACCOUNT**

The HACLV shall maintain all FSS participant escrow accounts in accordance with HUD's regulations for recording program accounts.

During the term of the Contract of Participation, the HACLV shall periodically credit, but not less than annually, to each participants escrow account.

The HACLV will issue an annual report to each FSS participant on the status of their escrow account.

Any investment income for funds in the FSS escrow will be prorated and credited to each participant's account at the end of the period for which the investment

income is credited.

If the FSS participant has not paid the family's contribution towards rent during the month in which such payment was due, or the other amounts, if any, due under the Public Housing lease and/or Section 8 program terms, the balance in the account should be reduced by that amount before prorating/calculating the interest income earned.

### **13.0: COMPLETION OF THE CONTRACT OF PARTICIPATION**

The Contract of Participation is completed when one of the following occurs:

- 1) The FSS family has fulfilled all of its obligations under the contract on or before the expiration of the term of the contract, or
- 2) Thirty percent (30%) of the monthly adjusted income equals or exceeds the published existing fair market rent for the size of the unit for which the family qualifies, or under the HACLV subsidy standard, and the FSS head certifies that all family members are welfare free and have been for a one year period.
- 3) The family vacates the Section 8 housing program.

### **14.0: DISBURSEMENT OF THE FSS ESCROW ACCOUNT**

#### **14.1- Eligibility for Disbursement**

When the HACLV determines that the FSS family has fulfilled its obligations under the Contract of Participation prior to the expiration of the contract term, and the head of household submits a certification that to the best of his or her knowledge and belief no family member is receiving welfare benefits and all family members have been welfare free for the 12 month period preceding the date of the family certification (**Should be verified by FSS Coordinator**) the amount in the FSS escrow account for that family, in excess of any amount owed to the HACLV, shall be approved for payment to the head of the FSS family.

If the HACLV determines the FSS family has fulfilled certain interim goals established in its Contact of Participation and needs a portion of the escrow account funds for purposes consistent with the Contract of Participation, such as completion of education, job training, or to meet start up expenses necessary in creation of a small business, the HACLV at its sole option, may disburse a portion of the funds from the family's escrow account to assist them in order to meet such expenses. (See 15.0)

#### 14.2- Disbursement Procedures

When an FSS Participant becomes eligible for monies held in an Escrow account, the following will occur:

- 1) Participant will prepare and submit a *Request for Escrow Release* (See Attachment) and submit the Family Certification to the FSS Coordinator/HAS I; (see Attachment P). Before disbursement of the FSS escrow funds to the family, the HACLV will verify welfare free status of all family members by requesting copies of any documents which may indicate whether the family is receiving any TANF assistance, and contacting the Welfare Department to establish the date of final payment of TANF benefits to any household member;
- 2) The FSS Coordinator will complete an audit of the program requirements and escrow account within five (5) working days from the date of the request;
- 3) The Section 8 Occupancy Specialist will provide a certification that the participant is in compliance with the terms of their certificate or housing voucher.
- 4) The **FSS Coordinator** will prepare an *adjustment slip* indicating the total of the eligible funds to be released.
- 5) The following documents will be forwarded to the appropriate supervisor for final review and approval:
  - FSS Participant file, including audit and final adjustment slip;
  - Family Certification
  - Program Compliance Certification
  - FSS Program Completion Certification

Section 8 Supervisor will submit the approved adjustment slip to the accounting department for final disbursement. No disbursement of escrow funds will be made without an adjustment slip that has been approved by the Section 8 supervisor.

## **15.0: INTERIM DISBURSEMENTS FROM THE FAMILY'S ESCROW ACCOUNT**

### **15.1 HACLV Policy Governing Interim Disbursements**

The Section 8 Housing Choice Voucher FSS Program does not permit interim disbursements from its escrow accounts.

## **16.0 HACLV Actions When Participant Successfully Completes the Contract of Participation**

The FSS participant shall be scheduled to meet with their case manager within ten working days of the determination that they have successfully completed the terms of their Contract.

**The FSS Coordinator** shall review the *escrow account* information, received from the accounting department, with the participant. The case manager shall inform the participant of the date the check will be available for disbursement.

*Graduates* shall be presented with a Certificate of Completion

### **16.2- Staff Reporting on FSS Graduates**

The FSS Coordinator shall prepare a *personal report* on each graduate to be made a part of the HACLV Board and PCC reporting packet. This report should include:

- 1) Name and age of graduate
- 2) Start and end date of FSS program participation
- 3) Summary of major program achievements (e.g., GED completion, graduation from the *Culinary Union training program, etc.*)
- 4) Family plans for use of escrow funds (e.g., *home purchase*)
- 5) Current and future plans for employment and/or continued education or training



## **PROGRAM INTEGRITY ADDENDUM**

[24 CFR 792.101 to 792.204, 982.54]

### **INTRODUCTION**

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

The LVHA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The LVHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the LVHA's policies for the prevention, detection and investigation of program abuse and fraud.

## **A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

Under no circumstances will the LVHA undertake an inquiry or an audit of a participating family arbitrarily. The LVHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The LVHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the LVHAA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the LVHA's attention, to investigate such claims.

The LVHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

**Referrals, Complaints, or Tips.** The LVHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

**Internal File Review.** A follow-up will be made if LVHA's staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the LVHA's knowledge of the family, or is discrepant with statements made by the family.

**Verification of Documentation.** A follow-up will be made if the LVHA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

## **B. STEPS THE LVHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The LVHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

***Things You Should Know.*** This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the LVHA's expectations for cooperation and compliance.

**Program Orientation Session.** Mandatory orientation sessions will be conducted by the LVHA staff for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

**Resident Counseling.** The LVHA will routinely provide participant counseling as a part of every re-certification interview in order to clarify any confusion pertaining to program rules and requirements. All participants shall receive a Helpful Hints Brochure and sign an acknowledgment form.

**Review and explanation of Forms.** Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

**Use of Instructive Signs and Warnings.** Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

**Participant Certification.** All family representatives will be required to sign a "Participant Certification" form, as contained in HUD's Participant Integrity Program Manual.

## **C. STEPS THE LVHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The PHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

**Quality Control File Reviews.** Prior to initial certification, and at the completion of all subsequent recertifications, **at least 75% of all participant's file** will be reviewed. Such reviews shall include, but are not limited to:

- \* **Assurance that verification of all income and deductions is present.**
- \* **Changes in reported Social Security Numbers or dates of birth.**
- \* **Authenticity of file documents.**
- \* **Ratio between reported income and expenditures.**
- \* **Review of signatures for consistency with previously signed file documents.**
- \* **All forms are correctly dated and signed.**

**Observation.** The LVHA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

- \* **Observations will be documented in the family's file.**

**Public Record Bulletins** may be reviewed by Management and Staff.

**State Wage Data Record Keepers.** Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

**Credit Bureau Inquiries.** Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

- \* **At the time of final eligibility determination**
- \* **For all zero income participants and re-certifications**
- \* **When an allegation is received by the PHA wherein unreported income sources are disclosed.**
- \* **When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.**

#### **D. THE LVHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

The LVHA staff will encourage all participating families to report suspected abuse to the Director of Housing Programs, **in writing**. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The **LVHA** will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

**File Review.** An internal file review will be conducted to determine:

If the subject of the allegation is a client of the PHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the LVHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

**Conclusion of Preliminary Review.** If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the **LVHA** will initiate an investigation to determine if the allegation is true or false.

#### **E. OVERPAYMENTS TO OWNERS**

**\* If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the LVHA may terminate the Contract and arrange for restitution to the LVHA and/or family as appropriate.**

**\* The LVHA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the PHA or the tenant, as applicable.**

## **F. HOW THE LVHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If the LVHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

\* **Credit Bureau Inquiries.** In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

\* **Verification of Credit.** In cases where the financial activity conflicts with file data, a *Verification of Credit* form may be mailed to the creditor in order to determine the unreported income source.

\* **Employers and Ex-Employers.** Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

\* **Neighbors/Witnesses.** Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.

\* **Other Agencies.** Investigators, case workers or representatives of other benefit agencies may be contacted.

\* **Public Records.** If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

\* **Interviews with Head of Household or Family Members.** The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. A high standard of courtesy and professionalism will be maintained by the PHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

\* **Others:** Working with an officer of HUD IG office.

**G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE LVHA**

Documents and other evidence obtained by the LVHA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." In either case, the participant's file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among LVHA Staff unless they are involved in the process, or have information which may assist in the investigation.

**H. CONCLUSION OF THE LVHA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

**I. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the LVHA will review the facts to determine:

The type of violation (procedural, non-compliance, fraud).

Whether the violation was intentional or unintentional.

What amount of money (if any) is owed by the family.

If the family is eligible for continued occupancy.

## **J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED**

Once a program violation has been documented, the LVHA will propose the most appropriate remedy based upon the type and severity of the violation.

- 1. Procedural Non-compliance.** This category applies when the family "fails to" observe a procedure or requirement of the LVHA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family.

Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment.

Failure to return verification in time period specified by the LVHA.

- (a) Warning Notice to the Family.** In such cases a notice will be sent to the family which contains the following:

- \* **A description of the non-compliance and the procedure, policy or obligation which was violated.**

- \* **The date by which the violation must be corrected, or the procedure complied with.**

- \* **The action which will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA.**

- \* **The consequences of repeated (similar) violations.**

- 2. Procedural Non-compliance - Overpaid Assistance.** When the family owes money to the PHA for failure to report changes in income or assets, the LVHA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

A description of the violation and the date(s).

Any amounts owed to the PHA.

A **10** day response period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

- (a) Participant Fails to Comply with LVHA's Notice. If the Participant fails to comply with the PHA's notice, and a family obligation has been violated, the PHA will initiate termination of assistance.
- (b) Participant Complies with LVHA's Notice. When a family complies the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will complete a Participant Counseling Report, give one copy to the family and retain a copy in the family's file.

**3. Intentional Misrepresentations.** When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the LVHA, the PHA will evaluate whether or not:

The participant had knowledge that his/her actions were wrong, and

The participant willfully violated the family obligations or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certification, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrong-doing.

The participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- (a) An admission by the participant of the misrepresentation.
- (b) That the act was done repeatedly.
- (c) If a false name or Social Security Number was used.
- (d) If there were admissions to others of the illegal action or omission.
- (e) That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member).
- (f) That the participant falsified, forged or altered documents.
- (g) That the participant uttered and certified to statements at a interim (re)determination which were later independently verified to be false.

**4. Dispositions of Cases Involving Misrepresentations.** In all cases of misrepresentations involving efforts to recover monies owed, the LVHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

(a) Criminal Prosecution: If the LVHA has established criminal intent, and the case meets the criteria for prosecution, the LVHA will:

**\* Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.**

**\* Refer the case to HUD's RIGI, and terminate rental assistance.**

(b) Administrative Remedies: The LVHA will:

**\* Terminate assistance and demand payment of restitution in full.**

**\* Terminate assistance and execute an administrative repayment agreement in accordance with the LVHA's Repayment Policy.**

**\* Terminate assistance and pursue restitution through civil litigation.**

**\* Continue assistance at the correct level upon repayment of restitution in full 30 days.**

Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the LVHA's repayment policy.

**\* 5. The Case Conference for Serious Violations and Misrepresentations. When the PHA has established that material misrepresentation(s) have occurred, a Case Conference will be scheduled with the family representative and the PHA staff person who is most knowledgeable about the circumstances of the case.**

**\* This conference will take place prior to any proposed action by the PHA. The purpose of such conference is to review the information and evidence obtained by the PHA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the PHA . The family will be given [number] days to furnish any mitigating evidence.**

**\* A secondary purpose of the Participant Conference is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:**

- \* The duration of the violation and number of false statements.**
- \* The family's ability to understand the rules.**
- \* The family's willingness to cooperate, and to accept responsibility for his/her actions**
- \* The amount of money involved.**
- \* The family's past history**
- \* Whether or not criminal intent has been established.**
- \* The number of false statements.**

**6. Notification to Participant of Proposed Action.** The PHA will notify the family of the proposed action no later than [number of] days after the case conference by certified mail.

Reserved

## **GLOSSARY**

### **A. ACRONYMS USED IN SUBSIDIZED HOUSING**

<b>AAF</b>	Annual Adjustment Factor. A factor published by HUD in the Federal Register that is used to compute annual rent adjustment in certain limited instances.
<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>FMR</b>	Fair Market Rent
<b>FY</b>	Fiscal Year
<b>FYE</b>	Fiscal Year End
<b>GAO</b>	Government Accounting Office
<b>HAP</b>	Housing Assistance Payment
<b>HAP Plan</b>	Housing Assistance Plan
<b>HCDA</b>	Housing and Community Development Act
<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.)

**ADMINISTRATIVE PLAN.** The required written policy of the HACLV governing its administration of the Section 8 tenant-based programs. The Administrative Plan and any revisions must be approved by the HACLV'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 HACLV under the consolidated ACC (during a HACLV's 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 for dependents, eligible childcare expenses, un-reimbursed medical expenses, work-related disability expenses, and the elderly/disabled family allowance.

**ADMINISTRATIVE FEE.** Fee paid by HUD to the HACLV for administration of the program.

**ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve").** Account established by HACLV from excess administrative fee income. The administrative fee reserve must be used for housing purposes or development related "solely" to the Section 8 Housing Choice Voucher Program.

**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 HACLV. Under the contract HUD agrees to provide funding for operation of the program, and the HACLV agrees to comply with HUD requirements for the program

**ANNUAL INCOME.** The anticipated cash and non-cash total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

**APPLICANT.** (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

**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 HACLV's 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 HACLV over the ACC term of the funding increment.

**CHILD CARE EXPENSES.** Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

**CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse)

**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 982.15

**CONTIGUOUS MSA.** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

**CONTINUOUSLY ASSISTED.** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

**CONTRACT.** (See Housing Assistance Payments Contract.)

**COOPERATIVE.** (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A cooperative is an ownership entity in which individual families buy shares in a multifamily housing property, equivalent in value to the value of the apartment that they occupy plus a share in the common areas of the property. 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, foster adults and Live-in aides) other than the family head , co-head or spouse, who is under 18 years of age or is 18 years of age or older and either a Disabled Person or is a full-time student 18 years of age or over.

**DISABILITY ASSISTANCE EXPENSE.** Anticipated costs for care attendants and/or auxiliary apparatus for disabled family members that enable a family member (including the disabled family member) to work. The family needs not be a “disabled family” to qualify for this deduction.

**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, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**ECONOMIC SELF-SUFFICIENCY PROGRAM.** Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603 (c).

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

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBILITY INCOME.** Annual Income is for eligibility determination to compare to income limits.

**ELIGIBLE FAMILY (Family).** A family is defined by the HACLV in the administrative Plan, which is approved by HUD.

**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 median income, if HUD finds such variations are necessary due to unusually high or low family incomes.

**FAIR HOUSING ACT.** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.)

**FAIR MARKET RENT (FMR).** The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register*.

**FAMILY.** "Family" includes but is not limited to:

("Family" is further defined by HACLV as a group of two or more people who are related by blood, marriage, adoption, guardianship or other operation of law or who are not so related, but intend to live together in a stable relationship in HACLV housing. The term also includes:

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 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 HACLV 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 HACLV under the HACLV's subsidy standards.

**FMR/EXCEPTION RENT.** The fair market rent published by HUD headquarters. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance could not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the HACLV 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 HACLV under the consolidated annual contributions contract for the HACLV 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. The family determines who is the head of household.

**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 that added the Section 8 Programs.

**HOUSING ASSISTANCE PAYMENT.** The monthly assistance payment by a PHA. The total assistance payment consists of:

A payment to the owner for rent to owner under the family's lease.

An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

**HOUSING ASSISTANCE PAYMENTS CONTRACT.** (HAP contract). A written contract between a HACLV and an owner in the form prescribed by HUD headquarters, in which the HACVL 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 (Divested) 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. The result of this computation is compared to actual income from assets and the higher of the two amounts is included in Annual Income.

**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 FOR ELIGIBILITY.** Annual Income.

**INDIAN.** Any person recognized as an Native American 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.

**Individual with Disabilities, Section 504 definition 24 CFR § 8.3**

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

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

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

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

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

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

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

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

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

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

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

The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to Section 8 programs a person must meet the program definition of person with disabilities found in this section.

**INITIAL PHA.** In portability, the term refers to both:

A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and

A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

**INITIAL PAYMENT STANDARD.** The payment standard at the beginning of the HAP contract term.

**INITIAL RENT TO OWNER.** The rent to owner at the beginning of the HAP contract term.

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

**JURISDICTION.** The area in which the HACLV 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 HACLV. 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.

**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 HACLV to select among applicant families.

**LOW-INCOME FAMILY.** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low income families.

**MANUFACTURED HOME.** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 and 982.621.

**MANUFACTURED HOME SPACE.** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624

**MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

**MANDATORY EARNED INCOME DISALLOWANCE.** The amount of incremental earned income excluded from Annual Income for disabled Section 8 participants who qualify. During the participant's first 12 months of employment, 100 percent of incremental earned income is excluded. During the second 12 months of employment 50 percent of incremental earned income is excluded. The Earned Income Disallowance is in effect only when the qualifying individual is actually working cut the maximum term in which the person can receive the 24 months' worth of benefits is 48 months.

**MEDICAL EXPENSES.** Those total medical expenses, including medical insurance premiums, that exceed 3 percent of Annual Income and are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. (Deduction for elderly or disabled families only)

**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 that includes members who are citizens and/or eligible immigrants and members who are neither citizens nor eligible immigrants 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 at least 50 years of age but below the age of 62; or two or more such persons living together; or one or more such persons 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.

**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 HACLV to determine the appropriate number of bedrooms for families of different sizes and compositions.

**OWNER.** Any persons or entity having the legal right to lease or sublease a unit to a participant.

**PARTICIPANT.** A family that has been admitted to the HACLV'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 HACLV 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.** Person with disabilities 42 UCS 1437a(b)(3) means a person who:

- a. Has a disability as defined in Section 223 of the Social Security Act 42 USC 243; or
- b. Has a physical or mental impairment that:
  1. Expected to be long continued and indefinite duration;
  2. Substantially impedes his/her ability to live independently; and is of such nature that such disability could be improved by more suitable housing conditions; or
  3. Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).

**PHA PLAN.** The annual plan and the 5-year plan as adopted by the HACLV and approved by HUD in accordance with part 903 of this chapter.

**PORTABILITY.** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

**PREMISES.** The building or complex in which the dwelling unit is located, including common areas and grounds.

**PRIVATE SPACE.** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**PROCESSING ENTITY.** Entity responsible for making eligibility determinations and for income reexaminations. In the Section 8 Program, the "processing entity" is the "responsible entity."

**PROGRAM.** The Section 8 tenant-based assistance program under 24 CFR Part 982.

**PROGRAM RECEIPTS.** HUD payments to the HACLV under the consolidated ACC, and any other amounts received by the HACLV 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 HACLV) on October 21, 1998; or

For any area outside the jurisdiction of the HACLV 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.

**RESIDENCY PREFERENCE.** A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

**RESIDENCY PREFERENCE AREA.** The specified area where families must reside to qualify for a residency preference.

**RESIDENT ASSISTANT.** A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

**RESPONSIBLE ENTITY.** For the public housing and Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

**SECRETARY.** The Secretary of Housing and Urban Development.

**SECTION 8.** Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

**SECURITY DEPOSIT.** A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

**SERVICE PERSON.** A person in the active military or naval service (including the active reserve) of the 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 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.

**TENANT RENT.** The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). For a tenancy in the pre-merger certificate program, tenant rent equals the total tenant payment minus any utility allowance.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

**UNIT.** Residential space for the private use of a family.

**UNUSUAL EXPENSES.** Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

**UTILITIES.** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

**UTILITY REIMBURSEMENT.** In the voucher program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.

**UTILITY REIMBURSEMENT PAYMENT.** In the pre-merger certificate program, the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VACANCY LOSS PAYMENTS.** (For pre-merger certificate contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

**VERY LOW INCOME FAMILY.** A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the pre-merger certificate and voucher programs.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

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

**VOUCHER (rental voucher).** A document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**VOUCHER HOLDER.** A family holding a voucher with an 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).

## **C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE**

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

**EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS.** The documents which must be submitted to evidence citizenship or eligible immigration status.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

**INS.** The U.S. Immigration and Naturalization Service.

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NONCITIZEN.** A person who is neither a citizen nor national of the United States.

**PHA.** A housing authority who operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).

**SPOUSE.** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

Reserved







*Introduction:*

*The Road to Self-Sufficiency. . .*



The Las Vegas Housing Authority (HACLV) is located within the fastest growing community in the United States. Unfortunately, HACLV residents have not participated in this growth. Despite a booming tourist economy, dominated by major service industries, the majority of HACLV's residents remain un or underemployed. According to recent statistics, compiled by state and local municipalities, the unemployment rate amongst public housing residents is 15.1 percent versus 6.7 in the greater metropolitan area. Equally troubling is the education levels of our residents. More than 40 percent of our adult residents, 25 years of age and older have no high school diploma. More than 16 percent have less than a 9<sup>th</sup> grade education.

Faced with these startling statistics, HACLV elected to revise its 1992 Family Self-Sufficiency (FSS) Action Plan, by establishing program objectives that are compatible with the devastating needs of our residents. In that regard, we have identified aggressive and proactive service providers, re-engineered our outreach strategies and committed a significant portion of housing program dollars to assist residents in attaining the brass ring of self-sufficiency.

**2005 FSS ACTION PLAN AT A GLANCE**

**2005 FSS PROGRAM**

- INCEPTION DATE 10/20/92
- INITIAL ALLOCATION 30 PHA UNITS

**2005 RESIDENT DEMOGRAPHICS**

- CONVENTIONAL PUBLIC HOUSING FAMILY POPULATION [4763](#)
- SECTION 8 /VOUCHER POPULATION [11,747](#)
- MEDIAN FEMALE HEAD OF HOUSEHOLD 95%

Average Adjusted Income  
PH \$10,576 Section 8 \$12,497

- MEDIAN EDUCATION 42.63% (HSD)

**1999 FSS ALLOCATION**

- CONVENTIONAL PUBLIC HOUSING 271
- SECTION 8 Voucher 199  
(decreased due to graduates- originally 221)

**SUPPORTIVE SERVICE NEEDS**

- EDUCATION
- EMPLOYMENT
- TRANSPORTATION
- CHILD CARE
- DRUG COUNSELING
- JOB TRAINING
- CREDIT COUNSELING

## **1.1 FSS PROGRAM PROFILES**

Currently, HACLV has 223 public housing residents and Section 8 has 248 FSS participants which includes 59 as a voluntary program voucher recipients enrolled in its FSS program. The Program is administered by five coordinators (between both PH and S8) who share responsibilities for client intake, client referral, marketing and outreach and facilitation of the Project Coordinating Committee (PCC).

The PCC Committee has 36 members and is comprised of representatives from the public and private sector including financial institutions, health organizations, public transportation providers and the Culinary Arts Union which is the largest labor union in Nevada.

- **MARKETING AND OUTREACH EFFORTS**

HACLV has launched an aggressive marketing campaign to attract more participants for its FSS Program. In this regard, HACLV developed a vast range of promotional materials for direct mail distribution to its target market: head of household, 18 years and older, residing in Public Housing or receiving Section 8 Assistance.

HACLV also enlisted the assistance of public agencies and private sector businesses, frequented by our target market. As a result, FSS promotional brochures are available at local banks, utility companies, and public service entities, such as Clark County Social Services, Nevada State Welfare, Clark County Health District and Nevada Business Services. HACLV also co-sponsored health and job fairs where FSS promotional literature was circulated and informational presentations were made.

Future marketing plans include new resident orientation, public service announcements via television and radio, as well as appearances on public service television and radio programming. In cooperation with Nevada State Welfare, Clark County Community College and Nevada Business Services, HACLV is currently developing a promotional package for prospective employers of HACLV residents. The package will introduce the FSS Program to employers, in hopes of encouraging employers to hire FSS participants.

- **SUPPORTIVE SERVICES**

The identification of relevant supportive services is perhaps the most critical component of HACLV's revised FSS Program. In addressing this task, HACLV conducted a resident survey, held resident orientation briefings, analyzed available demographic data and elicited input from the PCC Committee and local JTPA sponsor. As a result of this

undertaking, HACLV entered into cooperative agreements with the service providers listed below:

<b>SERVICE PROVIDER</b>	<b>SERVICE</b>	<b>CONTACT</b>	<b>AGREEMENT EXPIRATION DATE</b>
<b>Community College Southern of Nevada, 3200 E. Cheyenne Avenue, No. Las Vegas, NV 89030</b>	<b>Post Secondary Education</b>	<b>Deana Zelnik, Reentry Manager</b>	09/30/05
<b>Economic Opportunity Board, 2228 Comstock Drive, No. Las Vegas, NV 89030</b>	<b>Child care services through the Head Start Program and Child Care Providers</b>	<b>Rose Gaston, Operations Super.</b>	09/30/05
<b>Citizen Area Transit, 301 East Clark Avenue, Las Vegas, NV 89101</b>	<b>Transportation Vouchers</b>	<b>John Hayes, Reg. Transportation Manager</b>	09/30/05
<b>Nevada Partners, 710 West Lake Mead Blvd., Las Vegas, NV 89106</b>	<b>Job Training</b>	Steven Hordsford <b>Operations Manager</b>	<b>N/A</b> 09/30/05
<b>Nevada Business Services, 930 West Owens Avenue, Las Vegas, NV 89106</b>	<b>Job Training W/A and Job Referral</b>	Margarita Wharton Deputy Executive Director	09/30/05
<b>Culinary Union, 707 East Fremont Street, Suite 401 Las Vegas, NV 89101</b>	<b>Culinary Arts Training and Job Referral</b>	George Seals President	09/30/05
<b>Counseling Centers of Southern Nevada, 919 East Bonneville, Las Vegas, NV 89101</b>	<b>Individual/Family Counseling</b>	<b>Randy Tiner, Executive Director</b>	09/30/05
<b>Women's Development Center 953 E. Sahara Avenue, Suite 201 Las Vegas, NV 89104</b>	<b>Homebuyer Counseling</b>	<b>Candy Ruisi Executive Director</b>	09/30/05
<b>Economic Opportunity Board, 2228 Comstock Drive, No. Las Vegas, NV 89030</b>	<b>Homebuyer Counseling</b>	Angela Quinn <b>Housing Manager</b>	09/30/05
AAA Driving 4445 Diamondhead, Ste 201 Las Vegas, NV 89110	Drivers Education	Ben Parillo President	09/30/05
Smart Start 1260 W. Owens Las Vegas, NV 89106	Child Care	Willa Chaney Director	09/30/05
NMI 1600 E. Desert Inn Rd. Ste. 203 LV, NV 89109	Entrepreneur	Anna Siefert Operations Manager	09/30/05
Expertise Beauty School 902 West Owens LV, NV 89106	Cosmetology	Gwn Braimoh Director of Instruction	09/30/05

Tinker Town 4339 E. Bonanza LV, NV 89110	Child Care	Jayne Campbell Director	09/30/05
N.O.W. 1312 F Street, Ste 103 LV, NV 89106	Job Training (WIA) and Adult Basic Skills	Mary Hester Program Director	09/30/05
Debt Counseling Center 3035 S. Jones, Ste 5 LV, NV 89146	Debt Counseling	Valerie Cadwell President	09/30/05

- **PROGRAM INCENTIVES**

HACLV promotes the following as incentives to participate in the FSS Program:

- Accessibility to needed supportive services;
- Escrow savings account; and
- Individualized needs assessment and goal structuring

HACLV conducts periodic orientation briefings, for interested residents, to explain the Program incentives. Particular emphasis is placed upon the benefits of the escrow savings account. Interested residents are advised that once enrolled and participating in the FSS Program, their earned income increases will be deposited into their individual interest bearing account in accordance with 24 CFR § 984.305. Upon completion of program, there are no restrictions on the use of funds, funds will be disbursed to the client.

HACLV also permits FSS participants, who have fulfilled certain – but not all - contract goals, to use a portion of their escrow funds for purposes such as completion of higher education, enrollment in trade school or small business start- up capital. Interim disbursements, however are contingent upon:

- Substantial completion of contract goals; and
- Verified compliance with all Public Housing or Section 8 Program requirements

## **1.2 PARTICIPANT PROFILE**

HACLV will continue to enroll current Public Housing residents and Section 8 recipients in its FSS Program. The Program has continuous open enrollment and currently have more than 400 participants. Listed on the next page are the demographics pertinent to HACLV's current and anticipated FSS participants.

## PUBLIC HOUSING

DEVELOPMENT	UNITS OCCUPIED	ZIP CODE	FEMALE HEAD OF HOUSEHOLD	EMPLOYED	UNEMPLOYED	AVERAGE ANNUAL INCOME
MARBLE MANOR	161	89106	161	72	89	\$9954.00
MARBLE MANOR ANNEX	19	89106	19	9	10	\$10,274.00
ERNIE CRAGIN	198	89101	198	98	100	\$9,455.00
SHERMAN GARDENS	68	89106	68	34	34	\$10,597.00
SHERMAN GARDENS ANNEX	123	89106	123	67	61	\$10,567.00
VILLA CAPRI	54	89106	54	27	27	\$11,066.00
VERA JOHNSON MANOR	164	89101	164	81	83	\$9,443.00
SCATTERED SITES	165	ALL	165	83	82	\$15,451.67

- ### PARTICIPANT SELECTION

HACLV selects FSS participants from its existing Public Housing and Section 8 population. All interested residents are requested to complete an interest form and intake questionnaire. Upon completion, they are required to submit the form/questionnaire to their caseworker or forwards to the FSS Coordinators.

Upon receipt of the form/questionnaire, the FSS Coordinator lists it in accordance with the date and time it was received. Thereafter, interested residents are

enrolled in the FSS Program in the rank order of the date and time recorded on their form/questionnaire and next re-examination date.

HACLV will continue its open enrollment period until FSS allocations are filled. Once filled, enrollment will open when allocations become available.

- **OTHER FSS PROGRAMS**

Currently, HACLV has no FSS participants who are participating in other FSS Programs.

- **PARTICIPANT TERMINATION**

A FSS participant may be terminated from the FSS Program and/or denied access to supportive services for one of the following reasons:

- Voluntary withdrawal from the Program;
- Mutual consent of the parties;
- Failure to comply with the terms of his/her lease;
- Failure to comply with the terms and conditions of his/her contract of participation;
- Successful completion of the Program;
- Fraudulent income reporting; or
- Operation of law

A participant has the right to contest the decision to terminate his/her program participation and/or deny of supportive services, by filing a written grievance and submitting it to the FSS Coordinator within ten (10) days of their notification of said decision. Thereafter, the grievance will be reviewed and a determination made in accordance with the HACLV Grievance Procedure.

### **1.3 IMPLEMENTATION PROFILE**

As previously noted, the HACLV FSS Program was first implemented in 1992. Since that time, HACLV's FSS allocations have increased thereby requiring HACLV to increase its number of FSS participants. The timelines presented below depict the manner in which HACLV intends to increase FSS participation.

DATE	ACTIVITY	TARGET GROUP
03/03; 12/2004 and 1/2005	Revision of FSS Action Plan	PHA/Section 8
On-going	Development of promotional literature	PHA/Section 8
On-going	Meetings w/public and private sector agencies	PHA/Section 8
On-going	Public Service Announcements: FSS Program Availability; Direct Mail to Residents	Section 8/PHA
On-going	Orientation Briefings	Section 8/PHA
On-going	Meetings w/private sector re: job development for FSS participants	Section 8/PHA
On-going	Job and Health Fair Coordination with Community College of Southern Nevada, Nevada Welfare, Clark County Health District and Nevada Business Services	Section 8/PHA
On-going	Development of Outreach Tools for zero income residents, with Nevada Welfare	Section 8/PHA
Monthly	Meetings with PCC Committee	Section 8/PHA

1.4 Compliance Profile:

- **CERTIFICATION OF NON-INTERFERENCE WITH THE RIGHT OF NON-PARTICIPATING FAMILIES**

A family's decision not to enroll in the FSS Program shall not serve as a basis for HACLV to terminate or otherwise interfere with that family's Public or Section 8 Housing Assistance.

- **CERTIFICATION OF COORDINATION**

As evidenced by Exhibit A attached hereto, HACLV has coordinated the development of the services and activities under its FSS Program with the following:

- Economic Opportunity Board, head start provider;
- Community College of Southern Nevada; and
- Regional Transportation Commission

## **EXHIBIT A**

### **CERTIFICATION OF SUPPORTIVE SERVICE COORDINATION**

The Las Vegas Housing Authority, (HACLV) by and through its Executive Director, Parviz Ghaidiri, does hereby certify that the services and activities presented in HACLV's revised Family Self-Sufficiency Action Plan have been coordinated with the relevant employment, childcare, transportation and education providers available within HACLV's area of operation.

HACLV does further certify that it will continue to coordinate supportive services, monitor the effectiveness of said services and avoid duplication of services to the greatest extent possible.

DATED AND DONE this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

LAS VEGAS HOUSING AUTHORITY

BY \_\_\_\_\_  
[Parviz Ghaidiri](#)  
EXECUTIVE DIRECTOR

## **APPENDIX**

Sample Interest Letters .....	A
Sample Intake Questionnaire .....	B
Sample Promotional Brochure .....	C

## **Resident Advisory Board By-Laws and Policy**

**RESIDENT ADVISORY BOARD POLICY**  
**HOUSING AUTHORITY OF THE CITY OF LAS VEGAS**

**Board Composition**

The Resident Advisory Board (RAB) shall be comprised of five (5) members serving an indefinite term without limitations for the purpose of providing input for the initial development and annual update of the Agency Plan as required by the Quality Housing and Work Responsibility Act of 1998. The composition shall be as follows:

- Four public housing residents.
- One section 8 program participant.

In an effort to obtain input from all populations served, the five (5) members shall be comprised of two (2) members from elderly public housing developments, two (2) members from non-elderly public housing developments, and one member from the section 8 program, preferably a FSS participant.

**Qualification**

The purpose of the RAB is to provide the Board of Commissioners and staff of the Housing Authority with input regarding various policies, operational approaches, capital improvements, supportive services, and other activities to ensure that programs fulfill the Authority mission while meeting the needs of its clients. As a result, the members of the RAB must be current leaseholders or program participants and be 18 years of age or older, and a member of a certified resident council if there is are at least two (2) senior and two (2) family councils. If there are adequate certified counsels, the certified councils will provide three (3) nominees. They should be upstanding members of the community who have an understanding of the facilities and programs operated or coordinated by the agency as well as an understanding of the needs of all Authority residents and program participants. In addition, the members of the RAB should be capable of communicating the provisions of the Agency Plan to all members of the community.

## Selection Process

The selection of RAB members is at the discretion of the Board of Commissioners of the Housing Authority, however, the process for the selection of RAB will be overseen by the appointed Commissioner of Resident Affairs and report to the LVHA Board.

1. Outreach will be conducted by the Authority to notify residents of a vacancy in the RAB. The first such outreach will be to the LVHA Certified Resident Councils of the Section 8 FSS participates in which a vacancy has occurred. Any interested participant from this group shall submit a letter to the Commissioner of Resident Affairs stating their interest in serving on the RAB.
2. If no candidate is obtained from the LVHA Certified Resident Councils, then outreach will be conducted to notify all residents by first-class mail.
3. All persons submitting a letter of interest will be notified of a time and location of an orientation meeting in order to explain the purpose and responsibilities of the RAB.
4. After the outreach and orientation has been conducted, all persons interested in serving on the RAB shall complete an Application for Appointment to the RAB (attached).
5. Each interested participant will be interviewed by the Selection Committee consisting of three (3) members of the current RAB and overseen by the RSC. In the event there are not adequate current RAB members, three (3) Selection Committee members will be elected by members of the current certified resident councils to determine their suitability to serve on the RAB in accordance with the Authority's needs at the time.
6. Recommendations for the selection of RAB members will be submitted to the Board of Commissioners for consideration.
7. At the Board's sole discretion, additional interviews may be conducted or additional interested parties may be solicited. The Board, at its sole discretion, may appoint an RAB member in accordance with the specific needs and in the best interest of the Housing Authority.
8. Final selection of RAB members will be through a resolution of the Board of Commissioners.

### **Reappointment/Replacement**

At the sole discretion of the Board of Commissioners, any RAB member may be removed through a vote of the majority of the sitting members of the Board of Commissioners, with or without cause.

At any time, the Board of Commissioners shall have the authority to increase or decrease the size of the RAB, change the composition, or eliminate and dissolve the RAB as deemed in the best interest of the Housing Authority.

Each RAB member has a term limit of two (2) years.

### **RAB Authority**

The RAB is intended to provide input to the Board of Commissioners and in no way is empowered to bind the Authority. Information and input provided by the RAB shall be considered by the Board of Commissioners, however, the Board of Commissioners is in no way bound to effect changes recommended by the RAB and shall retain the full Authority to make decisions in the best interest of the Housing Authority. The RAB is established by and serves at the pleasure of the Board of Commissioners and has no authority to represent, commit, bind, or otherwise obligate the Housing Authority.

## **BY LAWS**

### **ARTICLE I LVHA RESIDENT ADVISORY BOARD BY LAWS**

**SECTION 1.** This organization shall be known as the **LVHA Resident Advisory Board** (hereafter referred to as the **RAB**).

**SECTION 2.** LVHA Resident Advisory Board is a non-profit organization. The RAB will not exclude any person on the basis of race, sex, religion, or national origin. It is organized under the laws of the State of Nevada, and the requirements of the Housing Authority of the City of Las Vegas (hereafter referred to as the LVHA).

**SECTION 3.** The address of the RAB is the Howard Cannon Center, 340 North 11<sup>th</sup> Street, Las Vegas, NV 89101.

### **ARTICLE II PURPOSE**

The RAB shall participate in the Public Housing 5-Year Plan and annual updates. It is also to assist the LVHA in those areas applicable to, such as Resident Councils, Council Elections, Interviewing Panels, RFP Reviews and Grant Activities, Budgeting, and assist Resident Councils when asked. The RAB will also act as a liaison between LVHA and residents and clients to address issues and concerns.

### **ARTICLE III MEMBERS**

The RAB will consist of elected members of certified resident councils, if they exist. Senior, Family, and Section 8 representatives in order to be a RAB.

# **LVHA RESIDENT ADVISORY BOARD BY LAWS**

Page 2

## **ARTICLE IV GOVERNING BOARD**

**SECTION 1.** The RAB Board shall consists of (5) members who are appointed by the LVHA Commission for a term of 2 years.

### **SECTION 2.** Eligibility Requirements

There will be two (2) representatives from PH Family Certified Resident Councils or representing family sites in which no certified council exists. Two (2) representatives from PH Senior Certified Resident Councils or representatives of a senior site in which no certified council exists and Section 8 Program participant.

**SECTION 3.** The board will be responsible for the following:

- A.** Keeping the RAB in compliance with applicable LVHA and HUD regulations.
- B.** Managing the responsibilities and affairs of the organization.
- C.** Conducting organizational business.
- D.** To determine and make recommendations for policies in accordance with by-laws.
- E.** Consult, inform and represent the residents and clients of LVHA.
- F.** Obtain a majority of RAB membership approval for all financial transactions.

# LVHA RESIDENT ADVISORY BOARD BY LAWS

Page 3

- G. Contract no loans, advances, or promises of payment on behalf of or in the name of the RAB unless authorized by the membership.

## SECTION 4 Title and Requirements of Officers

### A. Chair

1. Act as the chief executive officer responsible for the affairs of the RAB.
2. Preside and conduct all RAB meetings.
3. Appoint committees and a parliamentarian.
4. Plan in cooperation with the Board agendas for all meetings.
5. Follow agenda items.
6. Maintain order and see that meetings conform to the by-laws.

### B. Co Chair

1. Assist the Chair.
2. Assume and perform the duties of the Chair in case of absence or disability.
3. Serve as liaison to assist in conducting necessary business with parties outside RAB to ensure the success and implementation of approved activities of the RAB.

### C. Secretary

1. Keep a record of all meetings listing time, date, place, purpose, and attendance.
2. List exact wording of all motions and vote count.

# LVHA RESIDENT ADVISORY BOARD BY LAWS

Page 4

3. Read or make available minutes of pervious meetings.
4. Keep a current list of officers and eligible lease holding members.
5. Conduct correspondence as directed.
6. Keep a file of all correspondence and corporate papers.
7. Perform other duties as agreed by the board.

## SECTION 5 Terms of Office

- A. Officers of the RAB shall serve a two (2) year term. An officer may serve for more than one term.
- B. An officer may resign at any time by delivering a written resignation to the RAB.
- C. An officer who misses three (3) consecutive unexcused monthly meetings may be removed from office by the affirmative vote of the RAB. Written notice, and upon request, a hearing shall be given.
- D. Vacancies in office may be filled by appointment and confirmed by the LVHA Board of Commissioners. The appointed officer will fill out the unexpired term of that position.

## ARTICLE V MEETING

There will be one (1) meeting per month.

- SECTION 1. The RAB shall convene at an annual meeting and present a yearly report to the residents.

# **LVHA RESIDENT ADVISORY BOARD BY LAWS**

**Page 5**

**SECTION 2.** The RAB shall meet on a monthly basis, 2<sup>nd</sup> Monday of each month at 2:00 p.m. at the Howard Cannon Center Conference Room A.

**SECTION 3.** All RAB meetings shall be open to all members.

**SECTION 4.** All RAB business, especially financial expenditures shall be put to a vote of the members.

**SECTION 5.** The RAB and all meetings shall be governed by Roberts Rules of Order newly revised, if not inconsistent with the by-laws.

## **ARTICLE VI INDEMNIFICATION**

Legal action shall not be taken against individual officers or members who are acting under the direction of the RAB.

## **ARTICLE VII AMENDMENTS AND RATIFICATION**

**SECTION 1.** Amendment (annual, repeal, rescind, add to etc.) process.

**A.** Proposed amendments or changes to the by-laws may be submitted in writing by the RAB or any eligible member at any RAB meeting.

**B.** An amendment proposed at a meeting shall be read: members shall be notified of the change: then amendment may be read and voted on at the next meeting.

**LVHA RESIDENT ADVISORY BOARD BY LAWS**

**Page 6**

- C. Proposed amendment must be consistent with LVHA regulations.**
- D. Amendments shall be approved upon receiving a two-thirds (2/3) vote of the eligible members present and voting.**
- E. Each amendment shall be attached to the original by-laws starting date of membership approval.**

**SECTION 2. Ratification**

- A. These by-laws were approved and ratified on \_\_\_\_\_ at a regular meeting of RAB.**
- B. A copy of the by-laws will be made to all members.**

**RAB Chair Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**RAB Secretary Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**HOUSING AUTHORITY OF THE  
CITY OF LAS VEGAS**

**Application for Appointment to the Resident Advisory Board**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Place of Employment: \_\_\_\_\_

Number of Years Participating in the Public Housing/Section 8 Program: \_\_\_\_\_ Years in Area: \_\_\_\_\_

Have you ever served on a Committee/Board?  Yes  No

Are you currently serving on another Committee/Board?  Yes  No

Please describe why you want to serve on the Resident Advisory Board:

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

What knowledge, resources, experience, etc. do you feel you can bring to the Board?

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

Would you be willing to attend meetings and serve on committees that may meet in addition to the regular meetings?

Yes  No

Do you have any special needs or special accommodation in order to serve?  Yes  No

If yes, please describe: \_\_\_\_\_

Submitted By (Please sign) \_\_\_\_\_

Date \_\_\_\_\_

# **BY LAWS**

## **ARTICLE I LVHA RESIDENT ADVISORY BOARD BY LAWS**

**SECTION 1.** This organization shall be known as the LVHA Resident Advisory Board (hereafter referred to as the RAB).

**SECTION 2.** LVHA Resident Advisory Board is a non-profit organization. The RAB will not exclude any person on the basis of race, sex, religion, or national origin. It is organized under the laws of the State of Nevada, and the requirements of the Housing Authority of the City of Las Vegas (hereafter referred to as the LVHA).

**SECTION 3.** The address of the RAB is the Howard Cannon Center, 340 North 11<sup>th</sup> Street, Las Vegas, NV 89101.

## **ARTICLE II PURPOSE**

The RAB shall participate in the Public Housing 5-Year Plan and annual updates. It is also to assist the LVHA in those areas applicable to, such as Resident Councils, Council Elections, Interviewing Panels, RFP Reviews and Grant Activities, Budgeting, and assist Resident Councils when asked. The RAB will also act as a liaison between LVHA and residents and clients to address issues and concerns.

## **ARTICLE III MEMBERS**

The RAB will consist of elected members of certified resident councils, if they exist. Senior, Family, and Section 8 representatives in order to be a RAB.

**ARTICLE IV GOVERNING BOARD**

**SECTION 1.** The RAB Board shall consists of (5) members who are appointed by the LVHA Commission for a term of 2 years.

**SECTION 2. Eligibility Requirements**

There will be two (2) representatives from PH Family Certified Resident Councils or representing family sites in which no certified council exists. Two (2) representatives from PH Senior Certified Resident Councils or representatives of a senior site in which no certified council exists and Section 8 Program participant.

**SECTION 3.** The board will be responsible for the following:

- A. Keeping the RAB in compliance with applicable LVHA and HUD regulations.**
- B. Managing the responsibilities and affairs of the organization.**
- C. Conducting organizational business.**
- D. To determine and make recommendations for policies in accordance with by-laws.**
- E. Consult, inform and represent the residents and clients of LVHA.**
- F. Obtain a majority of RAB membership approval for all financial transactions.**

- G. Contract no loans, advances, or promises of payment on behalf of or in the name of the RAB unless authorized by the membership.**

**SECTION 4 Title and Requirements of Officers**

**A. Chair**

- 1. Act as the chief executive officer responsible for the affairs of the RAB.**
- 2. Preside and conduct all RAB meetings.**
- 3. Appoint committees and a parliamentarian.**
- 4. Plan in cooperation with the Board agendas for all meetings.**
- 5. Follow agenda items.**
- 6. Maintain order and see that meetings conform to the by-laws.**

**B. Co Chair**

- 1. Assist the Chair.**
- 2. Assume and perform the duties of the Chair in case of absence or disability.**
- 3. Serve as liaison to assist in conducting necessary business with parties outside RAB to ensure the success and implementation of approved activities of the RAB.**

**C. Secretary**

- 1. Keep a record of all meetings listing time, date, place, purpose, and attendance.**
- 2. List exact wording of all motions and vote count.**

# LVHA RESIDENT ADVISORY BOARD BY LAWS

Page 4

3. Read or make available minutes of pervious meetings.
4. Keep a current list of officers and eligible lease holding members.
5. Conduct correspondence as directed.
6. Keep a file of all correspondence and corporate papers.
7. Perform other duties as agreed by the board.

## SECTION 5

### Terms of Office

- A. Officers of the RAB shall serve a two (2) year term. An officer may serve for more than one term.
- B. An officer may resign at any time by delivering a written resignation to the RAB.
- C. An officer who misses three (3) consecutive unexcused monthly meetings may be removed from office by the affirmative vote of the RAB. Written notice, and upon request, a hearing shall be given.
- D. Vacancies in office may be filled by appointment and confirmed by the LVHA Board of Commissioners. The appointed officer will fill out the unexpired term of that position.

## ARTICLE V

### MEETING

There will be one (1) meeting per month.

#### SECTION 1.

The RAB shall convene at an annual meeting and present a yearly report to the residents.

# **LVHA RESIDENT ADVISORY BOARD BY LAWS**

Page 5

**SECTION 2.** The RAB shall meet on a monthly basis, **2<sup>nd</sup> Monday** of each month at 2:00 p.m. at the **Howard Cannon Center Conference Room A.**

**SECTION 3.** All RAB meetings shall be open to all members.

**SECTION 4.** All RAB business, especially financial expenditures shall be put to a vote of the members.

**SECTION 5.** The RAB and all meetings shall be governed by Roberts Rules of Order newly revised, if not inconsistent with the by-laws.

## **ARTICLE VI INDEMNIFICATION**

Legal action shall not be taken against individual officers or members who are acting under the direction of the RAB.

## **ARTICLE VII AMENDMENTS AND RATIFICATION**

**SECTION 1.** Amendment (annual, repeal, rescind, add to etc.) process.

A. Proposed amendments or changes to the by-laws may be submitted in writing by the RAB or any eligible member at any RAB meeting.

B. An amendment proposed at a meeting shall be read: members shall be notified of the change: then amendment may be read and voted on at the next meeting.

- C. Proposed amendment must be consistent with LVHA regulations.
- D. Amendments shall be approved upon receiving a two-thirds (2/3) vote of the eligible members present and voting.
- E. Each amendment shall be attached to the original by-laws starting date of membership approval.

SECTION 2. Ratification

- A. These by-laws were approved and ratified on 2-18-03 at a regular meeting of RAB.
- B. A copy of the by-laws will be made to all members.

RAB Chair Signature: *John J. Kay* Date: 2-18-03

RAB Secretary Signature: *Ernestine Tharpe* Date: 2-18-03

RAB Co. Chair *Lee Mays* 2-18-03

## **Resident Advisory Board Listing**

Ms. Michelle Ellis 1011 Silverman Way Las Vegas, Nevada 89106  
Ms. Martha Williams 1304 Arrowhead Avenue Las Vegas, Nevada 89106  
Ms. Shelia Collins-Davis 804 Weaver Drive Las Vegas, Nevada 89106  
Ms. Ernestine Tharpe 2120 Vegas Drive # 6 Las Vegas, Nevada 89106  
Ms. Edna Caddess 900 S. Brush # 139 Las Vegas, Nevada 89107

## **Resident Board Appointment Procedure**



ZELDA ELLIS

Acting Director of Operations

TO: Parviz Ghadiri  
DATE: February 1, 2005  
RE: Resident Commissioner

Pursuant to your request, outlined below is the procedure which has been utilized in the past in the selection of a Resident Commissioner:

1. A memorandum is sent to Certified Resident Council Presidents to designate a representative from each organization to be on the Interview Panel for the selection of the Resident Commissioner. Attached to the memorandum will be the Notice, Application Form, and the Confidentiality Agreement (Attachment No. 1).
2. A meeting is held with the Resident Council representatives who will participate in the Interview Panel. An agenda for the meeting will be provided to you prior to that meeting. A chairperson will be nominated at the meeting, and all members of the Interview Panel, plus the two alternates will sign the Confidentiality Agreement.
3. A memorandum will be sent to all PH residents and Section 8 participants advising them of the recruitment for a Resident Commissioner. Included with this memorandum will be the Notice, Application and Personal Profile (Attachment No. 2). Deloris will need to supply who she wants to be contacted for Section 8, and the deadline established for receipt of applications. These can be mailed upon approval and the establishment of a deadline for receipt. Once received, each Property Manager and Section 8 will certify them as being eligible, i.e., a current lease/program participant and not in eviction status.

All Property Managers will be required to certify that every resident effective a date to be determined was sent the Notice and Application by first class mail. Section 8 will also need to provide some type of certification.

4. The Interviews are conducted; and, upon completion of the interview process the Interview Panel provides the Housing Authority with its top \_\_\_\_\_ candidates for the Resident Commissioner.
5. The Housing Authority forwards the recommendations of the Interview Panel to the Mayor for his selection of the next Resident Commissioner.

This procedure will be followed upon your request to begin the selection process. If you have any questions regarding the above, please contact me.

# **Commissioners Responsibilities**

## **Public Housing Agency**

### **Commissioners Responsibilities**

These responsibilities are stated in the Annual Contribution Contract (ACC), Federal Regulations, HUD notices and HUD handbooks.

HUD requires the PHA commissioners to develop policy, also monitor and establish controls for providing safe and sanitary housing to the residents.

Commissioners have ultimate responsibility for PHA operation including:

- Approving by-laws, resolutions, policies and procedures.
- Establishing and adopting PHA policies such as personnel, grievance, procurement disposition, admissions and continue occupancy and section-VIII administrative plans.
- Selecting qualified executive directors.
- Approving policies and procedures to detect and prevent program fraud, waste, mismanagement and abuse.
- Ensuring that the PHA is acting legally and with integrity in its daily operations.
- Reviewing and monitoring budgets and other financial documents to ensure expenditures are in compliance with federal and local laws and other requirements.

## **DEVELOP POLICY**

HUD regulations state the board must provide clear and concise policy and guidelines to the executive director.

The board of commissioners should observe the chain of command and act collectively, to avoid situations where they appear to be managers instead of policy makers.

other personnel decisions rest with the executive director. However, commissioners should have input in establishing hiring policies and procedures.

**Control Weaknesses:** some control weaknesses that are often cited in audit reports issued by the office of inspector general and independent accountants, and in HUD management/occupancy audits. They represent abuses that occur when controls are not in place or are not followed.

**Resident selection and Eviction:** policies and procedures for screening and selecting residents, determining where and when they will be housed, and dealing with problem residents are key aspects of PHA operations. A poorly developed or managed policy can affect the PHA's ability to lease vacant units, collect rents, maintain units and deal with serious substance abuse, crime and vandalism problems. A sound admissions and occupancy plan assures that residents are selected based on eligibility and other PHA criteria, that resident know their rights, and that rents are computed accurately and are based on verified data. Input of resident councils or resident management corporations may be very useful supporting the PHA in resident selection and eviction function.

## **The Bottom Line**

If you really want to define your organization's bottom line and get a good handle on whether or not you're within a 'country mile of success' -- write a good long-range plan.

1. Write a mission statement that everyone on the board team agrees is the true reason the organization exists.
  - If you discuss your mission seriously enough, you'll discover that your nonprofit-beginnings were rooted in the need to solve a problem.
  - Your mission may have changed somewhat along the way, but your organization still exists to solve a problem.
2. Write goals that will help you meet your mission (solve the problem).
  - The primary goals you write will be goals designed to provide better programs and services to your constituency. Thus, help solve the problem defined in your mission statement.
3. Your goals shall help you define where you will spend your resources.
  - Ensure your goals have some depth.
  - Target completion dates for the goals so you push yourself to get them done.
  - Write them in a manner that you shall be informed, or be made aware of, when they have been completed.

- Make sure that accomplishing the goals will have some impact on the mission.
4. Put your goals to work.
- Every goal should have someone accountable to the board to ensure that the goal is moved along and completed.
  - Accountability for the success of the organization begins with accountability all the way up and down the line for the goals in the plan.

## **The Need for Training**

Governing your PHA with untrained board members is like flying a DC-10 blind folded. You are not likely to get where you want to go and it is downright dangerous for everybody in the area.

The Solution – aggressive board development. Every board member, no matter how experienced, intelligent, talented or powerful, needs and deserves training to do the job right.

Start with orientation. The responsibility and liability of the ‘first-day’ board member is equal to that of the ‘five-year’ veteran. Let me say that again... the responsibility and liability of the ‘first-day’ board member is equal to that of the ‘five-year’ veteran! Neither the board member nor the organization afford to wait for the new folks to learn the job, on-the-job.

Board member confidentiality – it is the responsibility of the board to keep it in check.

“Sunshine” Laws

“Open Meeting Laws”

Hatch Act:

The only time the board should meet without the Executive is when you attempt to come to consensus in the final stages of the Executive’s Job Performance Evaluation. During this process, it is very important for all board members to feel free to be candid. Thus, it is best accomplished in the absence of the executive.

# **Ethics and Integrity**

The board must hold itself accountable for good performance. Board members must maintain a strong sense of ethics – doing what is right because we know it is the right thing to do.

If legal action is ever brought against your board, it will likely accuse the board of not paying careful attention to the job or failing to perform duties that are a normal and accepted part of governing. Simply failing to attend a meeting is an obvious failure to perform your duties in a prudent manner. Here is a small sample of other areas of poor performance that will get your board in trouble.

- No board policies
- Failure to follow board policies
- Failure to understand financial reports, thus neglecting the boards responsibility to monitor finance carefully.
- Failure to recognize and stop board member conflict of interests.
- Taking action without a quorum.
- Neglecting to evaluate the performance of the executive at least annually.

I will stop for now, more to follow.

Earl Mitchell  
Fax# 847-785-4308



**Housing Authority of the City of Las Vegas**



**NOTICE**

**ACCEPTING NOMINATIONS FOR RESIDENT APPOINTMENT TO  
THE  
HOUSING AUTHORITY OF THE CITY OF LAS VEGAS  
BOARD OF COMMISSIONERS**

A vacancy exists on the Housing Authority of the City of Las Vegas (LVHA) Board of Commissioners that will be filled by a resident of LVHA Conventional Public Housing Developments including Scattered Sites Houses or a participant of Section 8 Housing Choice Voucher Program residing within the City limits of Las Vegas. A list of at least five (5) eligible Conventional Public Housing Program residents and/or Section 8 Housing Choice Voucher Program participants as nominated by the Resident Commissioner Interview Panel will be presented to the appointing authority, the Mayor of the City of Las Vegas, for selection and appointment to the vacant position to fill an unexpired term. Subsequent Resident Commissioner appointments will be for four (4) year terms.

Interested residents of LVHA Conventional Public Housing Program, including Scattered Sites Houses and/or Section 8 Housing Choice Voucher Participants, seeking nomination of this appointment must appear before a Resident Commissioner Interview Panel comprised of Certified Resident Council Officers. Residents seeking nomination will be asked to state the reasons why he/she wishes to become a member of the LVHA Board of Commissioners, and to respond to questions regarding his/her interest and ability to serve in this capacity.

**Continued on Back**

A person will be considered eligible for nomination to the LVHA Board of Commissioners if he/she is: **(a) 18 years of age or older; and (b) is a resident of LVHA Conventional Public Housing Program, including Scattered Sites Houses or a participant of Section 8 Housing Choice Voucher Program residing within the City limits of Las Vegas; and (c) whose name is on the Lease Agreement; and (d) has not received formal notice (i.e., fourteen day notice of eviction from LVHA or a five-day notice of eviction from his/her Section 8 Landlord) that eviction proceedings have been commenced against him/her and are presently pending at the time of nomination.**

If you are interested in this appointment and you meet all eligibility requirements, fully complete and mail the attached Application Form to (no drop off delivery accepted):

**Conventional Public Housing Program Resident:**

Housing Authority of the City of Las Vegas  
Nomination for Resident Commissioner  
Attn: Laura McGee  
P.O. Box 1897  
Las Vegas, NV 89125

**Section 8 Housing Choice Voucher Participant:**

Housing Authority of the City of Las Vegas  
Nomination for Resident Commissioner  
Attn: Deloris Sawyer  
P.O. Box 1897  
Las Vegas, NV 89125

**Application Form must be received and postmarked no later than September 25, 2002.**

If you need this document provided in Spanish, please contact Ursula Ritchie at 922-6850. Hearing Impaired TDD 387-1898.

Every nominee will be provided a determination of eligibility. Those nominees determined eligible will be notified of their interview date and time. Those nominees determined ineligible will be notified of the reasons for the determination of ineligibility and their grievance rights.



## The Housing Authority City Las Vegas's Affirmative Marketing Policy General Requirements

It is the responsibility of the HACLV and its contract management agents to conduct all marketing activities in an open and clear manner, with all marketing information available in both English and any other language used by at least five percent of the program eligible Limited English Proficiency (LEP) population of the locality which currently is Spanish; containing the Fair Housing logo; and in a manner that reaches those eligible families least likely to apply for housing, our scattered-site homeownership options and/or services.

1. Marketing and informational materials will:
  - a. Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;
  - b. Describe the housing units, application process, waiting list and preference structure accurately;
  - c. Use clear and easy to understand terms and more than strictly English-language and other-language print media;
  - d. Contact agencies that serve potentially qualified applicants least likely to apply (e.g. persons with disabilities or members of racial or ethnic minority groups) to ensure that accessible/adaptable units are offered to applicants who need these features and that all minorities are notified;
  - e. Make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
  - f. Be clear about the HACLV's responsibility to provide reasonable accommodations to people with disabilities.
  - g. Develop partnerships with non-profit organizations that provide services to those populations that are least likely to apply for HACLV programs and services.
  - h. Advertise through minority printed media and when feasible radio and television stations to promote programs and service.
  - i. Develop marketing tools such as brochures and posters that shall be distributed throughout our community as various social service offices and non-profit organizations to ensure information is available via multiple marketing outreach methods.
  - j. Schedule bi-lingual staff to speak at cultural events to promote the HACLV's programs and services.
  - k. Participate with the County of Clark in the development of its Affirmative Fair Housing Plan which is part of its Consolidated Plan.
  - l. Ensure all participants and residents are aware of the Scattered-Site and Section 8 Housing Choice Voucher option by ensuring notices in both English and Spanish are available in all lobbies and adding a brief description for the programs to our initial and annual re-certification process.
2. In order to identify and then market effectively to those eligible families least likely to apply, HACLV or its contractor shall, at least yearly perform the following actions to document the effectiveness of its marketing and outreach strategy:
  - a. Prepare a property-by-property demographic breakdown that identifies the number and percentage



of residents who are:

- 1) Elderly families (Head, spouse or sole member age 62 or older);
  - 2) Disabled families (Head, spouse or sole member is a person with disabilities);
  - 3) White/Caucasian families;
  - 4) Black/African American families;
  - 5) Asian families;
  - 6) Hawaiian/Pacific Islander families;
  - 7) Native American/Alaska Native families;
  - 8) Hispanic/Latino families;
  - 9) Non-Hispanic/Non-Latino families;
- b. Prepare a breakdown of each site-based waiting list and any citywide waiting list that breaks down the number and percentage of applicants by the categories listed above;
- c. Using the most recent demographic information for the City, the HACLV shall determine the number and percentage of income eligible families, first all eligible families using the categories above, then subdividing the eligible families by income tier and the categories above as follows:
- 1) Extremely low income families (incomes less than 30 percent of area median income, adjusted for family size);
  - 2) Very low income families (incomes between 31 and 50 percent of area median income adjusted for family size);
  - 3) Lower income families (incomes between 50 and 80 percent of area median income adjusted for family size).
- d. Compare the data on property demographics and waiting list demographics to the citywide eligible family data to determine whether there are any categories of eligible families who are under-served (i.e., 10 percent or more difference) by age, disability, race or ethnicity.
- e. Using data on unit turnover, determine the number, size, type (accessible, adaptable and non-accessible/adaptable) and locations of apartments likely to become vacant in the next 12 months.
- f. Review the applicable waiting lists against the likely availability projections from step (e) above, and determine whether any waiting lists that are presently closed will be re-opened.
- g. If there are any under-served categories of families including Limited English Proficiency (LEP persons) determine where those families are currently located and design a marketing campaign to reach those families.
- h. The campaign should, at a minimum,
- 1) be aimed at families for whom the waiting list is open;
  - 2) be presented in the appropriate language;
  - 3) use all appropriate media;
  - 4) describe the housing opportunities including homeownership of scattered-site units to eligible families available at HACLV simply but accurately;



- 5) contain both the Fair Housing Logo and Fair Housing language;
- 6) describe how an interested family can get additional information about the Authority's housing opportunities.
- 7) be coordinated with HACVL's LEP Outreach Plan

These marketing activities shall be conducted at least quarterly and shall include direct marketing activities to the population who is Limited English Proficient. Advertisement shall be printed in Las Vegas major publications, our one African American, two Spanish newspapers and other minority newspapers within Las Vegas. Additionally, we shall distribute information via facsimile to over 40 government and non-profit organizations that work directly with low-income families including those who are LEP. Radio and Television appearance shall be scheduled to also promote all housing programs including scattered-site homeownership and Housing Choice Voucher Homeownership options to eligible participants.



## Limited English Proficient Plan

### *Executive Order 13166*

Most individuals living in the United States read, write, speak and understand English. There are many individuals, however, for whom English is not their primary language. Language for Limited English Proficiency (LEP) persons can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally funded programs and activities.

The Housing Authority City Las Vegas (HACLV) is committed to ensuring the accessibility of its programs and activities to all eligible clients including those LEP persons. This policy is a guide for HACLV staff to ensure responsible steps are taken to provide meaningful access to its programs and services to all eligible LEP persons.

HACLV shall determine the need within its jurisdiction by assessing the balances of the four factors listed below:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program;
- (2) The frequency with which LEP persons come into contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the program to people's lives; and
- (4) The resources available to the agency and costs.

The analysis shall provide HACLV with a baseline to determine what reasonable steps shall be taken to ensure meaningful access for LEP persons. Additionally, staff shall ensure that written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. This determination will be maintained for future audits/or reviews and shall be updated at least bi-annually.

#### ***A. Vital LEP Documents***

HACLV has established the following documents in its Housing Choice Voucher Program as vital documents and shall ensure these documents are available in both English and Spanish.

If need are established by documented data that demonstrates an additional 5 percent LEP group, then this same list of vital documents shall be translated into that language.

HACLV Vital LEP Documents shall include:

- (a) Pre-Applications (when pre-applications are taken over the phone, bi-lingual staff with designated lines shall be advertised).
- (b) Full Applications
- (c) Personal Declaration Form
- (d) HUD allowable deduction notice
- (e) FSS Contract of Participation
- (f) FSS Outreach Notices
- (g) Helpful Hints Brochure
- (h) Annual Acknowledge Form
- (i) Report Change Notice
- (j) Hearing Request Form
- (j) Fair Housing Notices
- (k) Notice advising clients of free language assistance
- (l) Notice advising clients of reasonable accommodations
- (m) Interim Reporting Form
- (n) Continued Occupancy Form
- (o) Zero Income Packet
- (p) All public notice signs in lobby
- (q) Portability Notice
- (r) Guide to Local Resources
- (s) Zero Income Certification Form
- (t) HACLV's Authorization for Release of Information
- (u) HUD Form 9886
- (v) Roster of Bi-Lingual staff with phone numbers

Additionally, HACLV shall include a "tag" on most other documents to inform LEP persons that if they cannot read the letter, document, brochure or notice they may contact one of HACLV's bi-lingual staff for free translation/interpretation services. This tag to English written documents shall be in Spanish or required other languages as needed.

***B. Oral Language Services:***

Interpretation is the act of listening to something in one language (source language) and orally translating it into another language (target language). HACLV shall provide bi-lingual staff in all areas that have direct contact with clients. Additionally, these staff shall have specialized knowledge of the area of service or programs that the LEP person is applying or participating in. Staff shall be trained to ensure they understand and adhere to their role as interpreters without deviating into a role as counselor, legal advisor, or other roles. To avoid undo burdens to LEP client due to delays in service, when interpretation is needed and is reasonable, it shall be provided in a timely manner. Staff shall have a current list of all bi-lingual staff and training on steps to assess additional contractual service providers.

HACLV shall maintain a contract with a professional interpreting service provider to ensure all clients with LEP needs receive equal access to all programs and services. Staff shall be informed of this service and advised how to request said service and schedule appointments. This service shall be free to our clients. Client's appointment letters shall inform them to contact our agency prior to their appointment if they need an interpreter available to translate during their meeting.

HACLV shall ensure its main telephone line have information translated in Spanish. This information shall inform clients of the free translation services available.

***C. Outreach:***

HACLV shall conduct outreach in a method that is clearly inclusive of LEP persons identified through its annual analysis. Community partnerships have been developed to further assist in the enhancement of this Plan. All notices posted in printed media shall also be posted in our City's Spanish Newspapers and other minority publications. This plan will be coordinated with HACLV's Affirmative Marketing Plan and shall include direct marketing strategies to promote homeownership options directly related to HACLV's Scattered-Site Homeownership/ Section 8 and all other programs. Such outreach may include, but not be limited to, special briefings for LEP residents and participants to ensure they understand this program option as well as participating in community-wide homeownership events sponsored by agencies with direct contract with disabled and/or LEP persons. HACLV shall provide telephone menus in the most common languages encountered on its main switchboards. Additionally, HACLV shall include notices in local newspapers in languages other than English and provide notices in non-English language radio and television stations about the availability of language assistance services. Staff will make presentations through community organizations to target LEP persons.

***D. Staff Training:***

HACLV shall ensure all staff receives a copy of its LEP Plan and training. This training shall address:

- (a) The types of services available to assist clients and how to access these services.
- (b) How to respond to LEP callers.
- (c) How to respond to written communications for LEP.
- (d) How to respond to a LEP person who has in-person contact with HACLV staff.
- (e) How to ensure competency of interpreters and translation services.
- (f) How to remain in the role of an interpreter versus a counselor, adviser, etc.

This training shall be conducted for all new employees as part of their orientation and for all current employees to ensure full compliance.

***E. Posting:***

Signs in common areas and offices shall inform our public at the initial point of contact that HACLV provides free translation services. These signs shall be in English and Spanish. Additional languages shall be added when outcomes of analysis demonstrated the need within our community.

Additionally, all other notices shall include a tag written in Spanish to inform clients that if they need a translation, how to reach the correct staff and/or request vital documents in Spanish.

**F. Monitoring and Updating the LEP Plan:**

HACLV shall monitor the impact of its LEP Plan by seeking feedback from the community, and assessing potential LEP Plan modifications based on:

- a. Current LEP populations in service area or population encountered or affected;
- b. Frequency of encounters with LEP language group;
- c. Nature and importance of activities to LEP person;
- d. Availability of resources, including technological advances, additional resources, and costs imposed;
- e. Whether existing assistance is meeting the needs of LEP persons;
- f. Whether staff knows and understands the LEP plan and how to implement it;
- g. Whether identified sources for assistance are still available and viable.

The plan shall be updated as required to comply with Executive Order 13166.



## HOUSING AUTHORITY OF THE CITY OF LAS VEGAS EFFECTIVE COMMUNICATIONS POLICY

The Housing Authority of the City of Las Vegas (HACLV) operates in accordance with the federal Fair Housing Law and all Civil Rights laws. It does not discriminate against any person because of race, color, religion, national origin, sex, age, disability, or familial status. In addition, the HACLV has a legal obligation to provide “reasonable accommodations” to its clients which includes, but is not limited to applicants, participants, residents and Section 8 Housing Choice Voucher program participants with disabilities and their family members.

If you are applying to live in HACLV housing or already live in HACLV housing and need us to communicate with you because of a disability in some manner other than plain language paperwork, we will accommodate your needs so that we may communicate freely and understand each other.

### **1. What are the ways HACLV will try to provide “effective communication”?**

All “vital” written notices, letters and other forms of communication between HACLV and clients will contain an “effective communication” statement, explaining that alternative forms of communication are always available.

All public materials that are prepared will be made available in alternative formats upon request.

All public meetings shall be held in accessible locations and will provide American Sign Language interpreters and large print materials “when requested”.

### **2. What are examples of “effective communication”?**

For clients with visual impairments, examples of effective communication could include:

1. Reading materials aloud;
2. Providing brightly lit interview rooms to help people see better;
3. Making written materials available in Large Print;
4. Making written materials available on audio cassette, and supplying a cassette player so you can listen to material instead of reading it;
5. Making written materials available in a Braille format;
6. Calling people on the telephone or going to their homes to deliver information instead of mailing letters, notices

For clients with hearing impairments, examples of effective communication could include:

1. Providing an American Sign Language interpreter for all interviews and meetings;



2. Conducting certain simple operations in writing instead of speaking;
3. Responding to messages sent through our Telecommunications Device for the Deaf;

For clients who have difficulty reading, writing, understanding or remembering, examples of effective communication could include:

1. Reading all written materials to you;
2. Filling out paperwork and reading it back before you sign it;
3. Inviting a representative you choose to attend all meetings and interviews with you to help you and remember what is going on;
4. Mailing material to a representative in addition to sending it to you so the representative can help you understand the material.

### **3. Who can qualify for a form of communication other than plain language written material?**

A qualified person with a disability will qualify for the form of communication that is effective for him or for her.

### **4. Who qualifies as a person with a disability?**

To be eligible for a form of communication other than plain language written material, a disability is defined as any physical, mental, or emotional impairment that substantially limits one or more major life activities. Attached is the definition of disability for the purpose of determining if someone may obtain a reasonable accommodation or physical modification.

### **5. Approval/Denials of Reasonable Accommodations**

Approvals/Denials of Reasonable Accommodation Request shall be processed by first verifying the need by receiving third party verification from a medical provider. Approvals may be made by a Manager/Supervisor or Director for non-structural modification requests. Copies of all requests and their written outcomes shall be submitted to the 504/ADA Officer within 5 days of receiving the medical provider's Certification of Need. The original notice shall be sent to the applicant along with a Reasonable Accommodation Agreement form which must be signed and returned to staff. A copy shall be placed in the client's file. The denial notice must advise the person making the request of their right to request a hearing with 14 calendar days of the date of the denial notice by following HALCV grievance procedures. All hearings addressing Reasonable Accommodation Requests shall have the 504/ADA Coordinator in attendance.

The HALCV considers each request separately based on its own merits. Just because one person had a change approved does not mean that all requests for



that type of change will be approved. The decision will be made on a case by case basis with the understanding that each person's need and circumstances are unique.

## **6. Record Keeping**

The 504/ADA Officer shall maintain records of all reasonable requests submitted and their outcomes.



## Policy on Civil Rights and Disability Rights

### A. Nondiscrimination: The Fair Housing and Civil Rights Acts require that

1. The Housing Authority of the City of Las Vegas (HACLV) shall not, on account of race, color, national origin, sex, religion, familial status, or disability:
  - a. Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
  - b. Provide anyone housing that is different (of lower quality) from that provided others <sup>1</sup>;
  - c. Subject anyone to segregation or disparate treatment;
  - d. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
  - e. Treat anyone differently in determining eligibility or other requirements for admission;
  - f. Deny anyone access to the same level of services <sup>2</sup>; or
  - g. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
2. The HACLV's policy on nondiscrimination in Public Housing Occupancy is in the Admissions and Continued Occupancy Policy.
3. The HACLV's policy on nondiscrimination in Section 8 Housing Choice Voucher Program Occupancy is in the Section 8 Administrative Plan.
4. The HACLV's policy on nondiscrimination for employees is in the Employee Handbook and Collective Bargaining Agreement.
5. The HACLV shall include a nondiscrimination statement in all job announcements and announcements for contracted work through our procurement departments on behalf of our agency.
6. The HACLV's policy on nondiscrimination for its Affordable Housing Program shall be included in its Affordable Housing Manual.
7. All advertisements shall include a non-discrimination statement.
5. The HACLV's 504/ADA Coordinator is the person charged with ensuring that persons with disabilities are provided with the same level of benefits and services as all other clients.

### B. Informing Applicants/Residents and Participants of their Civil and Disability Rights

1. Key policy documents are required to be posted on bulletin boards in application offices, property management offices and the Section 8 office.
2. Policy documents shall be provided to persons with disabilities in a format that is understandable to them.
3. Every applicant for housing shall be asked whether he/she or any family member needs a reasonable

---

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

<sup>2</sup> This requirement applies to services provided by PHA and services provided by others with PHA's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.



accommodation, which may include methods of communication other than plain language paperwork, or special features in a housing unit because of a disability.

4. The HACLV staff shall make every effort to assist applicants, participants and residents who request information or assistance with the exercise of their civil and disability rights.
5. Any applicant, participant or resident who believes that he or she is the victim of discrimination based upon membership in a protected class shall have an opportunity to file a complaint with the HACLV and, if the complaint is not resolved to the applicant, participant or resident's satisfaction, HACLV shall advise the client of their right to complete and submit HUD's Fair Housing Complaint form.
6. Staff is familiar with the HACLV's obligations to modify its physical facilities and they can explain these obligations to applicants.
7. Housing management staff is also familiar with the HACLV's obligations to modify its physical facilities and they can explain these obligations to residents. Unit modification shall only be approved by HACLV's 504/ADA Officer.
8. Section 8 Housing Choice Voucher staff is familiar with the HACLV's obligations to provide reasonable accommodations in program administration and they can explain these obligations to applicants and program participants.

#### C. Eligibility for Unit Modifications and Reasonable Accommodations

1. The Authority's obligation to make unit modifications and reasonable accommodations for individuals with disabilities is predicated on two facts:
  - a. The person on whose behalf the request is made qualifies as an "individual with disabilities"; and
  - b. The person's request can be verified to be needed because of the person's disability.
2. If the information is not already verified, the Authority may verify that a person qualifies as an "individual with disability" and that the request for unit modification or reasonable accommodation is needed because of the disability.
3. At no time may the Authority request information about the nature or extent of a person's disability.

#### D. Modification of Physical Facilities for Persons with Disabilities in the Public Housing Program

1. In making physical modifications to HACLV property, (sites, parking lots, common spaces, routes through buildings and individual apartments), the following requirements apply, considering reasonable accommodations in procedures or practices:
  - a. The HACLV **must**, upon request by an applicant or resident with a disability,
    - 1) make structural modifications to its housing and non-housing facilities and
    - 2) make reasonable accommodations in its procedures or practices **24 CFR § 8.33**  
**unless** such structural modifications or reasonable accommodations
      - 1) would result in an undue financial<sup>3</sup> and administrative burden on the Authority, or
      - 2) would result in a fundamental alteration in the nature of the program

If a requested modification or reasonable accommodation can be demonstrated to be an undue financial and administrative burden, the HACLV is obligated to do everything it can do short of that burden to meet

---

<sup>4</sup> Considering all the PHA's sources of revenue, including both operating and capital funds



the applicant's, participant's or resident's disability-related need.

*Only* the HACLV's 504/ADA Coordinator may make a determination that a requested **structural modification** is an undue financial and administrative burden or a fundamental alteration in the nature of the PHA's program.

- b. In making structural modifications to "Existing housing programs" **24 CFR § 8.23** or in carrying out "Other Alterations" **24 CFR § 8.23(b)** for otherwise qualified persons with disabilities, HACLV **may**, but is not required to:
    - 1) Make each of its existing facilities accessible **24 CFR § 8.24 (b)**; or
    - 2) make structural alterations when other methods can be demonstrated to achieve the same effect **24 CFR § 8.24 (b)** ;
    - 3) Make structural alterations that require removal or altering a load-bearing structural member **24 CFR § 8.24 (b)**;
    - 4) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level **24 CFR § 8.26**;
  - c. When the HACLV is making "Substantial Alterations" <sup>4</sup> to an existing housing facility, the HACLV **may**, but is not required to:
    - 1) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level **24 CFR § 8.26**;
    - 2) Make structural alterations that require the removal or altering of a load-bearing structural member **24 CFR § 8.32 (c)**; or
    - 3) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable <sup>5</sup> also **24 CFR § 8.32 (c) and § 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)**
  - d. The undue burdens test is not applicable to new housing or housing undergoing substantial alteration.
3. The HACLV shall bear the cost of modifying public housing units for residents with disabilities.
  4. Applicants, participants or residents with disabilities are not required to accept the Authority's modification of their units nor to accept the HACLV's transfer offers.
  5. If the residents do not accept the HACLV's attempts at reasonable accommodation the residents cannot hold PHA liable for failure to make reasonable accommodations.

#### **E. Reasonable Accommodations in Policies, Procedures and Practices**

1. When requested by an applicant, participant or resident who is an individual with disabilities, the HACLV is obligated to adjust or modify its policies, procedures and practices to provide such individual with disabilities an equal and effective opportunity to use and enjoy the full range of the Authority's services and programs.

---

<sup>4</sup> defined in **24 CFR § 8.23** as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility

<sup>5</sup> Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved.



2. The HACLV is not obligated to provide reasonable accommodations when the requested accommodation is:
  - a. An undue financial and administrative burden; or
  - b. A fundamental alteration in the nature of the Authority's program.

Some examples of reasonable accommodations to the HACLV's policies, procedures or practices include, but are not limited to:

- c. Exempting all assistive animals for individuals with disabilities from the provisions of the HACLV's Pet Policy;
- d. Conducting a meeting, hearing or other service normally performed at a HACLV office in the home or other location requested by a person with a disability;
- e. Billing an alternative payee in addition to or instead of a resident with a disability at the resident's request;
- f. Permitting a resident with a disability to have a washing machine and dryer in her unit (even though this is normally not permitted) because the only laundry facilities at the property cannot be made accessible to her disability;
- g. Increasing the utility allowance for a family that includes an individual with a disability when the individual's disability requires the use of equipment that uses utilities (e.g. an in-home dialysis set-up);
- h. Granting a Section 8 Housing Choice Voucher family a time extension beyond that normally granted because they need a particular type of unit that is hard to find.
- i. Allowing participants in the Section 8 Housing Choice Voucher program to move within their first year, if such move has been requested as a reasonable accommodation for a disabled family and verification of the need to move is received from their medical provider and the owner/manager agrees to sign a mutual recession form to release the participant from their current lease.

The above list is in no way inclusive. In addition, see the reasonable accommodations sections of the Admissions and Continued Occupancy Policy and the Section 8 Administrative Plan.

## **F. Communications with Persons with Disabilities**

1. The HACLV and its property managers/staff communicate with all persons with disabilities in a manner that is understandable to them.
  - a. Simply mailing out written material is insufficient.
  - b. People who have sensory or cognitive impairments are entitled to the form of communication that they request and that will be intelligible to them.
  - c. In some cases this will require different forms of communication (large print, Braille, taped materials, sign language interpretation); and
  - d. In other cases, it will require communicating with someone other than or in addition to the applicant or resident (a family member, friend, advocate, case worker, etc.).



- e. When HACLV or a management agent has first contact with all applicants, they ask whether the applicant needs some form of communication other than plain language paperwork.
  - f. Alternative forms of communication might include but are not limited to:
    - 1) sign language interpretation and TDD service;
    - 2) having written materials explained orally by staff, either in person or by phone;
    - 3) large type materials; information on tape, information in a Braille format;
    - 4) having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials;
    - 5) permitting applicants to file applications by mail; and
    - 6) using alternative sites for application taking, interviews, meetings or hearings. **24 CFR § 8.6**
  - g. If an applicant requests alternate forms of communication, the applicant's file is noted and all future communications (notices, letters, etc.) are provided in the appropriate format. The note explaining the alternate method of communication must stay on top of the left side of the folder at all times.
  - h. The HACLV staff present examples to help persons with cognitive impairments understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance.
  - i. The HACLV staff explains rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read, understand or remember. **24 CFR § 8.6**
  - j. Intake and management staff read and explains anything that they would normally hand to an applicant, participant and residents who cannot read.
  - k. The HACLV provides plain language written material in English and all other languages whose speakers constitute at least five percent of the program eligible population of the locality.
  - l. Applicants, participants residents who read or understand little English and whose speakers number fewer than five percent of the program eligible population of the locality may furnish an interpreter who can explain what is going on.
2. The HACLV prepares the following information for applicants, participants and residents in plain-language accessible formats:
- a. Marketing, promotional and informational materials
  - b. Information about the application process
  - c. General statement about reasonable accommodation (for all applicants)
  - d. The application form and required certifications
  - e. Information about opening, updating or closing the waiting list
  - f. All form letters and notices to applicants and residents (tags in Spanish shall be on these)
  - g. Information about hearings for rejected applicants (tags on withdrawal, terminations, and eviction notices in Spanish)
  - h. Orientation materials for new residents
    - 1) The lease and house rules, if any



- 2) Guidance or instructions about care of the housing unit
  - 3) All information related to applicant's rights (to informal hearings, Grievance Procedure etc.)
- i. Some applicants and residents with disabilities will be unable, because of their disabilities, to come to the HACLV facilities for meetings, interviews, etc. In this case, the Authority's staff shall go to the location where they are to conduct meetings, interviews, or conduct them by mail.
  - j. The HACLV shall bear the cost for providing alternate methods of communication, plain language paperwork and going to the homes or other locations for residents with disabilities.

#### **G. Updating Resident Information on Needs of Persons with Disabilities**

1. Each year, staff shall advise each participant/resident of HACLV's Reasonable Accommodation Policy in writing as part of the annual re-examination. Property managers ask every resident whether they need any special features in their units or other PHA-owned facilities. If the head or co-head have had a change in their ability to communicate via written English since their last re-examination, staff shall update the file to ensure all future correspondence is sent in the required format.
2. People who formerly had no disability-related needs may become disabled after becoming the HACLV's residents.

#### **H. Cross Reference: Guidebooks on Reasonable Accommodation for Persons with Disabilities**

1. The HACLV and its managers have an ongoing responsibility to make modifications to PHA's physical facilities and reasonable accommodations in procedures and practices to ensure that its programs are fully usable by persons with disabilities.
2. If applicants, participant or residents do not inform staff of their disability needs or if they are unwilling to disclose the fact that they have a disability, the HACLV is not able to make reasonable accommodations



## **THE HOUSING AUTHORITY OF THE CITY OF LAS VEGAS (HACLV) REASONABLE ACCOMMODATION POLICY**

### **1.00 Background**

The HACLV **must** comply with Federal, state and local laws that prohibit discrimination on the basis of disability, including but not limited to the Federal Civil Rights Act (Title VI), the Federal Fair Housing Act (Title VIII), Section 504 of the Rehabilitation Act of 1973 (504) and the Americans with Disabilities Act (ADA). An applicant, resident, participant or client with a disability may ask for specific changes in rules, policies, procedures, and methods of communication or may ask for physical modifications to a unit or common area to enable him/her access a building, unit or program. Such changes are referred to as "Reasonable Accommodations." Client, for the purpose of this document includes applicants, residents, participants, employees and other disabled persons who may conduct business with HACLV.

### **1.01 How "Disability" is Defined**

HUD defines disability for the purpose of being eligible for consideration for a reasonable accommodation or structural modification as any physical, mental, or emotional impairment that substantially limits one or more major life activities. For the complete definition, see the definition section at the end of this policy.

### **1.02 The HACLV's Obligation to Provide Reasonable Accommodations**

It is necessary to provide clients with a disability an equal opportunity to apply for and live in housing, respond to requests for services and/or employment. A disability for the purpose of being eligible for consideration for a reasonable accommodation or structural modification is any physical or mental impairment that substantially limits one or more major life activities.

Another aspect of 504/ADA compliance is identifying clients with sensory or cognitive impairments who need special methods of communication other than the plain language paperwork the HACLV normally uses to communicate with clients. It is the HACLV's responsibility to communicate in a way that is fully understandable to all clients. This may require providing material in large type, Braille, or on cassettes for people with visual impairments, providing sign language interpreters for people with hearing impairments and permitting clients with cognitive impairments to have a friend, relative or advocate present at meetings and in receipt of mailed information to help them understand and remember what is happening. Requests for Reasonable Accommodations must be submitted by completion of HACLV's Reasonable Accommodation Request forms and submitting this form to a manager, supervisor or directly to the 504/ADA Officer. If required, staff can complete this form to assist clients that require such assistance.



### **1.03 Evaluating Reasonable Accommodation Requests**

The HACLV must evaluate requests for reasonable accommodations to determine if and how requests can be accommodated. The HACLV can deny the request only if the request constitutes a fundamental alteration in the nature of the program or constitutes an undue financial and administrative burden. This determination shall be made by the managers/supervisors/ directors. *Only* the HACLV's 504/ADA Coordinator can approve or deny a structural modification request.

### **1.04 The 504/ADA Coordinator**

The 504/ADA Coordinator is the person the HACLV has designated as responsible for ensuring that the HACLV complies with Federal, state and local laws that protect the rights of people with disabilities and makes sure the HACLV meets its obligations set forth in these laws.

### **1.05 Notification to Clients**

The HACLV will provide all clients with written notice or other forms of communication as requested as an effective communication response, of its obligation to provide individuals with disabilities a reasonable accommodation if they need one as a direct result of their disability. This shall occur for applicants at the initial application process, and at each annual recertification. For participants and residents at their initial lease-up and at each annual recertification and to all other clients as a footer on all public documents including employment applications and requests for proposals. Written notification will also be contained in the resident handbook and on the Section 8 Continued Occupancy Acknowledgement Form.

### **1.06 Approval/Denial of Requests**

HACLV shall notify each requestor of the approval or denial of their request within 5 days of receiving verification of need certification from a medical provider. The notice of denial shall advise the client of their rights to request a hearing within 14 calendar days of the date of the denial notice using HACLV's grievance process. All clients whose requests are approved must sign a Reasonable Accommodation Agreement with HACLV.

### **1.07 Timelines to complete Physical Modifications/Transfers**

The HACLV must make any approved minor physical modifications (installing grab bars, handrails, lowering cabinets, etc.) when the cost is less than \$1000.00 within 30 days of the Reasonable Accommodation Agreement being signed. If the change involves making a major structural change to a unit or common area (widening doorways, putting in a roll-in shower, putting in a ramp, etc.) and the cost is over \$1000.00, the work must be completed within 60 calendar days, or in accordance with a construction schedule, unless something unforeseen occurs. HACLV reserves the right to accommodate a client by offering a medical unit transfer versus making modifications to the residents current unit if modifications are "technically infeasible and structurally impractical" or if



another unit is available that meets the need of the resident and will become available within 30 calendar days or less.

### 1.08 Section 8- Housing Choice Voucher Requests

Section 8 Housing Choice Voucher participants who request to move within the first year of their lease must “also” have their owner/manager approval by their signing a mutual recession of their lease. Unit modifications requests of Housing Choice Voucher participants shall be made directly to the owner/manager of the property in which they are a lease holder. All other requests for reasonable accommodation for Section 8 Participants shall be submitted to the Section 8 office and approved/or denied by the Housing Programs Manager or the Director of Housing Programs only. Copies of all requests and there outcome shall be sent to the 504/ADA Officer for record keeping and a copy to the participant’s file.

### 1.09 Reasonable Accommodation Public Notices

Reasonable Accommodation notices shall be posted in all HACLV public office lobbies as well as all Public Housing Manager’s Offices. Additionally, all HACLV public notices and newsletters shall have a reasonable accommodation statement included. Forms to request a reasonable accommodation shall be available in all offices.

### 1.10 Tracking of Requests

Each department that receives Reasonable Accommodation Requests must track these requests and their outcomes. This tracking must include date and time received, date request submitted to 504/ADA Officer and outcome. Copies of all requests shall be forwarded to the 504/ADA Officer for record keeping.

***The Fair Housing Act prohibits discrimination in housing based on color, race, religion, national origin, sex, age, familial status, or disability.***



## APPENDIX DEFINITIONS

### *Definition of "Disability"*

*The definition of disability for the purpose of determining if someone may obtain a reasonable accommodation or physical modification is contained in the Fair Housing Act, 504 and the ADA.*

- *Under all three laws, an individual is "disabled" if he/she has a physical, mental or emotional impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment*
- *The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, AIDS, mental illness, mental retardation, and emotional illness*
- *Major life activities include, but are not limited to seeing, hearing, speaking, walking, breathing, and performing manual tasks, learning, caring for oneself and working.*
- *This is not the definition used to determine if someone is eligible for public housing based on his/her disability.*

### **Definition of "Fundamental alteration in the nature of the program"**

- Determining whether a request poses a fundamental change in the housing program is not a cost-based test. The HACLV's goal is to provide safe and sanitary housing for low and moderate-income tenants.

For example, assume the HACLV had a resident who was violating his/her lease because the unit was filled with trash. The resident tells her Property Manager that the unit is unsanitary because he/she cannot clean her unit on a regular basis or empty her trash because she cannot reach the trash chute or open it because of his/her disability. The resident requests the HACLV to provide housekeeping services.

It is not reasonable for the HACLV to provide housekeeping services because it would fundamentally change the type of services the HACLV provides. It is reasonable for the HACLV to help the resident in arranging a third party to assist the resident in housekeeping or to pick up the resident's trash twice a week at the resident's apartment. The resident must however comply with his/her lease and the accommodations.





## Housing Authority of the City of Las Vegas

Compliance Review Assessment

Site Based Waiting List

Tenant Composition

Designated Senior's Only

Arthur Sartini Plaza

James Down Towers

Harry Levy Gardens

July 14, 2004 – Final Report

Presented by

**ALLEGRA**  
CONSULTING

320 E. Warm Springs, Ste. 4B

Las Vegas, NV 89119

T: 702-315-4241

F: 702- 315-4261

[www.allegraconsulting.net](http://www.allegraconsulting.net)



July 14, 2004

Deloris Sawyer  
Housing Authority of the City of Las Vegas  
420 North 10th Street  
Las Vegas, Nevada 89101

Dear Mrs. Sawyer,

On behalf of Allegra Consulting, Inc., we would like to thank you and the Housing Authority of the City of Las Vegas for allowing us to provide you with the most recent Compliance Review Assessment for the Arthur Sartini Plaza, James Down Towers and Harry Levy Gardens. We would also like to thank your staff within the Housing Programs Division and your MIS Department for providing Allegra Consulting, Inc. with support throughout this project.

It's been a real pleasure working with you and we look forward to the next project. If you have any questions, please feel free to give me a call anytime.

Sincerely,

Suzanne Madison  
President



**SECTION 1** – Executive Summary

**SECTION 2** – Assessment #1:

Changes in racial, ethnic or disability  
related to tenant composition at each site

**SECTION 3** – Assessment #2: Site Based Waiting List

**SECTION 4** – Assessment #2B: Tester Profile

Comparisons by Race  
Actual Tester Profile and Data Recapture

**SECTION 5** – Tester Reports

Debriefing and Compilation

**SECTION 6** – Wait List Letters

**SECTION 7** – Completed Pre-Applications

**SECTION 8** – Methodology

**SECTION 9** – Miscellaneous Appendix

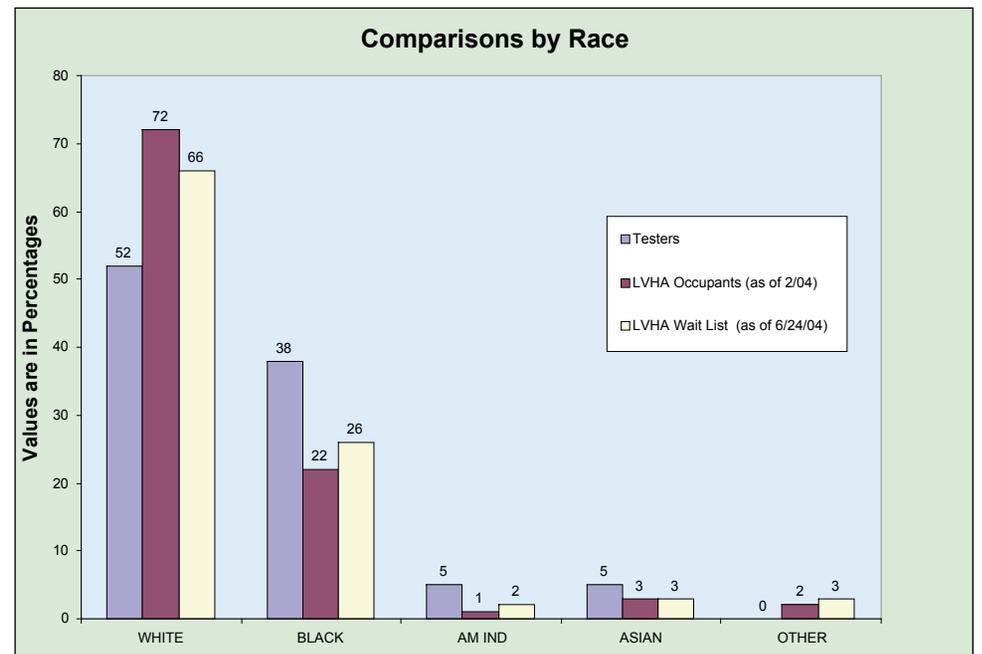
**SECTION 10** – Contact Consultant



## Executive Summary

**SECTION 1 – Executive Summary**

Figure 1.1 - Comparisons by Race



# ALLEGRA CONSULTING

## **Assessment #1 Conclusion:**

Therefore, based on our assessment of the tenant related composition, it is our conclusion that the LVHA has not practiced in any discriminatory practices. Our conclusion is supported in the following subsequent pages within this report.

## **Assessment #2 Conclusion:**

After assessing and analyzing the Site Based Waiting List, we conclude that the site based waiting list is not being implemented in any discriminatory patterns and or practices.

Allegra Consulting, Inc. (“ACI”) was retained by the Housing Authority of the City of Las Vegas (“LVHA”) to complete a compliance review related to site based waiting lists maintained by the LVHA and to assess changes in racial, ethnic or disability-related tenant composition at each site that may have occurred during the implementation of the site-based waiting lists. The consultants gathered data and analyzed the results and are presenting their findings which are supported throughout this report.

The compliance review was only specific to Designated “Seniors Only” Housing, more specifically, Arthur Sartini Plaza, James Downs Towers, and Harry Levy Gardens. This age restricted community was only applicable to seniors over 62 years of age.

The LVHA supplied the consultants with supporting lead data to assist in assessing the Site Based Occupancy information and the Site Based Waiting List. The consultants utilized the resources of University of Nevada Las Vegas’s Center for Business and Economic Research for historical race and ethnicity data to benchmark comparisons.

The consultants prepared a standard test report form and tester profile which was designed to fit within the targeted compliance review demographics. The twenty-one tester profiles were completely diverse in race, ethnicity, age, gender and disabilities. The testers’ profiles used for this project were very similar in race, ethnicity and disabilities to that of the actual occupant profile and wait list composition. (See Figure 1.1 – Comparisons by Race on page 6) The tester profile and tester report form along with prescribed test times were submitted to the LVHA executive director Mr. Parviz Ghadiri for

approval. Mr. Ghadiri approved the tester profile and tester report form without changes.

The compliance review was conducted over a period of thirty (30) days during the month of June 2004 and ending July 2004. ACI conducted twenty-one (21) tests of site based housing, only on the pre-application process, consisting of visits and calls. The LVHA staff was not informed when the testing would be taking place. The testers were required to review and sign a confidentiality agreement to minimize information leaks.

The testers received two hours training on the specifics of the compliance review. To ensure that the pre-application form was completed thoroughly and mirrored the strategic/approved tester profile sheet, the consultants walked each tester through their application which was completed and signed during the two hour training. Photocopies of the completed pre-application form were taken and made a part of this report. The testers were provided with their respective assignments. The actual testing began June 21, 2004 and ended June 30, 2004. The testers were assigned very specific dates and times to physically walk-in, U.S. mail-in and call to follow-up on their respective tester pre-application assignments. Each tester was required to complete a post follow-up questionnaire (tester compliance form) to help gauge and or quantify their impressions of the LVHA staff and process.

ACI is pleased to present the results of both assessments in this report.



Assessment #1

## **SECTION 2 – Assessment #1**

Changes in racial, ethnic or disability related  
to tenant composition at each site.



**Assessment #1 Conclusion:**

Therefore, based on our assessment of the tenant related composition, it is our conclusion that the LVHA has not practiced in any discriminatory practices. Our conclusion is supported in the following subsequent pages within this report.

**Assessment #1** – Changes in racial, ethnic or disability related tenant composition at each public housing authority site that may have occurred during the site-based waiting list, based upon MTCS occupancy data.

The consultants reviewed and analyzed the on-site tenant composition for years, 1999, 2000, 2001, 2002, 2003, and through February 2004. We analyzed the changes in units as occupied by disabled and race and found that there was a year-to-year increase of “white” occupants. More specifically, seventy-two percent (72%) ending in year February 2004. After further review, we concluded that this percentage is being driven upward as Hispanic demographics are included into the seventy-two (72%) percent. When we compared year-to-year for this specific race category, we learned that the break-down of White-Hispanic averaged around twelve percent



“ When we compared the City of Las Vegas race breakdown by the same years, we found that the race and ethnic breakdown is very much comparable to that of the LVHA race and ethnic breakdown. ”

(12%) while Sixty Percent (60%) represented White-Non Hispanics. Furthermore, when we compared the City of Las Vegas race breakdown by the same years, we found that the race and ethnic breakdown is very much comparable to

that of the LVHA race and ethnic breakdown.

The other demographic that stood out was Black Non-Hispanics which averaged approximately 13.24 percent greater over the same time period when compared to the City of Las Vegas Demographics.

When we analyzed the changes in units occupied by the disabled, we noted that in Year 1999 to 2000 at the Harry Levy Gardens community, the number of disabled moved from two (2) in years

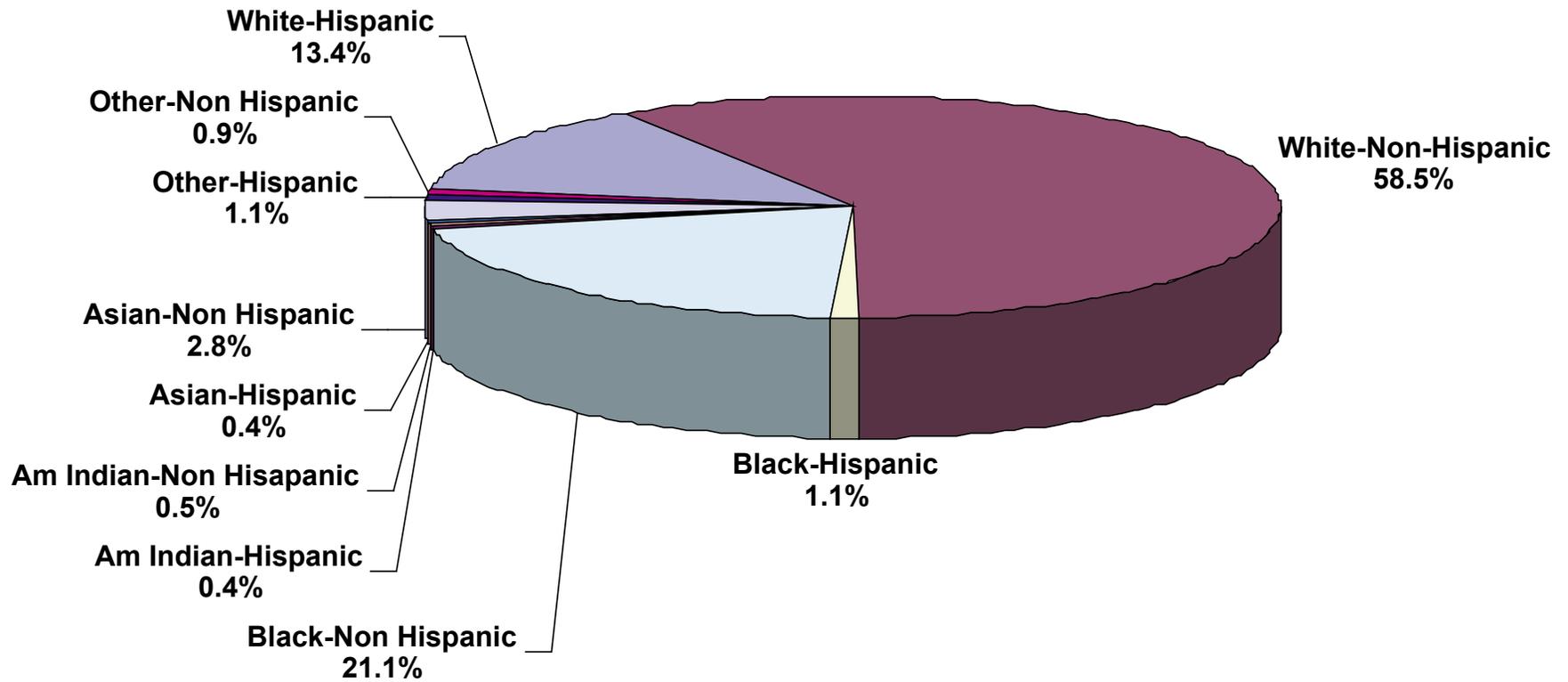
1999 to sixty-six (66) in year 2000. This increase and or change was driven by a modernization which was completed in year 2000.

When you view the demographics in year 2004 with demographics provided for the City of Las Vegas relating to race,

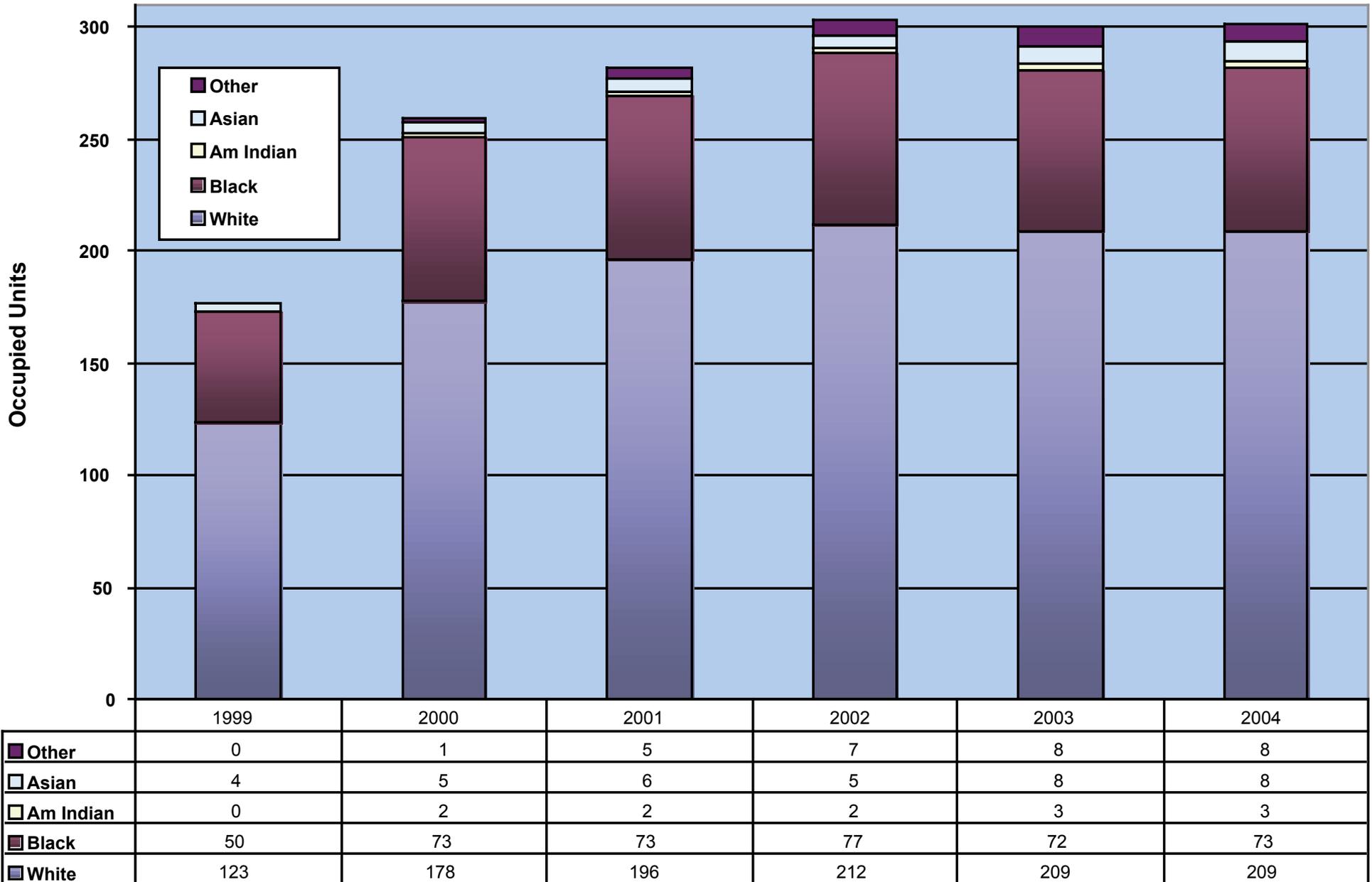
you will find an almost match for match chart.

Therefore, based on our assessment of the tenant related composition, it is our conclusion that the LVHA has not practiced in any discriminatory practices. Our conclusion is supported in the following subsequent pages within this report.

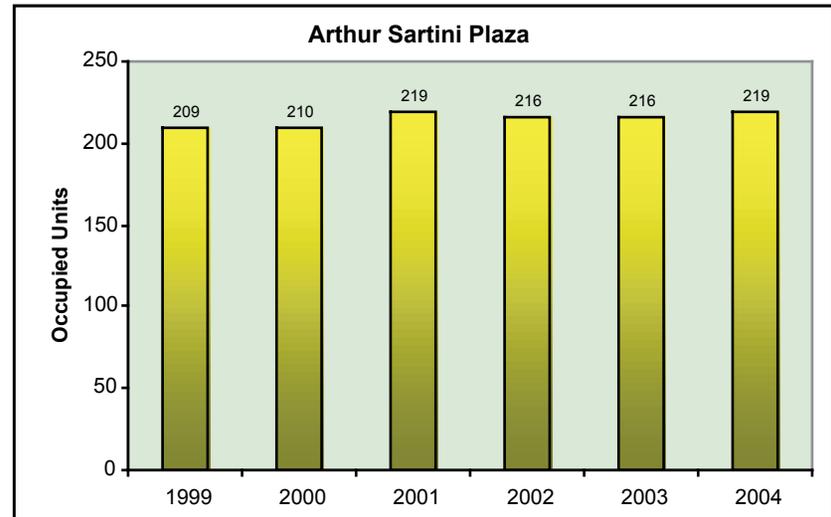
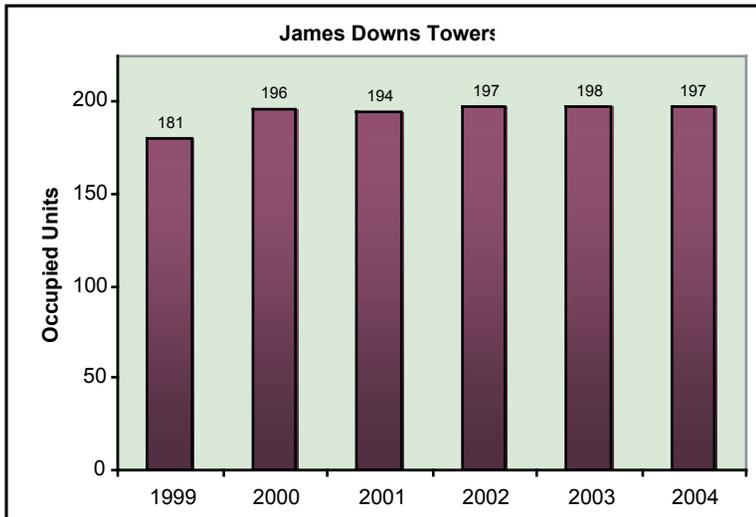
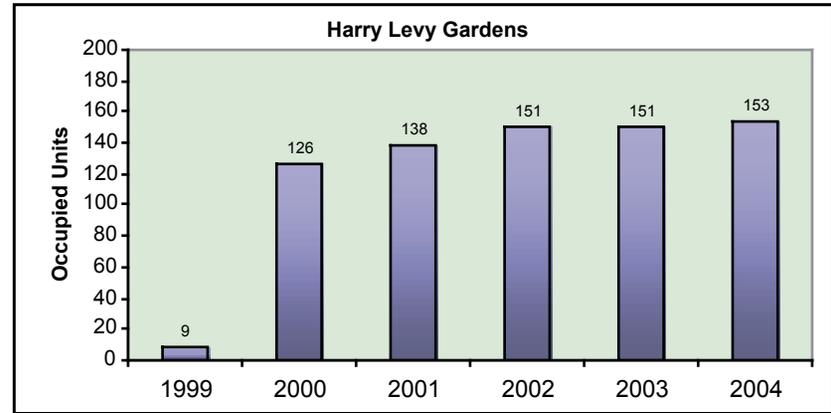
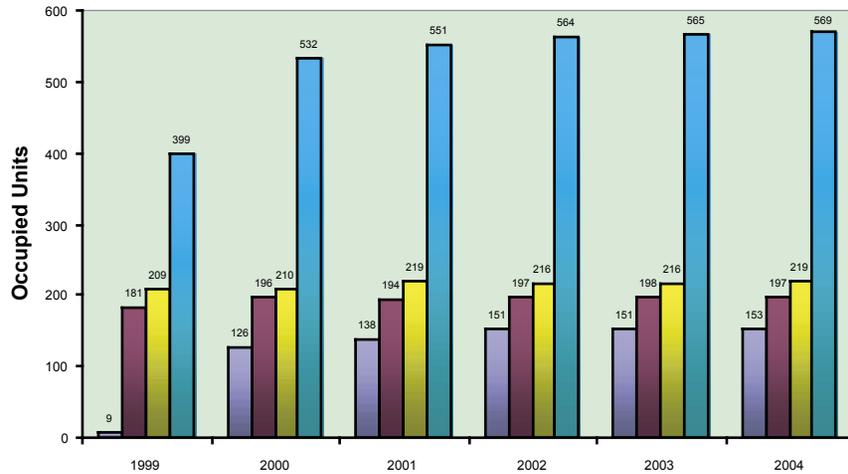
**Las Vegas Housing Authority  
Race and Ethnicity Summary  
Current Year(2004)**



## Las Vegas Housing Authority Change in Units Occupied by Disabled

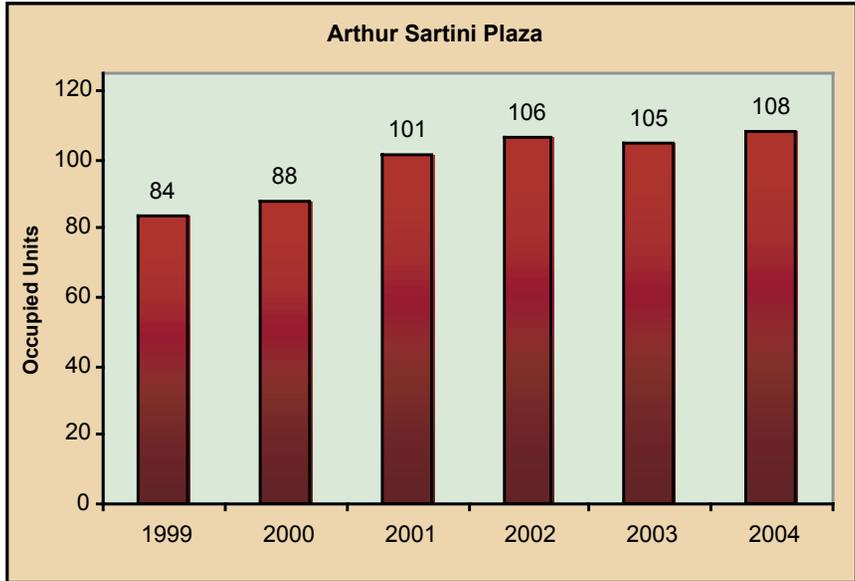
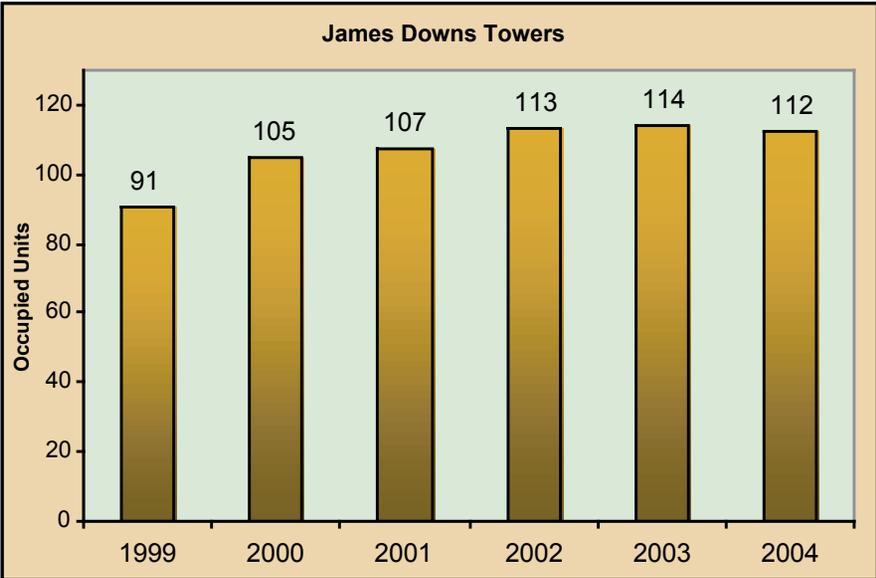
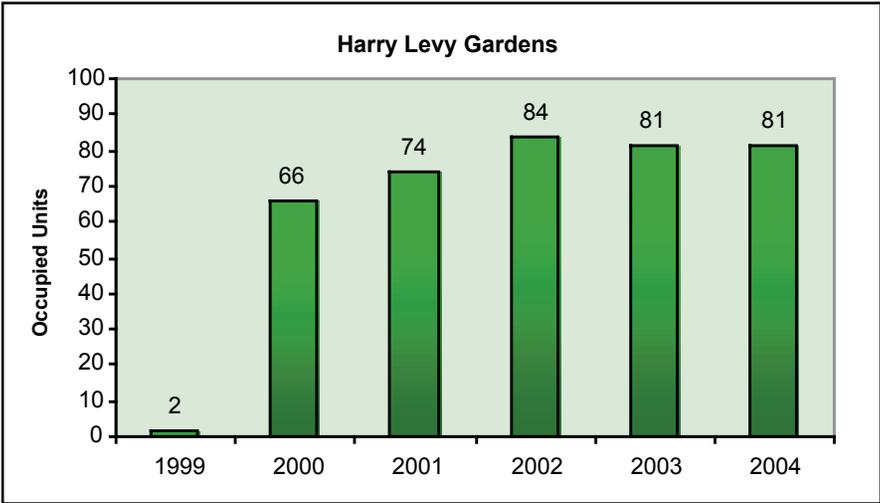
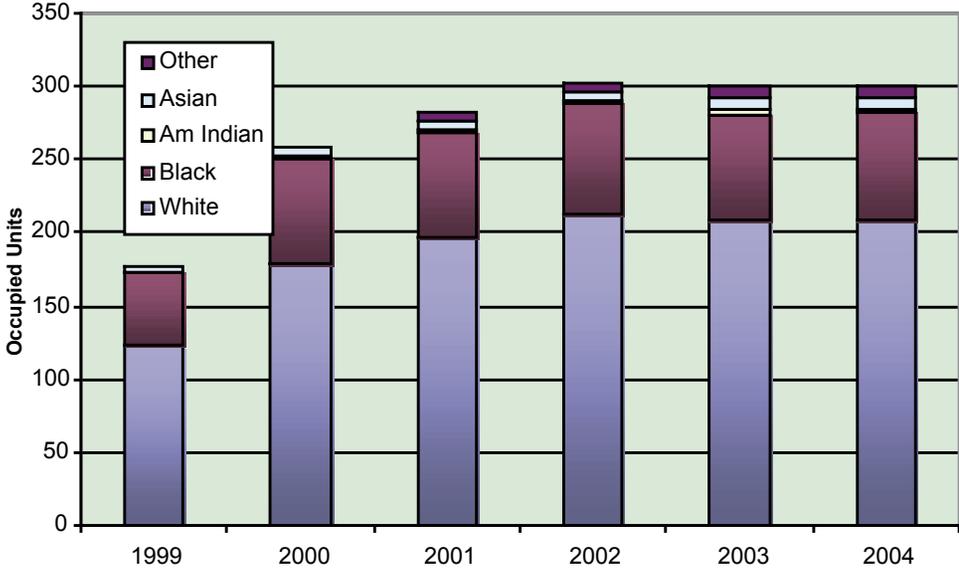


# Las Vegas Housing Authority Occupancy Summary at Site Based Housing Units

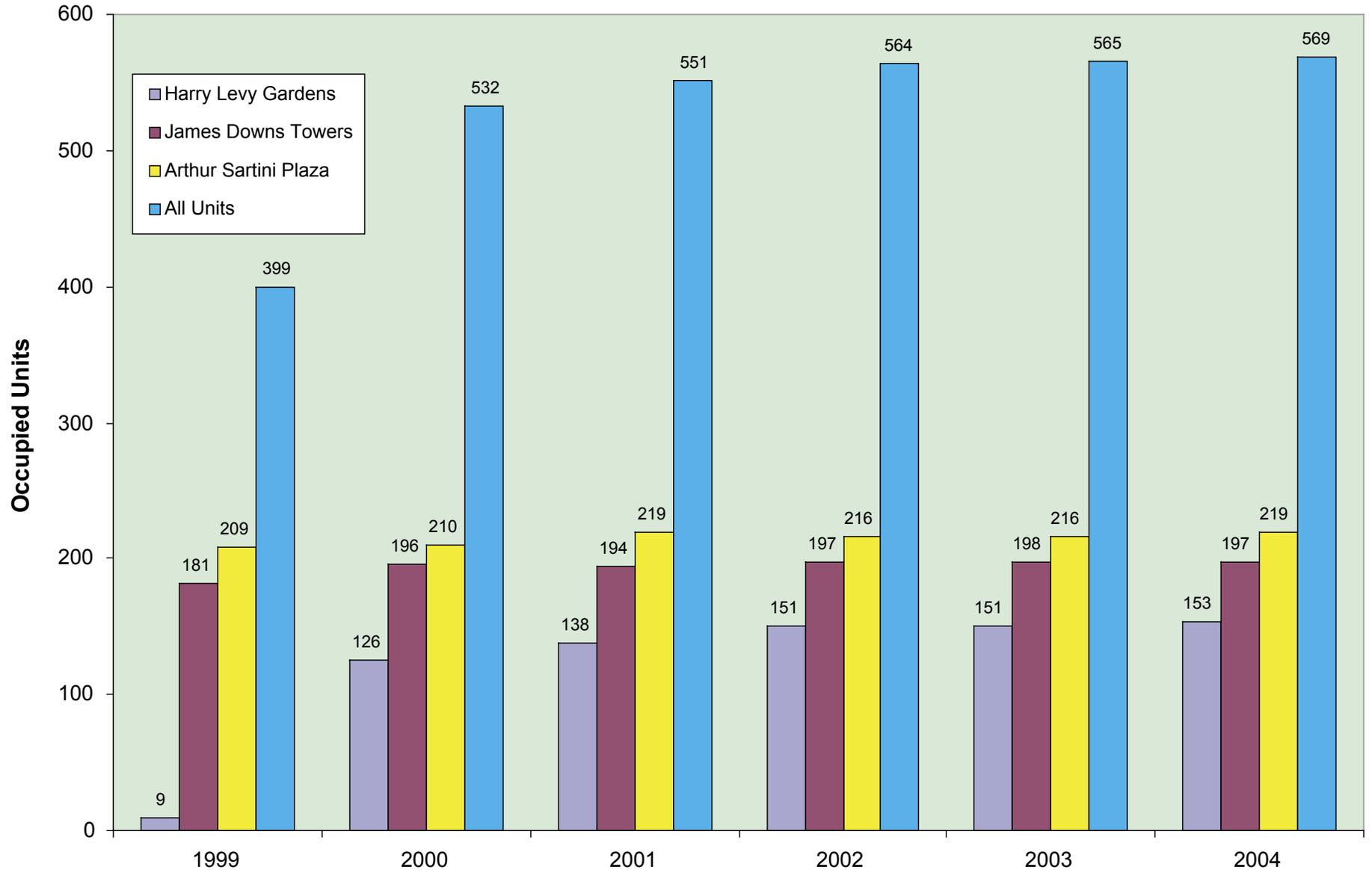


■ Harry Levy Gardens 
 ■ James Downs Towers 
 ■ Arthur Sartini Plaza 
 ■ All Units

# Las Vegas Housing Authority Changes in Disabled Occupied Units



## LVHA Occupancy Summary at Site Based Housing



**Las Vegas Housing Authority Site Based  
Race and Ethnicity Occupancy Distribution**

Vs

**City of Las Vegas Race and Ethnicity Distribution**

	CY1999			CY2000			CY2001			CY2002			CY2003			CY2004	Net Diff.	
	CLV	LVHA	Net	LVHA	2003 vs 1999													
	1999	1999**	Diff.	2000	2000	Diff.	2001	2001	Diff.	2002	2002	Diff.	2003	2003	Diff.	Feb 2004	CLV	LVHA
<b>WHITE</b> -Hispanic	21.70	14.04	-7.66	22.00	12.41	-9.59	21.90	12.52	-9.38	22.50	12.94	-9.56	23.10	13.10	-10.00	13.36	1.40	-0.94
-Non Hispanic	63.00	64.66	1.66	60.20	62.03	1.83	62.80	62.08	-0.72	56.70	60.64	3.94	56.00	58.94	2.94	58.52	-7.00	-5.72
	84.70	78.70	-6.00	82.20	74.44	-7.76	84.70	74.60	-10.10	79.20	73.58	-5.62	79.10	72.04	-7.06	71.88	-5.60	-6.66
<b>BLACK</b> -Hispanic		0.25	0.25		0.19	0.19		0.18	0.18		0.35	0.35		0.89	0.89	1.05	0.00	0.64
-Non Hispanic	8.00	17.29	9.29	8.80	21.24	12.44	7.40	20.33	12.93	8.70	20.92	12.22	8.60	21.07	12.47	21.09	0.60	3.78
	8.00	17.54	9.54	8.80	21.43	12.63	7.40	20.51	13.11	8.70	21.27	12.57	8.60	21.96	13.36	22.14	0.60	4.42
<b>AM IND</b> -Hispanic		0.00	0.00		0.00	0.00		0.00	0.00		0.18	0.18		0.35	0.35	0.35	0.00	0.35
-Non Hispanic	1.50	0.00	-1.50	0.60	0.56	-0.04	0.70	0.54	-0.16	0.80	0.53	-0.27	0.80	0.53	-0.27	0.53	-0.70	0.53
	1.50	0.00	-1.50	0.60	0.56	-0.04	0.70	0.54	-0.16	0.80	0.71	-0.09	0.80	0.88	0.08	0.88	-0.70	0.88
<b>ASIAN</b> -Hispanic		1.50	1.50		0.56	0.56		0.54	0.54		0.35	0.35		0.35	0.35	0.35	0.00	-1.15
-Non Hispanic	3.40	2.01	-1.39	5.20	2.63	-2.57	7.20	2.54	-4.66	6.40	2.67	-3.73	6.60	2.83	-3.77	2.81	3.20	0.82
	3.40	3.51	0.11	5.20	3.19	-2.01	7.20	3.08	-4.12	6.40	3.02	-3.38	6.60	3.18	-3.42	3.16	3.20	-0.33
<b>OTHER</b> -Hispanic		0.00	0.00		0.19	0.19		0.91	0.91		0.71	0.71		1.06	1.06	1.05	0.00	1.06
-Non Hispanic	0.04	0.25	0.21	3.20	0.19	-3.01	0.00	0.36	0.36	4.90	0.71	-4.19	4.90	0.88	-4.02	0.88	4.86	0.63
	0.04	0.25	0.21	3.20	0.38	-2.82	0.00	1.27	1.27	4.90	1.42	-3.48	4.90	1.94	-2.96	1.93	4.86	1.69
<b>Hispanic Sub Total</b>	<b>21.70</b>	<b>15.79</b>	<b>-5.91</b>	<b>22.00</b>	<b>13.35</b>	<b>-8.65</b>	<b>21.90</b>	<b>14.15</b>	<b>-7.75</b>	<b>22.50</b>	<b>14.53</b>	<b>-7.97</b>	<b>23.10</b>	<b>15.75</b>	<b>-7.35</b>	<b>16.16</b>	<b>1.40</b>	<b>-0.04</b>
<b>Non Hispanic Sub Total</b>	<b>79.79</b>	<b>84.21</b>	<b>8.27</b>	<b>78.00</b>	<b>86.65</b>	<b>8.65</b>	<b>78.10</b>	<b>85.85</b>	<b>7.75</b>	<b>77.50</b>	<b>85.47</b>	<b>7.97</b>	<b>76.90</b>	<b>84.25</b>	<b>7.35</b>	<b>83.83</b>	<b>0.96</b>	<b>0.04</b>
<b>Grand Total</b>	<b>101.49</b>	<b>100.00</b>	<b>2.36</b>	<b>100.00</b>	<b>100.00</b>	<b>0.00</b>	<b>99.99</b>	<b>2.36</b>	<b>0.00</b>									

**Notes:** All figures are in percentages.

CLV = City of Las Vegas.

LVHA = Las Vegas Housing Authority.

Statistics are for calendar year (COY) endings.

**Additional Note:** \*\* Unit 208, Harry Levy Gardens was just beginning to accept occupants at close of year due to modernization activities. Only 9 of the 150 units were occupied at year end.

**Las Vegas Housing Authority  
Site Based Occupancy Analysis  
Dec 1999 thru Feb 2004**

Development Information (name, location, etc)	Date Initiated	Initial Mix of Racial, Ethnic or Disability Demographics As of Dec 10, 1999 **			As Of Dec 31st 2000			As Of Dec 31st 2001			As Of Dec 31st 2002			As Of Dec 31st 2003			As Of Feb 13th 2004			Net Change From Base Year		
					#	#	%	#	#	%	#	#	%	#	#	%	#	#	%	#	#	
<b>Total Units Available</b> 570 Units		<b>WHITE</b> -Hispanic	39			39			37			37			35			37			-2	
		-Hispanic, Dis	17	56	18	27	66	17	32	69	17	36	73	18	39	74	18	39	76	19	22	20
		-Non Hispanic	152			179			178			166			163			163			11	
		-Non Hispanic, Dis	106	258	82	151	330	83	164	342	83	176	342	82	170	333	82	170	333	81	64	75
<b>Harry Levy Gardens</b> 2525 W. Washington Ave. Las Vegas, NV 89106 #208, 150 Units	1999		314		100	396		100	411		100	415		100	407		100	409		100	95	95
		<b>BLACK</b> -Hispanic	0			0			0			1			3			3			3	
		-Hispanic, Dis	1	1	1	1	1	1	1	1	1	1	2	2	2	5	4	3	6	5	2	5
		-Non Hispanic	20			41			40			42			49			50			30	
		-Non Hispanic, Dis	49	69	99	72	113	99	72	112	99	76	118	98	70	119	96	70	120	95	21	51
<b>James Downs Towers</b> 5000 W. Alta Dr. Las Vegas, NV 89107 #212, 200 Units	1999		70		100	114		100	113		100	120		100	124		100	126		100	56	56
		<b>AM IND</b> -Hispanic	0			0			0			1			1			1			1	
		-Hispanic, Dis	0	0	0	0	0	0	0	0	0	0	1	25	1	2	40	1	2	40	1	2
		-Non Hispanic	0			1			1			1			1			1			1	
		-Non Hispanic, Dis	0	0	0	2	3	100	2	3	100	2	3	75	2	3	60	2	3	60	2	3
<b>Arthur Sartini Plaza</b> 900 Brush Street Las Vegas, NV 89107 #221, 220 Units	1999		0		0	3		100	3		100	4		100	5		100	5		100	5	5
		<b>ASIAN</b> -Hispanic	4			1			1			1			1			1			-3	
		-Hispanic, Dis	2	6	43	2	3	18	2	3	18	1	2	12	1	2	11	1	2	11	-1	-4
		-Non Hispanic	6			11			10			11			9			9			3	
		-Non Hispanic, Dis	2	8	57	3	14	82	4	14	82	4	15	88	7	16	89	7	16	89	5	8
			14		100	17		100	17		100	17		100	18		100	18		100	4	4
		<b>OTHER</b> -Hispanic	0			0			1			0			1			1			1	
		-Hispanic, Dis	0	0	0	1	1	50	4	5	71	4	4	50	5	6	55	5	6	55	5	6
		-Non Hispanic	1			1			1			1			2			2			1	
		-Non Hispanic, Dis	0	1	100	0	1	50	1	2	29	3	4	50	3	5	45	3	5	45	3	4
			1		100	2		100	7		100	8		100	11		100	11		100	10	10
		<b>Totals</b>	<b>399</b>		<b>100</b>	<b>532</b>		<b>100</b>	<b>551</b>		<b>100</b>	<b>564</b>		<b>100</b>	<b>565</b>		<b>100</b>	<b>569</b>		<b>100</b>	<b>170</b>	<b>170</b>

**Note:** \*\* Unit 208, Harry Levy Gardens was just beginning to accept occupants at close of year due to modernization activities. Only 9 of the 150 units were occupied at time LVHA report was prepared.

**Las Vegas Housing Authority  
Site Based Occupancy Analysis  
Dec 1999 thru Feb 2004**

Development Information (name, location, etc)	Date Initiated	Initial Mix of Racial, Ethnic or Disability Demographics As of Dec 10, 1999	As Of Dec 31st 2000			As Of Dec 31st 2001			As Of Dec 31st 2002			As Of Dec 31st 2003			As Of Feb 13th 2004			Net Change From Base Year										
			#	#	%	#	#	%	#	#	%	#	#	%	#	#	%	#	#									
<b>Harry Levy Gardens</b> #208, Las Vegas NV 150 Units	1999	<b>WHITE</b> -Hispanic	0			8			9			9			8			11			11							
		-Hispanic, Dis	0	0	0	8	16	20	10	19	20	10	19	18	14	22	21	14	25	23	14	25	14	25				
		-Non Hispanic	6			35			39			41			42			41			41			35				
		-Non Hispanic, Dis	0	6	100	31	66	80	39	78	80	46	87	82	42	84	79	41	82	77	41	82	77	41	76			
			6		100	82		100	97		100	106		100	106		100	107		100	107		100	101	101			
		<b>BLACK</b> -Hispanic	0												1			1			1			1				
		-Hispanic, Dis	0	0	0		0	0		0	0		0	0	1	2	6	1	2	5	1	2	5	1	2	1	2	
		-Non Hispanic	0			13			12			13			14			14			14			14			14	
		-Non Hispanic, Dis	2	2	100	24	37	100	23	35	100	25	38	100	20	34	94	21	35	95	21	35	95	19	33	19	33	
			2		100	37		100	35		100	38		100	36		100	37		100	37		100	35		35		
		<b>AM IND</b> -Hispanic	0																								0	
		-Hispanic, Dis	0	0			0			0			0			0			0	0	0		0	0	0	0	0	0
		-Non Hispanic	0			1			1			1			1			1			1			1			1	
		-Non Hispanic, Dis		0	0	1	2	0		1	0		1	2	0	1	2	0	1	2	100	1	2	100	1	2	1	2
			0		0	2		0	1		0	2		0	2		0	2		100	2		100	2		2	2	
		<b>ASIAN</b> -Hispanic	0																								0	
		-Hispanic, Dis	0	0	0		0	0		0	0		0	0		0	0		0	0	0		0	0	0	0	0	0
		-Non Hispanic	1			3			3			3			3			3			3			3			2	
		-Non Hispanic, Dis	0	1	100	2	5	100	2	5	100	2	5	100	3	6	100	3	6	100	3	6	100	3	6	100	3	5
			1		100	5		100	5		100	5		100	6		100	6		100	6		100	5		5	5	
		<b>OTHER</b> -Hispanic	0																								0	
		-Hispanic, Dis	0	0			0			0			0			0			0	0	0		0	0	0	0	0	0
		-Non Hispanic	0												1			1			1			1			1	
		-Non Hispanic, Dis	0	0	0		0	0		0	0		0	0		1	0		1	100	1	1	100	0	1	0	1	
			0		0	0		0	0	0	0	0		0	1	0		1		100	1		100	1		1	1	
		<b>Total</b>			<b>9</b>	<b>100</b>	<b>126</b>	<b>100</b>	<b>138</b>	<b>100</b>	<b>151</b>	<b>100</b>	<b>151</b>	<b>100</b>	<b>151</b>	<b>100</b>	<b>153</b>	<b>100</b>	<b>144</b>									

**Las Vegas Housing Authority  
Site Based Occupancy Analysis  
Dec 1999 thru Feb 2004**

Development Information (name, location, etc)	Date Initiated	Initial Mix of Racial, Ethnic or Disability Demographics As of Dec 10, 1999			As Of Dec 31st 2000			As Of Dec 31st 2001			As Of Dec 31st 2002			As Of Dec 31st 2003			As Of Feb 13th 2004			Net Change From Base Year							
		#	#	%	#	#	%	#	#	%	#	#	%	#	#	%	#	#	%	#	#						
<b>James Downs Towers</b> #212, Las Vegas NV 200 Units	1999	<b>WHITE</b> -Hispanic			11			10			8			10			12			12			1				
		-Hispanic, Dis	9	20	15	10	20	14	10	18	13	12	22	16	10	22	16	10	22	16	10	22	16	1	2		
		-Non Hispanic	66			65			61			53			48			48			49			-17			
		-Non Hispanic, Dis	51	117	85	62	127	86	65	126	88	66	119	84	67	115	84	66	115	84	66	115	84	15	-2		
			137		100	147		100	144		100	141		100	137		100	137		100	137		100	0	0		
		<b>BLACK</b> -Hispanic			0							1			2			2			2			2			
		-Hispanic, Dis	0	0	0		0	0		0	0		1	2		2	4		2	4		2	4	0	2		
		-Non Hispanic	6			10			11			12			14			14			14			8			
		-Non Hispanic, Dis	28	34	100	30	40	100	26	37	100	29	41	98	30	44	96	29	43	96	29	43	96	1	9		
			34		100	40		100	37		100	42		100	46		100	45		100	45		100	11	11		
		<b>AM IND</b> -Hispanic			0							1			1			1			1			1			
		-Hispanic, Dis	0	0			0			0			1			1			1	100		1	100	0	1		
		-Non Hispanic	0																					0			
		-Non Hispanic, Dis	0	0	0		0	0		0	0		0	0		0	0		0	0		0	0	0	0		
			0		0		0	0		0	0		1	0		1	0		1	0		1	100	1	1		
		<b>ASIAN</b> -Hispanic			3			1			1			1			1			1		1			-2		
		-Hispanic, Dis	1	4	40	1	2	25	1	2	29		1	14		1	17		1	17		1	17	-1	-3		
		-Non Hispanic	4			5			4			5			4			4			4			0			
		-Non Hispanic, Dis	2	6	60	1	6	75	1	5	71	1	6	86	1	5	83	1	5	83	1	5	83	-1	-1		
			10		100	8		100	7		100	7		100	6		100	6		100	6		100	-4	-4		
		<b>OTHER</b> -Hispanic			0							1			1			1			1			1			
		-Hispanic, Dis	0	0		1	1	100	4	5	83	4	4	67	5	6	75	5	6	75	5	6	75	5	6		
		-Non Hispanic	0						1			1			1			1			1			1			
		-Non Hispanic, Dis	0	0			0	0		1	17	1	2	33	1	2	25	1	2	25	1	2	25	1	2		
			0		0		1	100	6		100	6		100	8		100	8		100	8		100	8	8		
		<b>Total</b>			<b>181</b>		<b>100</b>	<b>196</b>		<b>100</b>	<b>194</b>		<b>100</b>	<b>197</b>		<b>100</b>	<b>198</b>		<b>100</b>	<b>197</b>		<b>100</b>	<b>197</b>		<b>100</b>	<b>16</b>	<b>16</b>

**Las Vegas Housing Authority  
Site Based Occupancy Analysis  
Dec 1999 thru Feb 2004**

Development Information (name, location, etc)	Date Initiated	Initial Mix of Racial, Ethnic or Disability Demographics As of Dec 10, 1999			As Of Dec 31st 2000			As Of Dec 31st 2001			As Of Dec 31st 2002			As Of Dec 31st 2003			As Of Feb 13th 2004			Net Change From Base Year						
		#	#	%	#	%	%	#	#	%	#	#	%	#	#	%	#	#	%	#	#					
<b>Arthur Sartini Plaza</b> #221, Las Vegas NV 220 Units	1999	<b>WHITE</b> -Hispanic			28			21			20			18			15			14			-14			
		-Hispanic, Dis	8	36	21	9	30	18	12	32	19	14	32	19	15	30	18	15	29	18	15	29	18	7	-7	
		-Non Hispanic	80			79			78			72			73			73			73			-7		
		-Non Hispanic, Dis	55	135	79	58	137	82	60	138	81	64	136	81	61	134	82	63	136	82	63	136	82	8	1	
			171		100	167		100	170		100	168		100	164		100	165	165	100	165	165	100	-6	-6	
		<b>BLACK</b> -Hispanic			0																				0	
		-Hispanic, Dis	1	1	3	1	1	3	1	1	2	1	1	3	1	1	2	2	2	5	2	2	5	1	1	
		-Non Hispanic	14			18			17			17			21			22			22			8		
		-Non Hispanic, Dis	19	33	97	18	36	97	23	40	98	22	39	98	20	41	98	20	42	95	20	42	95	1	9	
			34		100	37		100	41		100	40		100	42		100	44	44	100	44	44	100	10	10	
		<b>AM IND</b> -Hispanic			0																				0	
		-Hispanic, Dis	0	0		0			0			0			1	1		1	1	50	1	1	50	1	1	
		-Non Hispanic	0			0			0			0			0			0			0			0		
		-Non Hispanic, Dis	0	0	0	1	1	0	2	2	0	1	1	0	1	1	0	1	1	50	1	1	50	1	1	
			0		0	1		0	2		0	1		0	2		0	2	2	100	2	2	100	2	2	
		<b>ASIAN</b> -Hispanic			1																				-1	
		-Hispanic, Dis	1	2	67	1	1	25	1	1	20	1	1	20	1	1	17	1	1	17	1	1	17	0	-1	
		-Non Hispanic	1			3			3			3			2			2			2			1		
		-Non Hispanic, Dis		1	33		3	75	1	4	80	1	4	80	3	5	83	3	5	83	3	5	83	3	4	
			3		100	4		100	5		100	5		100	6		100	6	6	100	6	6	100	3	3	
		<b>OTHER</b> -Hispanic			0																				0	
		-Hispanic, Dis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		-Non Hispanic	1			1			1			1			2			2			2			-1		
		-Non Hispanic, Dis	0	1	100	0	1	100	1	1	100	2	2	100	2	2	100	2	2	100	2	2	100	2	1	
			1		100	1		100	1		100	2		100	2		100	2	2	100	2	2	100	1	1	
		<b>Total</b>			<b>209</b>		<b>100</b>	<b>210</b>		<b>100</b>	<b>219</b>		<b>100</b>	<b>216</b>		<b>100</b>	<b>216</b>		<b>100</b>	<b>219</b>		<b>100</b>	<b>219</b>		<b>10</b>	<b>10</b>



## Assessment #2

## **SECTION 3 – Assessment #2**

Site Based Waiting List

**Assessment #2 Conclusion:**

After assessing and analyzing the Site Based Waiting List, we conclude that the site based waiting list is not being implemented in any discriminatory patterns and or practices.

**Assessment #2 – Site Based Waiting List** to be tested by independent third party testers to assure that the site-based waiting list is not being implemented in a discriminatory manner, and that no patterns or practices of discrimination exist.

The consultants used twenty-one (21) pre-trained testers to assist in evaluating the pre-application process. The twenty-one (21) testers were diverse in background and ranged in age beginning at sixty-two (62) to seventy-eight (78) years in age. The twenty-one (21) testers either visited the LVHA application office or mailed the completed pre-application via U.S. mail to the 420 North 10th Street address and followed up via telephone to learn the status of their pre-application.

Of the twenty one (21) testers, ten (10) testers that physically walked their completed application into the LVHA application offices had absolutely no problems with having their information entered into the system within two (2) days maximum. In almost every case we learned that their information was entered into the system within the same day. We also found that the testers that walked their application into the LVHA received their wait list letter within the next few days.

We did not find this to be the same case when eleven (11) testers mailed their applications into the LVHA and telephoned a few days later to follow-up on receipt of their pre-application. We learned through this process that only six (6) applications made it into the LVHA system. Four (4) of the six (6) testers called in and had

connected immediately and spoke to LVHA staff and learned early of their eligibility. These same four (4) testers received their wait list letters within the normal processing time frame. Of the total eleven (11) pre-applications that were mailed-in, only six (6) were assigned wait list numbers.

Two (2) of the five (5) pre-applications that were still classified as outstanding were photocopied and re-mailed by the consultants on June 30, 2004 to the LVHA. The consultants witnessed the opening of these same two (2) photocopied pre-application form arriving into the LVHA on July 12, 2004 and postmarked July 1, 2004. This would show that it took twelve calendar days for two pieces of mail to travel less than five miles in Las Vegas. The consultants conclude that the problem with the three (3) missing pre-applications is a direct result of the U.S. Mail Service.

**“ We learned that only one (1) had input errors that significantly affected their, “should be” wait list total preference points. ”**

With any typical manual data entry, science created a margin of error and level of

confidence chart which is driven by the number of respondents and information being manually entered into a computer system at any given time. For example, if you were trying to achieve a level of confidence rate (accuracy level) of 95% and your input person average 385 applications per day, your error rate would be +/- 5%, which means that five percent (5%) of the total entry's are likely to be input incorrectly.

Regarding the actual data entered into the LVHA Wait List System and comparing this data to that of the completed pre-application with pre-targeted/specific preference points, we found

**“ In almost every case we learned that their information was entered into the system within the same day. ”**

input error which affected the client wait list position on this list.

Of the twenty-one (21) testers' pre-applications, sixteen (16) applications successfully made it into the LVHA Wait List System. After analyzing the wait list report and comparing the data provided to our actual tester application, we learned that fifteen (15) pre-applications were entered correctly, in that their preference points went into the system as per the testers pre-application.

We learned that only one (1) had input errors that significantly affected their, "should be" wait list total preference points, thus moving

them up or down the wait list system. Client number 41799 should have received forty (40) total preference points and only received ten (10). The LVHA would have corrected or noticed client number data entry error, as the quality control system would have caught the error. A spread sheet with complete breakdown along with tester comments is shown in section four (4) of this report. Furthermore, based on science and margin of error rates, we find that the LVHA achieved a data entry margin of error rate of +/-1%.

We assessed and analyzed the LVHA Wait List Report as provided the MIS Department within the LVHA, electronically on three separate occasions, 06/24/04, 06/30/04 and finally 07/07/04. The purpose of reviewing the wait list on three different occasions allowed us to determine the number of days it took to have our tester's information entered into

the system, correct data entered, and to be assured that race, ethnicity, gender, age, and or any categories that may be perceived a discriminatory practice was not prevalent. On the final wait list report received from the LVHA, we found that two (2) tester's client numbers/ information had been transferred to the next level in the system—*testers number three (3) and thirteen (13)*. Tester #1 submitted his pre-application form on 6/23/04, received wait list letter on 6/24/04, and received appointment verification letter on 6/25/04. Applicant did not respond and LVHA sent a removal letter on July

6. Applicant was removed from wait list system on July 7th run.

Furthermore, of the ten (10) testers that physically walked their applications

into the LVHA offices, all but one (1) stated that the attitude of the Front Desk Person was polite, courteous, professional and knowledgeable. The one (1) tester suggested that the receptionist was impatient was of Spanish-speaking descent and had difficulty communicating with English speaking individuals. The consultants observed during the training and tester pre-application process that this same tester had difficulty with language and comprehension. Tester's ethnicity is of Brazilian decent. It

is also noted that in the reception area is signage for Spanish-speaking applicants to request for bilingual personnel. We carefully reviewed and compared

the race, gender, ethnic and age breakdown of the LVHA occupant/tenants, to the on-site wait list against that of the tester profiles and found that all three are similar if not exact. (Refer to

Comparisons by Race chart – section #4). Section numbered five (5) of this report will provide in detail tester reports, debriefing and compilation of the testers experience with the LVHA. Effective July 12, 2004, the consultants instructed the LVHA to delete the tester's information from the wait list system—with the exception of Gen. Davis and Ms. Margaret Lopez.

After assessing and analyzing the Site Based Waiting List, we conclude that the site based waiting list is not being implemented in any discriminatory patterns and or practices.

“Furthermore, based on science and margin of error rates, we find that the LVHA achieved a data entry margin of error rate of +/-1%.”

“All but one (1) stated that the attitude of the Front Desk Person was polite, courteous, professional and knowledgeable.”

**LVHA ON-SITE WAIT LIST**  
(computer run of 6/24/2004)

Hsg Pgm	Client #	Appl. Date	Age	Disabled	Race	Eth	Pref. Pts	Pref	Pref. Type	Pref. Value	Tester
LGU	41770	6/23/04	64	1	1	2	35	0	VET	N	3
JDU	41768	6/23/04	64	1	1	2	35	0	VET	N	7
JDU	41767	6/23/04	63		1	2	39	4	VET	V	
LGU	41767	6/23/04	63		1	2	39	4	VET	V	1
SPU	41767	6/23/04	63		1	2	39	4	VET	V	
JDU	41756	6/23/04	67	1	1	1	39	4	VET	V	11
JDU	41749	6/22/04	64	1	2	1	39	4	VET	V	19
JDU	41746	6/22/04	62		1	1	40	5	VET	B	8
JDU	41741	6/22/04	63		1	2	35	0	VET	N	12
JDU	41740	6/21/04	63		2	2	39	4	VET	V	
LGI	41740	6/21/04	63		2	2	39	4	VET	V	15
SPU	41740	6/21/04	63		2	2	39	4	VET	V	
JDU	41738	6/21/04	73		1	2	39	4	VET	V	6
JDU	40231	3/9/04	66	1	1	2	35	0	VET	N	14
SPU	39828	6/23/04	66	1	2	2	35	0	VET	N	20

**LVHA ON-SITE WAIT LIST**  
(computer run of 6/30/2004)

Hsg Pgm	Client #	Appl. Date	Age	Disabled	Race	Eth	Pref. Pts	Pref	Pref. Type	Pref. Value	Tester
LGU	41770	6/23/04	64	1	1	2	35	0	VET	N	3
JDU	41768	6/23/04	64	1	1	2	35	0	VET	N	7
JDU	41767	6/23/04	63		1	2	39	4	VET	V	
LGU	41767	6/23/04	63		1	2	39	4	VET	V	1
SPU	41767	6/23/04	63		1	2	39	4	VET	V	
JDU	41756	6/23/04	67	1	1	1	39	4	VET	V	11
JDU	41749	6/22/04	64	1	2	1	39	4	VET	V	19
JDU	41746	6/22/04	62		1	1	40	5	VET	B	8
JDU	41741	6/22/04	63		1	2	35	0	VET	N	12
JDU	41740	6/21/04	63		2	2	39	4	VET	V	
LGI	41740	6/21/04	63		2	2	39	4	VET	V	15
SPU	41740	6/21/04	63		2	2	39	4	VET	V	
JDU	41738	6/21/04	73		1	2	39	4	VET	V	6
JDU	40231	3/9/04	66	1	1	2	35	0	VET	N	14
SPU	39828	6/23/04	66	1	2	2	35	0	VET	N	20

Hsg Pgm	Client Number	Applic. Date	Age	DIS HDC	Race	Eth	Cnt	Pref Pnts	Pref Type	Pref Valu	Tester #	
JDU	41738	6/21/04	73		1	2	39	4	VET	V	6	
								5	RES	0		
								30	WRK	Y		
								0	URC			
JDU	41740	6/21/04	63			2	2	39	4	VET	V	16
								5	RES	0		
								30	WRK	Y		
								0	URC			
JDU	41746	6/22/04	62		1	1	40	5	VET	B	8	
								5	RES	0		
								30	WRK	Y		
								0	URC			
JDU	41749	6/22/04	64	1		2	1	39	4	VET	V	20
								5	RES	0		
								30	WRK	Y		
								0	URC			
JDU	41756	6/23/04	67	1		1	1	39	4	VET	V	12
								5	RES	0		
								30	WRK	Y		
								0	URC			
JDU	41767	6/23/04	63			1	2	39	4	VET	V	1
								5	RES	0		
								30	WRK	Y		
								0	URC			
JDU	41768	6/23/04	64	1		1	2	35	0	VET	N	7
								5	RES	0		
								30	WRK	Y		
								0	URC			
JDU	41776	6/24/04	69	1		1	2	35	0	VET	N	10
								5	RES	0		
								30	WRK	Y		
								0	URC			
JDU	41777	6/24/04	63			2	2	35	0	VET	N	22
								5	RES	0		
								30	WRK	Y		
								0	URC			
JDU	41800	6/28/04	63	1		4	2	35	0	VET	N	18
								5	RES	0		
								30	WRK	Y		
								0	URC			
SPU	39828	6/23/04	66	1		2	2	35	0	VET	N	21
								5	RES	0		
								30	WRK	Y		
								0	URC			
SPU	40231	3/9/04	66	1		1	2	35	0	VET	N	15
								5	RES	0		
								30	WRK	Y		
								0	URC			
SPU	41799	6/28/04	76	1		2	2	10	5	VET	B	17
								5	RES	0		
								0	WRK	N		
								0	URC			
SPU	41800	6/28/04	63	1		4	2	35	0	VET	N	18
								5	RES	0		
								30	WRK	Y		
								0	URC			

**LVHA ON-SITE WAIT LIST**  
(computer run of 7/7/2004)



Assessment #2B

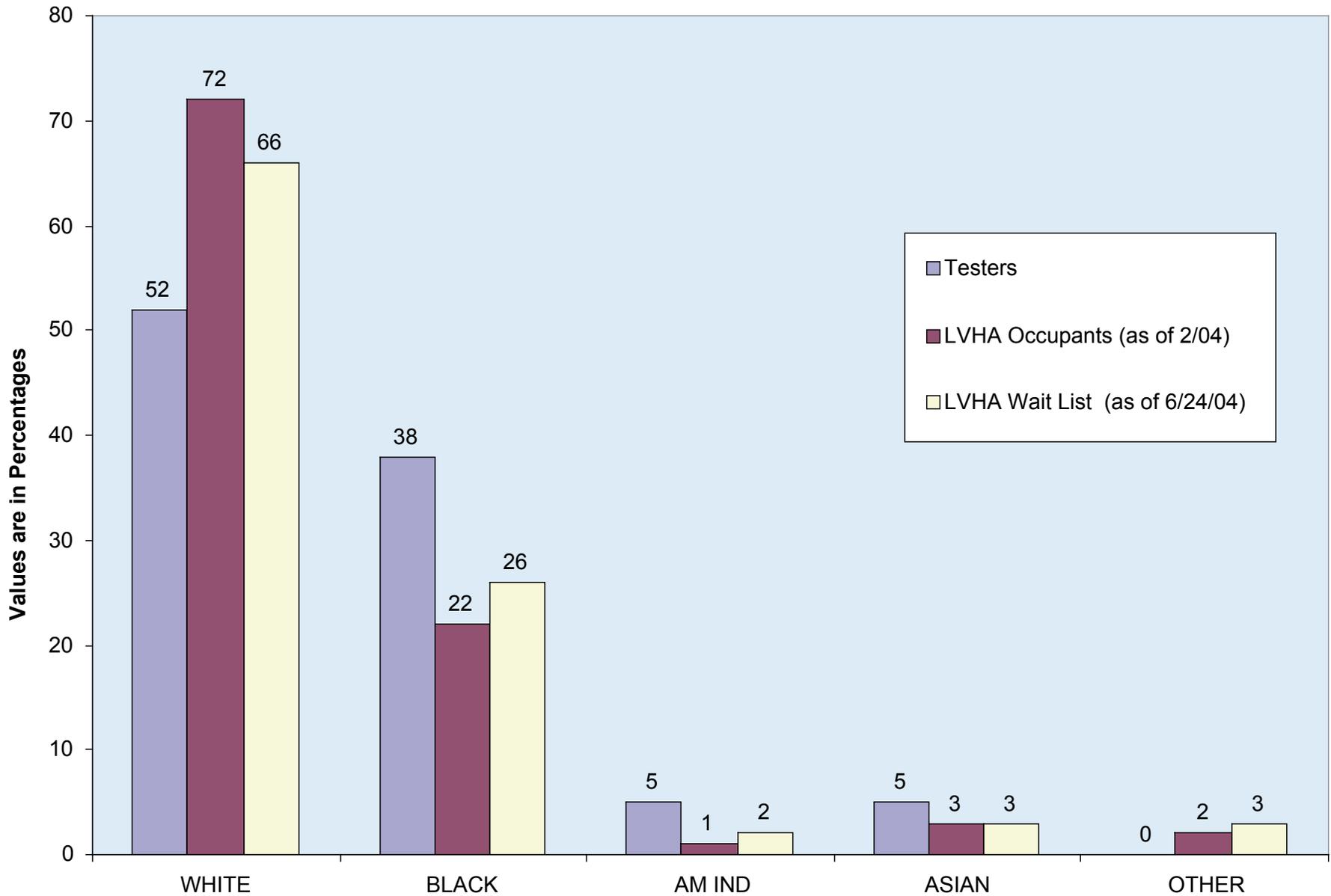
## **SECTION 4 – Assessment #2B Tester Profile**

Comparisons by Race

Actual Tester Profiles and Data Recapture



## Comparisons by Race



# Las Vegas Housing Authority

## “Actual Tester” Profiles and Data Capture Recap

<<<<<< <<<< <<<< <<<< <<<< Applicant Supplied Information >>>>>> >>>> >>>> >>>> >>>>

Gender, Race, Ethnicity, H-O-H, Address, SSN, D-O-B	Working Preferences				Disabled (H-O-H or Spouse)	Clark County Resident (Y = 5 PTS)	Veteran Status			Housing Development Selected	
	Work 20+ hrs/week	F/T Student	Receiving SSI/SSD	Age 62 or Older			Applicant		Service Connected Disability		Spouse of Deceased Vet
							Veteran	Spouse			
	(Y in any column = 30 Work Pref Points)								(Y = 4 PTS)		(Y = 6 pts)
1) Male, White Non-Hispanic, H-O-H Las Vegas, NV 89170 355-40-6760 19-Apr-41 Don Burleigh	Y	N	N	Y	N	Y	Y	N	Y	JD LG SP	
	<b>30 Points</b>				<b>5 Points</b>		<b>4 points</b>				
2) Female, Black Non-Hispanic, H-O-H Las Vegas, NV 89123 569-33-3940 4/11/41 Dianne Williams	Y	N	N	Y	N	Y	N		Y	LG	
	<b>30 Points</b>				<b>5 Points</b>		<b>0 Points</b>				
3) Male, White Non-Hispanic, H-O-H Las Vegas, NV 89109 123-45-6789 20-May-40 D. Kay Burleigh	N	N	Y	Y	Y	Y	N	N		LG	
	<b>30 Points</b>				<b>5 Points</b>		<b>0 Points</b>				
4) Male, Black Non-Hispanic, H-O-H Las Vegas, NV 89119 462-11-6723 10-Jul-29 Larry P. Brown	Y	N	Y	Y	N	Y	N	N		JD LG SP	
	<b>30 Points</b>				<b>5 Points</b>		<b>0 Points</b>				
5) Female, Black, Non-Hispanic, H-O-H Las Vegas, NV 89119 562-44-1289 14-Aug-38 Maggy Smith	Y	N	Y	Y	N	Y	N	N		JD LG SP	
	<b>30 Points</b>				<b>5 Points</b>		<b>0 Points</b>				

## Las Vegas Housing Authority “Actual Tester” Profiles and Data Capture Recap

<<< LVHA Applied Data >>>

	Application Submission		Wait List		Data Input		Comments	
	Method	Date	Number Assigned	Date Input	All Data Correct?	Pref Pts Received?		
						vs Expected		
1a)	Male, White, Non-Hispanic, H-O-H Las Vegas, NV 89170 355-40-6760 19-Apr-41 Don Burleigh	Mail In	6/19/04	41767	6/23/04	Y	39	OK.
2a)	Female, Black Non-Hispanic, H-O-H Las Vegas, NV 89123 569-33-3940 4/11/41 Dianne Williams	Mail In	6/24/04				35	Pre-application mailed in on 06/24/04. As of 07/02/04, client number has not been assigned.  Pre-application lost in the U.S. Mail.
3a)	Male, White, Non-Hispanic, H-O-H Las Vegas, NV 89109 123-456-7890 20-May-40 D. Kay Burleigh	Mail In	6/21/04	41770	6/23/04	N	35	Applicants name is D.Kay Burleigh vs. Kay Burleigh as reported on wait list letter.
4a)	Male, Black Non-Hispanic, H-O-H Las Vegas, NV 89119 462-11-6723 10-Jul-29 Larry P. Brown	Mail In	6/24/04				35	Pre-application mailed in on 06/24/04. As of 07/02/04, client number has not been assigned.  Pre-application lost in the U.S. Mail.
5a)	Female, Black, Non-Hispanic, H-O-H Las Vegas, NV 89119 562-44-1289 14-Aug-38 Maggy Smith	Mail In	6/24/04				35	Pre-application mailed in on 06/24/04. As of 07/02/04, client number has not been assigned.  Pre-application lost in the U.S. Mail.

# Las Vegas Housing Authority

## “Actual Tester” Profiles and Data Capture Recap

<<<<< <<<<< <<<<< Applicant Supplied Information >>>>>> >>>>> >>>>>

Gender, Race, Ethnicity, H-O-H, Address, SSN, D-O-B	Work Preferences				Disabled (H-O-H or Spouse)	Clark County Resident (Y = 5 PTS)	Veteran Status				Housing Development Selected
	Work 20+ hrs/week	F/T Student	Receiving SSI/SSD	Age 62 or Older			Applicant		Service Connected Disability	Spouse of Deceased Vet	
							Veteran	Spouse			
	(Y in any column = 30 Work Pref Points)								(Y = 4 PTS)		
6) Male, White Non Hispanic, H-O-H Las Vegas, NV 89123 698-23-1579 14-Mar-31 Albert Bondurant	N	N	Y	Y	N	Y	Y	N	Y	N	JD
			30 Points			5 Points			4 Points		
7) Male, White Non Hispanic, H-O-H Las Vegas, NV 89147 127-30-8093 17-Feb-40 Barry Heifetz	Y	N	N	Y	N	Y	N	N	N	N	JD
			30 Points			5 Points			0 Points		
8) Female, White Hispanic, H-O-H Las Vegas, NV 89193 431-53-1534 18-Dec-41 Epimania Castellanos	Y	N	N	Y	N	Y	N	N	N	Y	JD
			30 Points			5 Points			5 Points		
9) Female, White Non Hispanic, H-O-H Las Vegas, 89103 055-34-6755 3-Feb-41 Gloria Moran	Y	N	N	Y	N	Y	N	N	N	N	LG
			30 Points			5 Points			0 Points		
10) Male, White Non Hispanic, H-O-H Las Vegas, NV 89139 104-03-2120 17-Dec-34 Joe D. Sumners	N	N	Y	Y	N	Y	N	N	N	N	JD
			30 Points			5 Points			0 Points		

## Las Vegas Housing Authority "Actual Tester" Profiles and Data Capture Recap

<<< LVHA Applied Data >>>

	Application Submission		Wait List		Data Input		Comments	
	Method	Date	Number Assigned	Date Input	All Data Correct?	Pref Pts Received?		
						vs Expected		
6a)	Male, White Non Hispanic, H-O-H Las Vegas, NV 89123 698-23-1579 14-Mar-31 Albert Bondurant	Walk-In	6/21/04	41738	6/21/04	Y	39	OK.
7a)	Male, White Non Hispanic, H-O-H Las Vegas, NV 89147 127-30-8093 17-Feb-40 Barry Heifetz	Walk-In	6/23/04	41768	6/23/04	Y	35	OK.
8a)	Female, White Hispanic, H-O-H Las Vegas, NV 89193 431-53-1534 18-Dec-41 Epimenia Castellanos	Walk-In	6/22/04	41746	6/22/04	Y	40	OK.
9a)	Female, White Non Hispanic, H-O-H Las Vegas, 89103 055-34-6755 3-Feb-41 Gloria Moran	Mail-In	6/22/04			N/A	35	Pre-application mailed in on 06/22/04. 2nd Pre-application mailed on 06/30/04 As of 07/02/04, client number has not been assigned. • LVHA received on 7/12/04, Postmarked 7/01/04 (12-day US Mail)
10a)	Male, White Non Hispanic, H-O-H Las Vegas, NV 89139 104-03-2120 17-Dec-34 Joe D. Summers	Walk-In	6/24/04	41776		N	35	OK.  Last name should be Sumner; wait list shows "Summers."

# Las Vegas Housing Authority

## “Actual Tester” Profiles and Data Capture Recap

<<<<< <<<<< <<<<< Applicant Supplied Information >>>>> >>>>> >>>>>

Gender, Race, Ethnicity, H-O-H, Address, SSN, D-O-B	Working Preferences				Disabled (H-O-H or Spouse)	Clark County Resident (Y = 5 PTS)	Veteran Status			Housing Development Selected	
	Work 20+ hrs/week	F/T Student	Receiving SSI/SSD	Age 62 or Older			Applicant		Service Connected Disability		Spouse of Deceased Vet
							Veteran	Spouse			
	(Y in any column = 30 Work Pref Points)								(Y = 4 PTS)		
11) Female, White Hispanic, H-O-H Las Vegas, NV 89131 539-88-6900 10-Nov-36 Nancy Norte	N	N	N	Y	N	Y	Y	N	N	Y	JD
											30 Points
											5 Points
											4 Points
12) Female, White Non Hispanic, H-O-H Las Vegas, 89131 442-43-3819 3-Jun-41 Elsie Gomez	Y	Y	N	Y	N	Y	N	N	N	N	JD
											30 Points
											5 Points
											0 Points
13) Male, White Non Hispanic, H-O-H Las Vegas, NV 89032 562-07-4640 21-Apr-37 John R. Sand	Y	N	N	Y	N	Y	Y	N	Y	N	JD
											30 Points
											5 Points
											4 Points
14) Female, American Indian Non Hispanic, H-O-H Las Vegas, NV 89013 256-50-9252 6-Aug-37 Margaret Lopez	Y	N	Y	Y	Y	Y	N	N	N	Y	LG SP
											30 Points
											5 Points
											0 Points
15) Male, Black Non Hispanic, H-O-H No. Las Vegas, NV 89032 556-06-8795 24-Oct-40 Myron Sandefur	Y	N	N	Y	N	Y	Y	N	N	N	JD LG SP
											30 Points
											5 Points
											4 Points

## Las Vegas Housing Authority “Actual Tester” Profiles and Data Capture Recap

<<< LVHA Applied Data >>>

	Application Submission		Wait List		Data Input		Comments
	Method	Date	Number Assigned	Date Input	All Data Correct?	Pref Pts Received?	
						vs Expected	
11a) Female, White Hispanic, H-O-H Las Vegas, NV 89131 539-88-6900 10-Nov-36 Nancy Norte	Walk-In	6/23/04	41756	6/23/04	Y	39	OK.
						39	
12a) Female, White Non Hispanic, H-O-H Las Vegas, 89131 442-43-3819 3-Jun-41 Elsie Gomez	Walk-In	6/22/04	41741	6/22/04	Y	35	OK.
						35	
13a) Male, White Non Hispanic, H-O-H Las Vegas, NV 89032 562-07-4640 21-Apr-37 John R. Sand	Walk-In	6/24/04	41773	6/24/04	Y	39	OK.
						39	
14a) Female, American Indian Non Hispanic, H-O-H Las Vegas, NV 89013 256-50-9252 6-Aug-37 Margaret Lopez	Walk-In	6/24/04	40231	3/9/04	Y	35	OK.
						35	
15a) Male, Black Non Hispanic, H-O-H No. Las Vegas, NV 89032 556-06-8795 24-Oct-40 Myron Sandefur	Walk-In	6/21/04	41740	6/22/04	Y	39	OK.
						39	

<<<< <<<< <<<< **Applicant Supplied Information** >>>>> >>>> >>>>

Gender, Race, Ethnicity, H-O-H, Address, SSN, D-O-B	Working Preferences				Disabled (H-O-H or Spouse)	Clark County Resident (Y = 5 PTS)	Veteran Status				Housing Development Selected
	Work 20+ hrs/week	F/T Student	Receiving SSI/SSD	Age 62 or Older			Applicant		Service Connected	Spouse of Deceased Vet	
							Veteran	Spouse	Disability		
									(Y = 4 PTS)		
16) Female, Black Non Hispanic, H-O-H Las Vegas, NV 89122 099-20-8486 16-Jan-28 Vivian B. Brown	N	N	N	Y	N	Y	N	N	N	Y	SP
	30 Points					5 Points	5 Points				
17) Male, Asian Non Hispanic, H-O-H Henderson, NV 89052 091-89-5703 1-Jun-41 Rambukpotha Jayanethi	N	N	Y	Y	N	Y	N	N	N	N	JD LG SP
	30 Points					5 Points	0 Points				
18) Female, White Hispanic, H-O-H Henderson, NV 89015 565-61-7237 7-Jan-41 Adeline Guerra	Y	Y	N	Y	Y	Y	N	N	N	N	LG
	30 Points					5 Points	0 Points				
19) Male, Black Hispanic, H-O-H Las Vegas, NV 89101 342-32-8471 24-Feb-40 Ronald Williams	N	N		Y	Y	Y	Y	N	N	N	JD
	30 Points					5 Points	4 Points				
20) Male, Black Non Hispanic, H-O-H Las Vegas, NV 89101 542-73-0164 28-Apr-38 General Davis, Jr.	N	N	N	Y		Y	N	N	Y	N	SP
	30 Points					5 Points	4 Points				

<<<< <<<< <<<< **Applicant Supplied Information** >>>>> >>>> >>>>

Gender, Race, Ethnicity, H-O-H, Address, SSN, D-O-B	Working Preferences				Disabled (H-O-H or Spouse)	Clark County Resident (Y = 5 PTS)	Veteran Status				Housing Development Selected
	Work 20+ hrs/week	F/T Student	Receiving SSI/SSD	Age 62 or Older			Applicant		Service Connected	Spouse of Deceased Vet	
							Veteran	Spouse	Disability		
									(Y = 4 PTS)		
21) Female, Black Non Hispanic, H-O-H Las Vegas, NV 89132 190-34-7950 9-Apr-40 Sandra E. Perrin	Y	N	N	Y	Y	Y	N	N	N	N	JD
	30 Points					5 Points	0 Points				

<<< LVHA Applied Data >>>

	Application Submission		Wait List		Data Input		Comments
	Method	Date	Number Assigned	Date Input	All Data Correct?	Pref Pts Received?	
						vs Expected	
16a) Female, Black Non Hispanic, H-O-H Las Vegas, NV 89122 099-20-8486 16-Jan-28 Vivian B. Brown	Mail-In	6/22/04	41799	6/22/04	N	10	Applicant was born in 1928 (76 years old) yet received no working preference points. Her total should have been 40.
						40	
17a) Male, Asian Non Hispanic, H-O-H Henderson, NV 89052 091-89-5703 1-Jun-41 Rambukpotha Jayanethi	Mail-In	6/24/04	41800	6/28/04	Y	35	OK.
						35	
18a) Female, White Hispanic, H-O-H Henderson, NV 89015 565-61-7237 7-Jan-41 Adeline Guerra	Mail-In	6/22/04					Pre-application mailed in on 06/22/04. 2nd Pre-application mailed on 06/30/04 As of 07/02/04, client number has not been assigned. • LVHA received application on 07/12/04 12 days – 07/01/04 postmark
						35	
19a) Male, Black Non Hispanic, H-O-H Las Vegas, NV 89101 342-32-8471 24-Feb-40 Ronald Williams	Mail-in	6/22/04	41749	6/22/04	Y	39	OK.
						39	
20a) Male, Black Non Hispanic, H-O-H Las Vegas, NV 89101 542-73-0164 28-Apr-38 General Davis, Jr.	Mail-In	6/21/04	39828	6/24/04	Y	35	OK.
						35	

<<< LVHA Applied Data >>>

	Application Submission		Wait List		Data Input		Comments
	Method	Date	Number Assigned	Date Input	All Data Correct?	Pref Pts Received?	
						vs Expected	
21a) Female, Black Non Hispanic, H-O-H Las Vegas, NV 89132 190-34-7950 9-Apr-40 Sandra E. Perrin	Walk-In	6/24/04	41777	6/24/04	Y	35	OK.
						35	

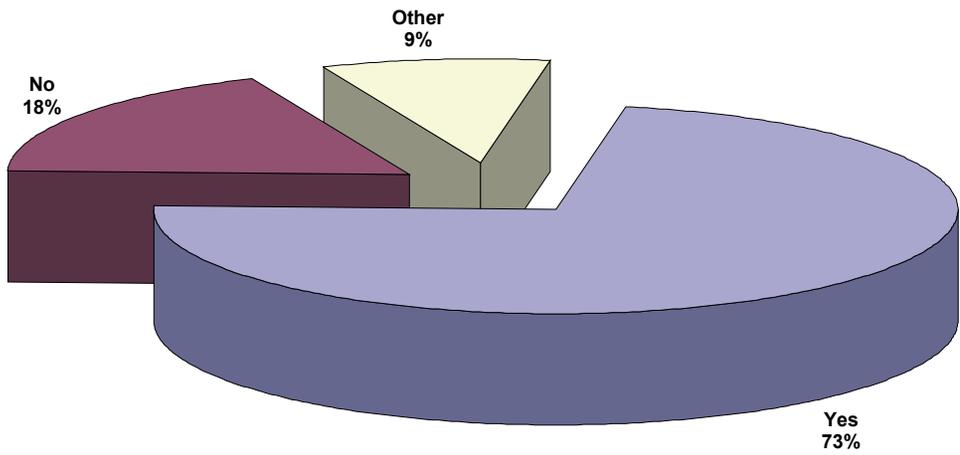


## Tester Reports

**SECTION 5 – Tester Reports**  
Debriefing and Compilation

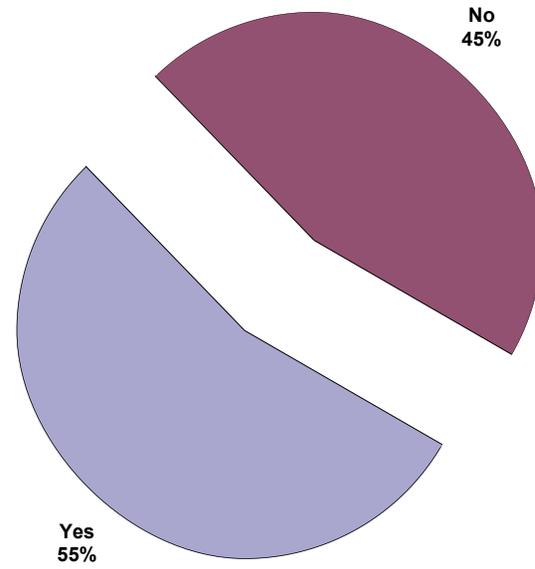
**Las Vegas Housing Authority  
Site Based Waiting List Compliance Report**

**Question #1 - Was There Signage That Directed or Instructed You With Where To Proceed?**

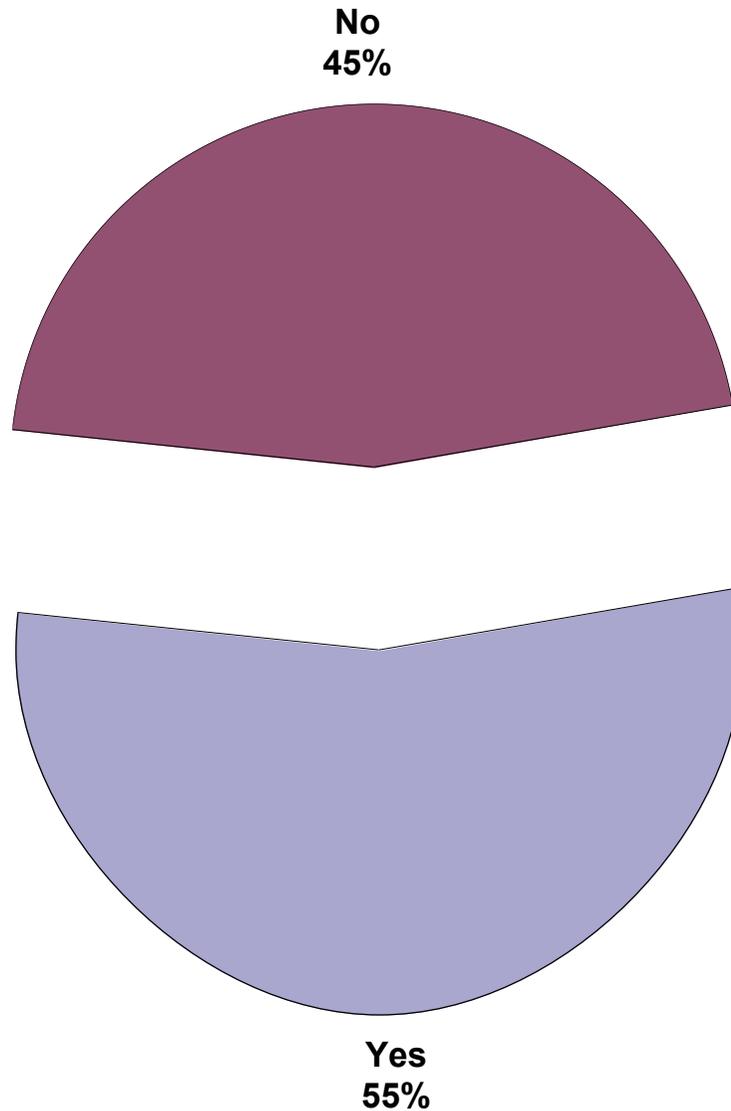


**Las Vegas Housing Authority  
Site Based Waiting List Compliance Report**

**Question #2 - Were You Greeted?**

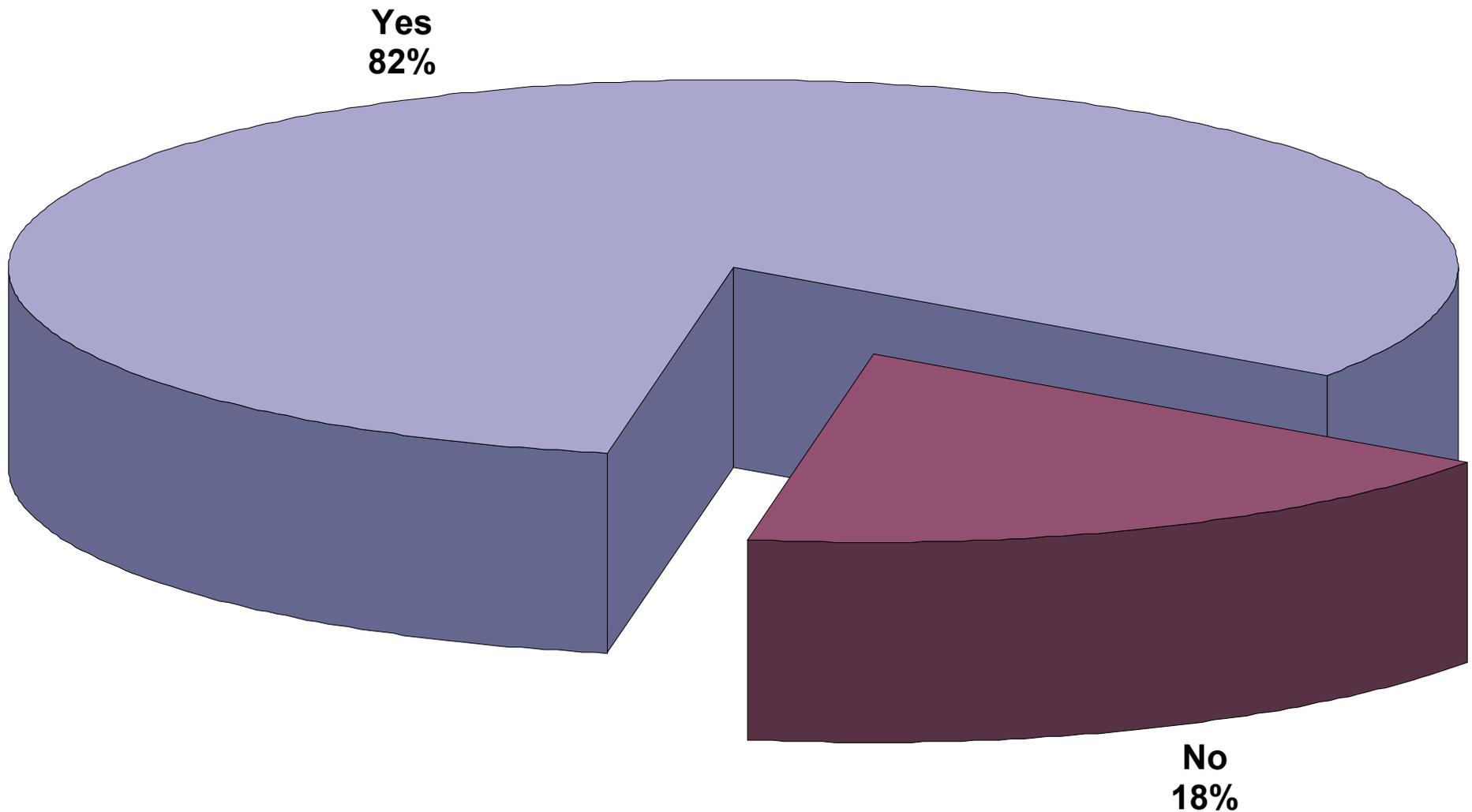


**Las Vegas Housing Authority**  
**Site Based Wait List Compliance Report**  
**Question #3-Did You Register at the Front Desk?**



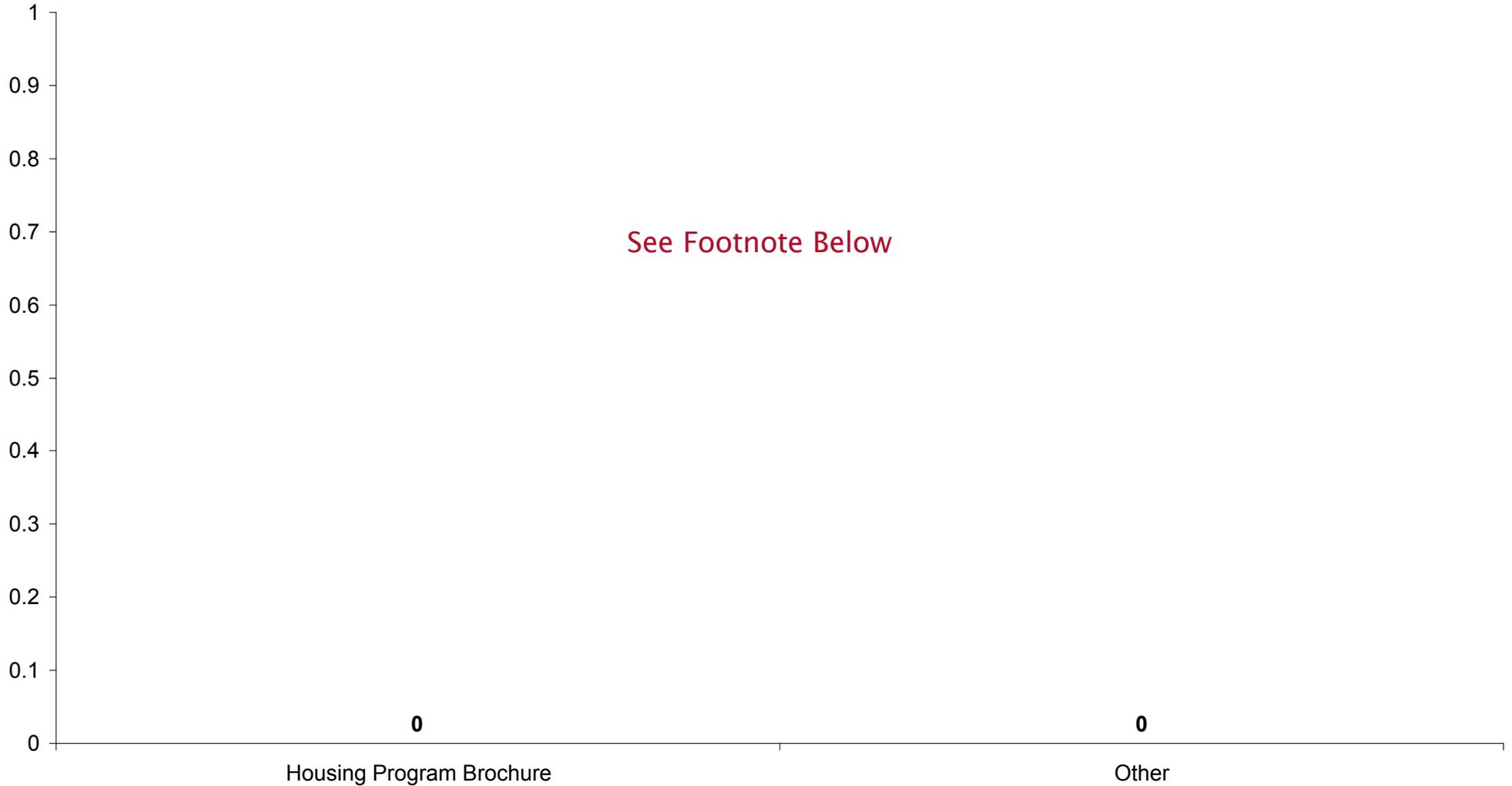
# Las Vegas Housing Authority Site Based Wait List Compliance Report

## Question #4-Did You Tell The Receptionist That You Were Seeking Affordable Housing?



**Las Vegas Housing Authority  
Site Based Wait List Compliance Report**

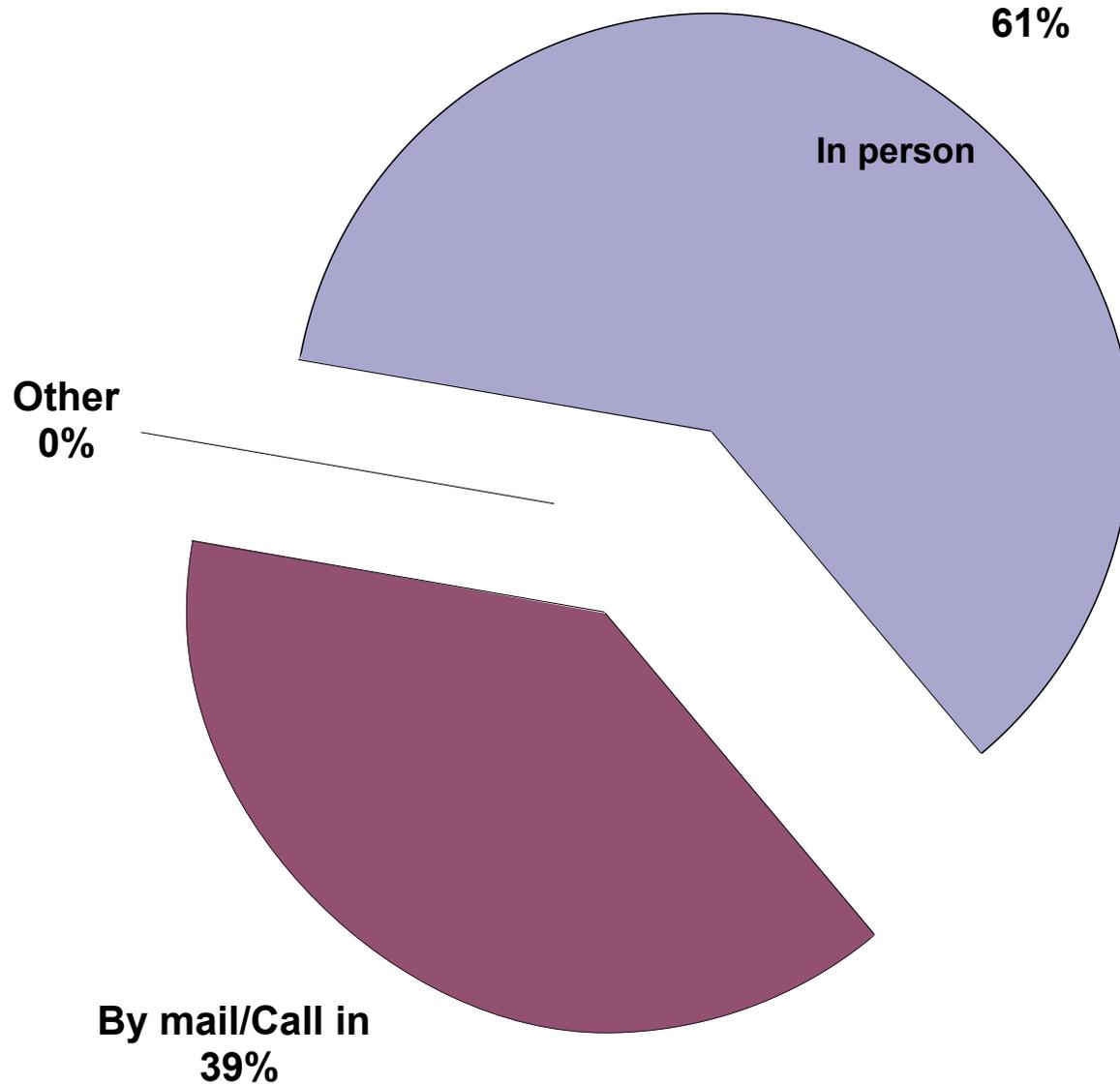
**Question #5-What Information Were You Provided After  
You Registered At The Reception Window?**



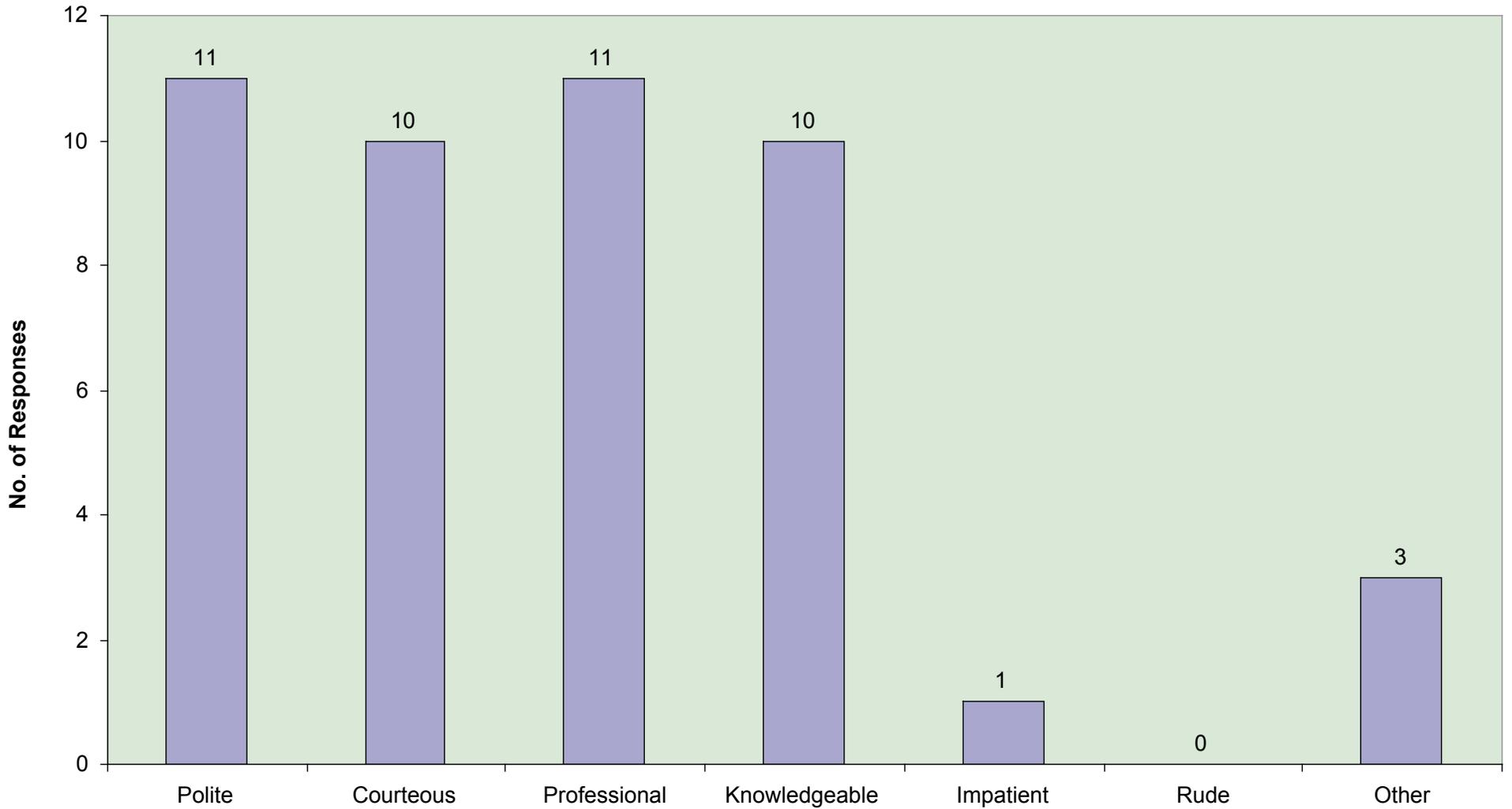
**Note: LVHA does not physically hand out information; clients/pre-applicants can access housing/program information at information kiosk.  
(Testers came into LVHA with "complete" pre-applications)**

**Las Vegas Housing Authority  
Site Based Wait List Compliance Report**

**Question #6 How Did You Return The Pre-Application Form?**



**Las Vegas Housing Authority**  
**Site Based Wait List Compliance Report**  
**Question #7-What Was The Attitude Of The Front Desk Person?**



LVHA Wait List Compliance Report-Recap

1)	Was there signage that directed or instructed you with where to proceed?		
	Yes	8	
	No	2	
	Other	1	
2)	Were you greeted?		
	Yes	6	
	No	5	
3)	Did you register at the front desk?		
	Yes	6	
	No	5	
4)	Did you tell the receptionist you were seeking affordable housing?		
	Yes	9	
	No	2	
5)	What info were you provided with after you registered at the reception window?		
	Housing Program Brochure	0	
	Other	0	Footnote: refer to addendum page,
6)	How did you return the pre-application form?		
	In person	11	
	By mail/Call in	7	
	Other	0	
7)	What was the attitude of the LVHA front desk person? (multiple answers OK)		
	Polite	11	
	Courteous	10	
	Professional	11	
	Knowledgeable	10	
	Impatient	1	
	Rude	0	
	Other	3	Footnote: see addendum





## Wait List Letters

**SECTION 6 – Wait List Letters**

The original wait list letters are being retained by ACI. ACI will provide to client, at client's request.











## Completed Pre-Applications



## **SECTION 7 - Completed Pre-Applications**

The original tester pre-applications are being retained by ACI. ACI will provide to client, at client's request.





**ARTICHOAST CONSULTING ENGINEERS**

10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 Phone: (702) 735-1100  
 Fax: (702) 735-1101  
 Website: www.artichocast.com

**ARTICHOAST CONSULTING ENGINEERS**

10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 Phone: (702) 735-1100  
 Fax: (702) 735-1101  
 Website: www.artichocast.com

**ARTICHOAST CONSULTING ENGINEERS**

10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 Phone: (702) 735-1100  
 Fax: (702) 735-1101  
 Website: www.artichocast.com

**THE CITY OF LAS VEGAS HOUSING AUTHORITY IS CURRENTLY ACCEPTING APPLICATIONS FOR THE FOLLOWING PROGRAMS AND BEDROOM SIZE:**

**RESIDENTIAL PROGRAMS**

When you are invited to an office, and have applied for a program through the City of Las Vegas Housing Authority's Rental Management, you are also asked to complete the following form of development. (702) 735-1100 or (702) 735-1101

Office: 10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 Phone: (702) 735-1100  
 Fax: (702) 735-1101  
 Website: www.artichocast.com

**PLEASE PRINT YOUR SELECTIONS**

NAME: Artichoast Consulting Engineers  
 ADDRESS: 10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 PHONE: (702) 735-1100  
 FAX: (702) 735-1101  
 WEBSITE: www.artichocast.com

**YOU CANNOT APPLY FOR PROGRAMS THAT ARE NOT OPEN FOR APPLICATION. THE NUMBER OF APPLICATIONS FOR EACH PROGRAM IS LIMITED. YOU WILL BE PLACED ON THE APPROXIMATE WAIT LIST FOR THE PROGRAM.**

**PLEASE PRINT CLEARLY**

NAME: Artichoast Consulting Engineers  
 ADDRESS: 10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 PHONE: (702) 735-1100  
 FAX: (702) 735-1101  
 WEBSITE: www.artichocast.com

**ARTICHOAST CONSULTING ENGINEERS**

10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 Phone: (702) 735-1100  
 Fax: (702) 735-1101  
 Website: www.artichocast.com

**ARTICHOAST CONSULTING ENGINEERS**

10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 Phone: (702) 735-1100  
 Fax: (702) 735-1101  
 Website: www.artichocast.com

**ARTICHOAST CONSULTING ENGINEERS**

10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 Phone: (702) 735-1100  
 Fax: (702) 735-1101  
 Website: www.artichocast.com

**PLEASE PRINT CLEARLY**

NAME: Artichoast Consulting Engineers  
 ADDRESS: 10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 PHONE: (702) 735-1100  
 FAX: (702) 735-1101  
 WEBSITE: www.artichocast.com

**PLEASE PRINT CLEARLY**

NAME: Artichoast Consulting Engineers  
 ADDRESS: 10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 PHONE: (702) 735-1100  
 FAX: (702) 735-1101  
 WEBSITE: www.artichocast.com

**ARTICHOAST CONSULTING ENGINEERS**

10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 Phone: (702) 735-1100  
 Fax: (702) 735-1101  
 Website: www.artichocast.com

**ARTICHOAST CONSULTING ENGINEERS**

10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 Phone: (702) 735-1100  
 Fax: (702) 735-1101  
 Website: www.artichocast.com

**ARTICHOAST CONSULTING ENGINEERS**

10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 Phone: (702) 735-1100  
 Fax: (702) 735-1101  
 Website: www.artichocast.com

**PLEASE PRINT CLEARLY**

NAME: Artichoast Consulting Engineers  
 ADDRESS: 10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 PHONE: (702) 735-1100  
 FAX: (702) 735-1101  
 WEBSITE: www.artichocast.com

**PLEASE PRINT CLEARLY**

NAME: Artichoast Consulting Engineers  
 ADDRESS: 10000 Las Vegas Blvd. S., Suite 1000, Las Vegas, NV 89123  
 PHONE: (702) 735-1100  
 FAX: (702) 735-1101  
 WEBSITE: www.artichocast.com













BOX 477, 40000  
LAS VEGAS, NV 89163

**THE CITY OF LAS VEGAS HOUSING AUTHORITY IS CURRENTLY ACCEPTING APPLICATIONS FOR THE FOLLOWING PROGRAMS AND BEDROOM SIZE:**

RESIDENTIAL  
STANDARD UNIT

There are a Number 42 or above, and have applied for Las Vegas Housing Authority's Rental Developments, you can now submit your application to the following:

- 1. 4200 South Flamingo, 400 South St., Las Vegas, NV 89107
- 2. 4200 South Flamingo, 4000 S. 4th St., Las Vegas, NV 89107
- 3. 4200 South Flamingo, 4000 S. Washington Ave., Las Vegas, NV 89107

PLEASE PRINT YOUR SELECTION: 4200 South Flamingo

YOU MUST APPLY FOR PROGRAMS THAT YOU WANT TO JOIN. YOU WILL BE PLACED ON THE APPLICANTS WAIT LIST FOR THE FIRST PROGRAM.

There will be a waiting list for the housing program. If you are not on the waiting list, you will be placed on the waiting list. If you are on the waiting list, you will be placed on the waiting list. If you are on the waiting list, you will be placed on the waiting list.

THE HOUSING AUTHORITY IS CURRENTLY ACCEPTING APPLICATIONS FOR THE FOLLOWING PROGRAMS AND BEDROOM SIZE:

*Handwritten notes:*  
1/11/10  
1/11/10  
1/11/10

**PLEASE PRINT CLEARLY**

NAME OF APPLICANT: \_\_\_\_\_

PLEASE PRINT YOUR SELECTION: 4200 South Flamingo

NAME OF APPLICANT	DATE OF BIRTH	DATE OF APPLICATION	DATE OF SELECTION	DATE OF ASSIGNMENT	DATE OF MOVE-IN	DATE OF LEASE	DATE OF RENEWAL	DATE OF TERMINATION	DATE OF RE-EVALUATION	DATE OF REVIEW	DATE OF APPEAL	DATE OF FINAL DECISION
1. <u>1/11/10</u>												
2. <u>1/11/10</u>												
3. <u>1/11/10</u>												

THE HOUSING AUTHORITY IS CURRENTLY ACCEPTING APPLICATIONS FOR THE FOLLOWING PROGRAMS AND BEDROOM SIZE:

NAME OF APPLICANT	DATE OF BIRTH	DATE OF APPLICATION	DATE OF SELECTION	DATE OF ASSIGNMENT	DATE OF MOVE-IN	DATE OF LEASE	DATE OF RENEWAL	DATE OF TERMINATION	DATE OF RE-EVALUATION	DATE OF REVIEW	DATE OF APPEAL	DATE OF FINAL DECISION
1. <u>1/11/10</u>												
2. <u>1/11/10</u>												
3. <u>1/11/10</u>												

PLEASE PRINT YOUR SELECTION: 4200 South Flamingo

THE HOUSING AUTHORITY IS CURRENTLY ACCEPTING APPLICATIONS FOR THE FOLLOWING PROGRAMS AND BEDROOM SIZE:

NAME OF APPLICANT: \_\_\_\_\_

NAME OF APPLICANT	DATE OF BIRTH	DATE OF APPLICATION	DATE OF SELECTION	DATE OF ASSIGNMENT	DATE OF MOVE-IN	DATE OF LEASE	DATE OF RENEWAL	DATE OF TERMINATION	DATE OF RE-EVALUATION	DATE OF REVIEW	DATE OF APPEAL	DATE OF FINAL DECISION
1. <u>1/11/10</u>												
2. <u>1/11/10</u>												
3. <u>1/11/10</u>												

THE HOUSING AUTHORITY IS CURRENTLY ACCEPTING APPLICATIONS FOR THE FOLLOWING PROGRAMS AND BEDROOM SIZE:

NAME OF APPLICANT	DATE OF BIRTH	DATE OF APPLICATION	DATE OF SELECTION	DATE OF ASSIGNMENT	DATE OF MOVE-IN	DATE OF LEASE	DATE OF RENEWAL	DATE OF TERMINATION	DATE OF RE-EVALUATION	DATE OF REVIEW	DATE OF APPEAL	DATE OF FINAL DECISION
1. <u>1/11/10</u>												
2. <u>1/11/10</u>												
3. <u>1/11/10</u>												

PLEASE PRINT YOUR SELECTION: 4200 South Flamingo







City of Las Vegas  
400 S. Las Vegas Blvd. Suite 1000  
Las Vegas, NV 89102

### THE CITY OF LAS VEGAS HOUSING AUTHORITY IS CURRENTLY ACCEPTING APPLICATIONS FOR THE FOLLOWING PROGRAMS AND BEDROOM SIZE:

RESIDENTIAL  
APARTMENTS

If you are a tenant of an office, you are eligible for the City of Las Vegas Housing Authority's Rental Management Program. You are also eligible for the following list of developments: (702) 733-3333 or (702) 733-3333

- 1. Golden Center Plaza, 400 West St., Las Vegas, NV 89102
- 2. Golden Center Plaza, 400 West St., Las Vegas, NV 89102
- 3. Mary Kay Gardens, 1101 W. Washington Ave., Las Vegas, NV 89102

PLEASE PRINT YOUR INFORMATION: *Steve Deane*

Signature: *[Signature]* Date: *[Date]*

THE RENTAL APPLICANTS MUST BE AT LEAST 18 YEARS OLD AND NOT UNDER 18 YEARS OF AGE. THE RENTAL APPLICANTS MUST BE CURRENTLY UNEMPLOYED. YOU WILL BE PLACED ON THE APPLICANTS LIST FOR THE NEXT AVAILABLE UNIT.

#### APPLICANT INFORMATION

Please call (702) 733-3333 or (702) 733-3333 for the housing department. If further information is required, applications are accepted at (702) 733-3333 or (702) 733-3333. The following information is required: (702) 733-3333 or (702) 733-3333. Please ensure that you are completely honest in all information provided. If you are currently employed, please provide your current employer's name, address, phone number, and dates of employment. If you are currently unemployed, please provide your last employer's name, address, phone number, and dates of employment.

APPLICANT INFORMATION: *[Handwritten Name]*

### PLEASE PRINT CLEARLY

APPLICANT INFORMATION

PLEASE PRINT ONLY ONE NAME FOR EACH APPLICANT. PLEASE PRINT ONLY ONE NAME FOR EACH APPLICANT.

APPLICANT NAME	DATE OF BIRTH	SEX	RACE	ETHNICITY	RELIGION	EDUCATION	EMPLOYMENT	INCOME	RENTAL HISTORY	REASON FOR APPLICATING
<i>[Handwritten Name]</i>	<i>[Handwritten Date]</i>	<i>[Handwritten Sex]</i>	<i>[Handwritten Race]</i>	<i>[Handwritten Ethnicity]</i>	<i>[Handwritten Religion]</i>	<i>[Handwritten Education]</i>	<i>[Handwritten Employment]</i>	<i>[Handwritten Income]</i>	<i>[Handwritten Rental History]</i>	<i>[Handwritten Reason]</i>

The Housing Authority of the City of Las Vegas is an Equal Opportunity Employer. We are an affirmative action employer. We are an equal opportunity employer. We are an equal opportunity employer. We are an equal opportunity employer.

APPLICANT NAME	DATE OF BIRTH	SEX	RACE	ETHNICITY	RELIGION	EDUCATION	EMPLOYMENT	INCOME	RENTAL HISTORY	REASON FOR APPLICATING
<i>[Handwritten Name]</i>	<i>[Handwritten Date]</i>	<i>[Handwritten Sex]</i>	<i>[Handwritten Race]</i>	<i>[Handwritten Ethnicity]</i>	<i>[Handwritten Religion]</i>	<i>[Handwritten Education]</i>	<i>[Handwritten Employment]</i>	<i>[Handwritten Income]</i>	<i>[Handwritten Rental History]</i>	<i>[Handwritten Reason]</i>

PLEASE PRINT ONLY ONE NAME FOR EACH APPLICANT. PLEASE PRINT ONLY ONE NAME FOR EACH APPLICANT. The Housing Authority of the City of Las Vegas is an Equal Opportunity Employer. We are an affirmative action employer. We are an equal opportunity employer. We are an equal opportunity employer.

APPLICANT INFORMATION: *[Handwritten Name]*

#### LOCAL PREFERENCES:

The following information is required for applicants who are currently in the program and are applying for:

APPLICANT INFORMATION: *[Handwritten Name]*



PLEASE PRINT CLEARLY

APPLICANT'S NAME: Erison, Larry

ADDRESS: 1000 S. ...

CITY: Las Vegas STATE: NV ZIP: 89101

DATE OF BIRTH: ...

APPLICANT'S SIGNATURE: [Signature]

DATE: ...

THE CITY OF LAS VEGAS HOUSING AUTHORITY IS CURRENTLY ACCEPTING APPLICATIONS FOR THE FOLLOWING PROGRAMS AND BEDROOM SIZE:

PROGRAMS: ...

PLEASE PRINT NAME & ADDRESS:

NAME: Erison, Larry

ADDRESS: ...

CITY: Las Vegas STATE: NV ZIP: 89101

DATE OF BIRTH: ...

APPLICANT'S SIGNATURE: [Signature]

DATE: ...

PLEASE PRINT CLEARLY

APPLICANT'S NAME: Erison, Larry

ADDRESS: ...

CITY: Las Vegas STATE: NV ZIP: 89101

DATE OF BIRTH: ...

APPLICANT'S SIGNATURE: [Signature]

DATE: ...

PLEASE PRINT CLEARLY

APPLICANT'S NAME: Erison, Larry

ADDRESS: ...

CITY: Las Vegas STATE: NV ZIP: 89101

DATE OF BIRTH: ...

APPLICANT'S SIGNATURE: [Signature]

DATE: ...

PLEASE PRINT CLEARLY

APPLICANT'S NAME: Erison, Larry

ADDRESS: ...

CITY: Las Vegas STATE: NV ZIP: 89101

DATE OF BIRTH: ...

APPLICANT'S SIGNATURE: [Signature]

DATE: ...

PLEASE PRINT CLEARLY

APPLICANT'S NAME: Erison, Larry

ADDRESS: ...

CITY: Las Vegas STATE: NV ZIP: 89101

DATE OF BIRTH: ...

APPLICANT'S SIGNATURE: [Signature]

DATE: ...











**APPLICANT'S CERTIFICATION:** I hereby certify that the information provided in this application is true and correct to the best of my knowledge and belief. I understand that providing false information is a violation of the law and may result in the denial of my application and/or prosecution for perjury.

**APPLICANT'S SIGNATURE:** \_\_\_\_\_

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

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**APPLICANT'S TITLE:** \_\_\_\_\_

**APPLICANT'S ORGANIZATION:** \_\_\_\_\_

**APPLICANT'S ADDRESS:** \_\_\_\_\_

**APPLICANT'S CITY:** \_\_\_\_\_

**APPLICANT'S STATE:** \_\_\_\_\_

**APPLICANT'S ZIP:** \_\_\_\_\_

**APPLICANT'S PHONE:** \_\_\_\_\_

**APPLICANT'S EMAIL:** \_\_\_\_\_

**APPLICANT'S SIGNATURE:** \_\_\_\_\_

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

**THE CITY OF LAS VEGAS HOUSING AUTHORITY IS CURRENTLY ACCEPTING APPLICATIONS FOR THE FOLLOWING PROGRAMS AND ROOMING SIZE:**

**PROGRAMS:**

1. Mobile Home Program, 1000 West St., Las Vegas, NV 89107
2. Accessory Dwelling Units, 1000 West St., Las Vegas, NV 89107
3. Multi-Family Housing, 1000 West St., Las Vegas, NV 89107

**PLEASE PRINT YOUR RESOLUTION:** \_\_\_\_\_

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

**APPLICANT'S SIGNATURE:** \_\_\_\_\_

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

**APPLICANT'S ADDRESS:** \_\_\_\_\_

**APPLICANT'S CITY:** \_\_\_\_\_

**APPLICANT'S STATE:** \_\_\_\_\_

**APPLICANT'S ZIP:** \_\_\_\_\_

**APPLICANT'S PHONE:** \_\_\_\_\_

**APPLICANT'S EMAIL:** \_\_\_\_\_

**APPLICANT'S SIGNATURE:** \_\_\_\_\_

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

**APPLICANT'S CERTIFICATION:** I hereby certify that the information provided in this application is true and correct to the best of my knowledge and belief. I understand that providing false information is a violation of the law and may result in the denial of my application and/or prosecution for perjury.

**APPLICANT'S SIGNATURE:** \_\_\_\_\_

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

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**APPLICANT'S TITLE:** \_\_\_\_\_

**APPLICANT'S ORGANIZATION:** \_\_\_\_\_

**APPLICANT'S ADDRESS:** \_\_\_\_\_

**APPLICANT'S CITY:** \_\_\_\_\_

**APPLICANT'S STATE:** \_\_\_\_\_

**APPLICANT'S ZIP:** \_\_\_\_\_

**APPLICANT'S PHONE:** \_\_\_\_\_

**APPLICANT'S EMAIL:** \_\_\_\_\_

**APPLICANT'S SIGNATURE:** \_\_\_\_\_

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

**PLEASE PRINT CLEARLY**

**APPLICANT'S SIGNATURE:** \_\_\_\_\_

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

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**APPLICANT'S TITLE:** \_\_\_\_\_

**APPLICANT'S ORGANIZATION:** \_\_\_\_\_

**APPLICANT'S ADDRESS:** \_\_\_\_\_

**APPLICANT'S CITY:** \_\_\_\_\_

**APPLICANT'S STATE:** \_\_\_\_\_

**APPLICANT'S ZIP:** \_\_\_\_\_

**APPLICANT'S PHONE:** \_\_\_\_\_

**APPLICANT'S EMAIL:** \_\_\_\_\_

**APPLICANT'S SIGNATURE:** \_\_\_\_\_

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

**LOCAL PREFERENCES:**

**APPLICANT'S SIGNATURE:** \_\_\_\_\_

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

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**APPLICANT'S TITLE:** \_\_\_\_\_

**APPLICANT'S ORGANIZATION:** \_\_\_\_\_

**APPLICANT'S ADDRESS:** \_\_\_\_\_

**APPLICANT'S CITY:** \_\_\_\_\_

**APPLICANT'S STATE:** \_\_\_\_\_

**APPLICANT'S ZIP:** \_\_\_\_\_

**APPLICANT'S PHONE:** \_\_\_\_\_

**APPLICANT'S EMAIL:** \_\_\_\_\_

**APPLICANT'S SIGNATURE:** \_\_\_\_\_

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

**PLEASE PRINT CLEARLY**

**APPLICANT'S SIGNATURE:** \_\_\_\_\_

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

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**APPLICANT'S TITLE:** \_\_\_\_\_

**APPLICANT'S ORGANIZATION:** \_\_\_\_\_

**APPLICANT'S ADDRESS:** \_\_\_\_\_

**APPLICANT'S CITY:** \_\_\_\_\_

**APPLICANT'S STATE:** \_\_\_\_\_

**APPLICANT'S ZIP:** \_\_\_\_\_

**APPLICANT'S PHONE:** \_\_\_\_\_

**APPLICANT'S EMAIL:** \_\_\_\_\_

**APPLICANT'S SIGNATURE:** \_\_\_\_\_

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





## Methodology

## SECTION 8 – Methodology



---

**Methodology** – ACI’s approach to this project was as follows:

Allegra Consulting, Inc. (“ACI”) was retained by the Housing Authority of the City of Las Vegas (“LVHA”) to complete a compliance review related to site based waiting lists maintained by the LVHA and to assess changes in racial, ethnic or disability-related tenant composition at each site that may have occurred during the implementation of the site-based waiting lists. The consultants gathered data and analyzed the results and are presenting their findings which are supported throughout this report.

The compliance review was only specific to Designated “Seniors Only” Housing, more specifically, Arthur Sartini Plaza, James Downs Towers, and Harry Levy Gardens. This age restricted community was only applicable to seniors over 62 years of age.

Developed tester profiles/assign testers from a pre-trained tester pool.

ACI – Developed 21 test profiles and assigned tester his/her respective assignments. The names of the testers shall remain confidential to the LVHA, but shall be available to HUD, if requested by HUD.

Designated telephone and in-person test teams  
Obtained completed tester reports  
debriefed testers, gathered follow-up correspondence from the LVHA.  
Paid testers for their services performed.  
Reviewed and compiled results.  
Wrote report findings  
Delivered report finding to the LVHA.



## Miscellaneous Appendix

## **SECTION 9 – Miscellaneous Appendix**



From: Suzanne Madison <suzanne@allegraconsulting.net>  
To: suzanne@allegraconsulting.net  
Subject: FW: Missing Pre-Applicants for Report  
Date: Jul 9, 2004 12:53 PM

-----Original Message-----  
From: Rod Yenchek [mailto:ryenchek@haclv.org]  
Sent: Wednesday, July 07, 2004 5:14 PM  
To: Suzanne Madison  
Subject: Re: Missing Pre-Applicants for Report

I am sorry Suzanne, but these Ssn's are not in our Client Master file, the Wait List Master file or the Section 8 Master files.. Even if these clients are on the wait lists, or Section 8, they are supposed to be in the Client master file.. See Below the results..

:SELECT HEPHEMF WITH SSN = "462-11-6723"

No data retrieved from current (S)SELECT statement.

:SELECT HEPHEMF WITH SSN = "462-11-6723"

No data retrieved from current (S)SELECT statement.

:SELECT HEPHEMF WITH SSN = "055-34-6755"

No data retrieved from current (S)SELECT statement.

:SELECT HEPHEMF WITH SSN = "055-34-6755"

No data retrieved from current (S)SELECT statement.

:SELECT HEPHEMF WITH SSN = "565-61-7237"

No data retrieved from current (S)SELECT statement.

:SELECT S8FCURR WITH SSN = "462116723"

No data retrieved from current (S)SELECT statement.

:SELECT S8FCURR WITH SSN = "462116723"

No data retrieved from current (S)SELECT statement.

:SELECT S8FCURR WITH SSN = "055346755"

No data retrieved from current (S)SELECT statement.

:SELECT S8FCURR WITH SSN = "055346755"

No data retrieved from current (S)SELECT statement.

:SELECT S8FCURR WITH SSN = "565617237"

No data retrieved from current (S)SELECT statement.

I also did a search for names in the Wait list master file with no luck..

--  
Rod Yenchek, HAACLV IT Dept  
Phn: 702/922-6875  
Fax: 702/922-6878  
<http://www.haclv.org>

----- Original Message -----  
From: "Suzanne Madison" <suzanne@allegraconsulting.net>  
To: <ryenchek@HAACLV.org>  
Sent: Wed, 7 Jul 2004 16:19:07 -0700  
Subject: Missing Pre-Applicants for Report

> Rod, Greetings. I just left you a voice mail message regarding  
> last weeks topic of missing pre-applicants. We are in the process  
> [WINDOWS-1252?]of wrapping up our study and "wondered" if these names have  
appeared

> on your wait list reports. Please advise ASAP.

>  
> [WINDOWS-1252?]Dianne Williams - 462-11-6723  
> [WINDOWS-1252?]Larry P. Brown - 462-11-6723  
> [WINDOWS-1252?]Maggy Smith - 055-34-6755  
> [WINDOWS-1252?]Gloria Moran - 055-34-6755  
> [WINDOWS-1252?]Adeline Guerra - 565-61-7237

> Thanks for your support!

> Suzanne Madison  
> Allegra Consulting, Inc.  
> (702) 315-4241

> ---  
> Outgoing mail is certified Virus Free.  
> Checked by AVG anti-virus system (<http://www.grisoft.com>).  
> Version: 6.0.711 / Virus Database: 467 - Release Date: 6/25/2004

> ----- End of Original Message -----

---  
Incoming mail is certified Virus Free.  
Checked by AVG anti-virus system (<http://www.grisoft.com>).  
Version: 6.0.711 / Virus Database: 467 - Release Date: 6/25/2004

From: Suzanne Madison <suzanne@allegraconsulting.net>  
To: suzanne@allegraconsulting.net  
Subject: FW: RFQ04079: Housing Programs Site-Based Review  
Date: Jul 9, 2004 12:55 PM

-----Original Message-----  
From: Parviz Ghadiri [mailto:pghadiri@haclv.org]  
Sent: Thursday, June 03, 2004 3:57 PM  
To: Suzanne Madison  
Subject: Re: RFQ04079: Housing Programs Site-Based Review

Ms. Madison,  
Pursuant to our conversation today, please proceed with the 20 Tester Profiles along with the Tester Questionnaire. I approve.

Thank you,  
Parviz Ghadiri

--  
Open WebMail Project (<http://openwebmail.org>)

----- Original Message -----  
From: "Suzanne Madison" <suzanne@allegraconsulting.net>  
To: <pghadiri@haclv.org>  
Sent: Thu, 3 Jun 2004 10:58:13 -0700  
Subject: RFQ04079: Housing Programs Site-Based Review

> Greetings Mr. Ghadiri,  
>  
> Ms. Deloris Sawyer said that you would be our point of contact for this  
> sensitive/confidential assessment of your Site Based Waiting List.  
> We need for you to review and approve the 20 Tester Profiles along  
> with the Tester Questionnaire. Our Testers are scheduled to visit  
> [WINDOWS-1252?]your site during the week of June 21st "randomly".  
>  
> Per our project scope of work we are to provide the client with the  
> tester profile, questionnaire and approximate date of testing.  
>  
> If this information is suitable, then we will move forward. Our  
> goal is to have this project completed by the 1st week of July,  
> 2004. If you have any questions please feel free to call me anytime.  
>  
> Suzanne Madison  
> Allegra Consulting, Inc.  
> (702) 315-4241  
> (702) 315-4261 - Fax  
>  
> ---  
> Outgoing mail is certified Virus Free.  
> Checked by AVG anti-virus system (<http://www.grisoft.com>).  
> Version: 6.0.688 / Virus Database: 449 - Release Date: 5/18/2004  
>  
----- End of Original Message -----

---  
Incoming mail is certified Virus Free.  
Checked by AVG anti-virus system (<http://www.grisoft.com>).  
Version: 6.0.688 / Virus Database: 449 - Release Date: 5/18/2004

---  
Outgoing mail is certified Virus Free.  
Checked by AVG anti-virus system (<http://www.grisoft.com>).  
Version: 6.0.711 / Virus Database: 467 - Release Date: 6/25/2004

From: Suzanne Madison <suzanne@allegraconsulting.net>  
To: suzanne@allegraconsulting.net  
Subject: FW: Wait List Spread Sheet Questions  
Date: Jul 9, 2004 12:55 PM

-----Original Message-----  
From: Jose Murillo [mailto:jmurillo@haclv.org]  
Sent: Friday, June 04, 2004 2:52 PM  
To: Suzanne Madison  
Cc: Sawyer, Deloris  
Subject: Re: Wait List Spread Sheet Questions

I am not sure if Deloris' has responded but see answers below:  
She can clarify anything that I may have misquoted

--  
Jose Murillo Jr  
Housing Authority of the  
City of Las Vegas  
IT Department  
(702)922.6966  
(702)429.3185  
jmurillo@haclv.org  
[www.haclv.org](http://www.haclv.org)

----- Original Message -----  
From: "Suzanne Madison" <suzanne@allegraconsulting.net>  
To: "'Jose Murillo'" <jmurillo@haclv.org>  
Cc: "'deloris sawyer'" <delorissawyer@hotmail.com>  
Sent: Fri, 4 Jun 2004 12:54:18 -0700  
Subject: Wait List Spread Sheet Questions

> [WINDOWS-1252?]Jose/Deloris; Thanks for the Wait List Information. I've  
> attached  
> exactly what you sent to us to avoid confusion. We have started  
> reviewing your wait list reports and need some further help on  
> understanding them.  
>  
> Specifically:  
> 1) Is the file you sent us complete? It lists less than 400  
> records of applicants awaiting housing? It's been our understanding  
> that many more than 400 are waiting. Deloris indicates that her 7  
> caseworkers see approximately 8 applicants daily or roughly 200 weekly.

The waitlist that you received only contains the most current  
Designated waitlists for James Down, Harry Levy and Sartini Plaza. There are  
more on the other waitlists for Conventional and Section 8. Some of the  
clients may be on several waitlists.

> 2) Does the wait list include ALL housing options? If yes, then it  
> needs to be filtered to account only for the three Senior Housing  
> complexes.

No it does not

>  
> 3) Need explanation on Housing program designations - JDA, JDI, JDO,  
> etc.?

Those are just designations of what status the file is in.  
The first two letters indicate the Housing Program ( IE, JD - James Down)  
The last letter indicates what status the file is in- tracking.  
JDU - James Down Unverified  
JDI - James Down Interview - Pulled from waitlist to interview  
JDA - James Down Accomplished - File is complete and ready to be offered  
JDO - James Down Offer - The client has been offered a unit

>  
> 4) Need explanation on column header DIS/HDC. We assume this  
> designates disabled status. If yes, why isn't it included in last  
> column as preferences and a preference value assigned?

That is correct, Those that have a "1" in the column have someone  
Disabled. HUD does not give a "preference" to disabled clients. We  
are  
to provide a service for them called "REASONABLE ACCOMODATIONS" to  
go  
out of the norm to assist those Disabled/Handicap (Ie, give additional

time to respond to notices/appointments).

>  
> 5) Under Pref Type header, what does URC stand for? We only see  
> records with a numeric value (i.e., record # 307) and it's a negative  
> value -5. Are these points that were removed due to a change in  
> applicant status?

The URC is an inhouse tracking for those clients that have  
received  
an offer of a unit and they refused it. They are placed back onto the  
waitlist, they are placed at the bottom, that is why they do lose those  
points.

>  
> 6) We need a legend on what the Pref Values stand for. Some are  
> self explanatory, but as an example Vet can be a V and given 4  
> points, a B and be given 5 points, an N and be given 0 points. Also,  
> the info we were provided earlier indicated that a veteran receives  
> 6 preference points. We also were told no partial points were given,  
> so we really need to understand how this works.

The preferences are:  
RES - Resident  
VET - Veteran points, codes are A = 6, B = 5, V = 4 and N  
WRK - Working Preference

> 7) Where are Preference Points for "Family of Disabled Veteran with  
> Service Connected Injury listed?

Preference VET = Code A = Head or Family of Disabled Veteran, 6 points  
This is for a service connected disability

>  
> 8) Where are Preference Points for "Family of Deceased Veteran -Service  
> Connected listed?

Preference VET = Code B = Family of Deceased Veteran, 5 points  
This is for a service connected death

>  
> 9) What is the maximum Preference points an applicant can receive -  
> 50, 46, 45, etc?

41

>  
> Lastly, it would be extremely helpful if the final column listed each  
> preference and its associated point value.

It may not be the last column, but you do have the Overall points, then

the breakdown of the points and the description as to what preference they  
are receiving. ie, 35 0 Vet  
30 Working  
5 Res

You can disregard the last column that is just showing the actual value  
that is in each category. (Ie, Yes, No)

>  
> Many thanks!  
>  
> Suzanne Madison  
> Allegra Consulting, Inc.  
> (702)315-4241  
>

----- End of Original Message -----  
>  
> ---  
> Outgoing mail is certified Virus Free.  
> Checked by AVG anti-virus system (<http://www.grisoft.com>).  
> Version: 6.0.688 / Virus Database: 449 - Release Date: 5/18/2004  
>

---  
Incoming mail is certified Virus Free.  
Checked by AVG anti-virus system (<http://www.grisoft.com>).  
Version: 6.0.688 / Virus Database: 449 - Release Date: 5/18/2004

---  
Outgoing mail is certified Virus Free.  
Checked by AVG anti-virus system (<http://www.grisoft.com>).  
Version: 6.0.711 / Virus Database: 467 - Release Date: 6/25/2004

From: Suzanne Madison <suzanne@allegraconsulting.net>  
To: suzanne@allegraconsulting.net  
Subject: FW: Need Client Numbers  
Date: Jul 9, 2004 12:55 PM

-----Original Message-----  
From: Rod Yencheck [mailto:ryencheck@haclv.org]  
Sent: Friday, July 02, 2004 3:08 PM  
To: Suzanne Madison  
Subject: Re: Need Client Numbers

Suzanne,

I'm sorry but i could not find those name on our system. See results below and call me if any questions.. Thx..

Dianne Williams - 569-33-3940 Not on our System w/ that Ssn, However there are other Diane Williams'.

Larry P. Brown - 462-11-6723 Not on our System  
Maggy Smith - 562-44-1289 Not on our System  
Gloria Moran - 055-34-6755 Not on our System  
Adeline Guerra - 565-61-7237 Not on our System

--  
Rod Yencheck, HACLV IT Dept  
Phn: 702/922-6875  
Fax: 702/922-6878  
<http://www.haclv.org>

----- Original Message -----  
From: "Suzanne Madison" <suzanne@allegraconsulting.net>  
To: <ryencheck@haclv.org>  
Sent: Fri, 2 Jul 2004 14:35:33 -0700  
Subject: Need Client Numbers

> [WINDOWS-1252?]Rod - Thanks for your help. We need client numbers for the clients who  
> submitted pre-application last week for Senior housing.  
> If we could please get these back today, that would really help us  
> wrap this up.

>  
> [WINDOWS-1252?]Dianne Williams - 569-33-3940  
> [WINDOWS-1252?]Larry P. Brown - 462-11-6723  
> [WINDOWS-1252?]Maggy Smith - 562-44-1289  
> [WINDOWS-1252?]Gloria Moran - 055-34-6755  
> [WINDOWS-1252?]Adeline Guerra - 565-61-7237

>  
> Thanks!  
> Suzanne Madison  
> Allegra Consulting, Inc.  
> (702) 315-4241  
>

> ---  
> Outgoing mail is certified Virus Free.  
> Checked by AVG anti-virus system (<http://www.grisoft.com>).  
> Version: 6.0.711 / Virus Database: 467 - Release Date: 6/25/2004  
>

----- End of Original Message -----

---  
Incoming mail is certified Virus Free.  
Checked by AVG anti-virus system (<http://www.grisoft.com>).  
Version: 6.0.711 / Virus Database: 467 - Release Date: 6/25/2004

---  
Outgoing mail is certified Virus Free.  
Checked by AVG anti-virus system (<http://www.grisoft.com>).  
Version: 6.0.711 / Virus Database: 467 - Release Date: 6/25/2004

## Confidentiality Agreement

"Allegra Consulting, Inc. has been contracted by the Las Vegas Housing Authority (LVHA) to conduct a "compliance review" on their site-based pre-approval process. Allegra Consulting, Inc. is acting as an independent third-party contractor to assist The Agency in ensuring that the LVHA procedures comply with HUD policies relating to nondiscriminatory practices."

Your participation within this project is to act as a "Tester" and assist Allegra Consulting, Inc. in completing a certain section of the actual study.

Allegra Consulting, Inc. personnel and subcontractors understand that they are subject to and will abide by any reasonable confidentiality restrictions. In addition, Allegra Consulting, Inc. and its subcontractors will treat documents or other information made available to Allegra Consulting, Inc. in connection with this engagement, as confidential.

Allegra Consulting, Inc. and its subcontractors will take appropriate steps to segregate all material related to Allegra Consulting, Inc.'s work in this contract from other files in Allegra Consulting, Inc.'s offices.

Signed by: \_\_\_\_\_  
Tester Signature

Dated: \_\_\_\_\_

## TESTERS TRAINING OUTLINE

### Welcome

### Project Overview

Purpose  
Scope  
Forms

- Confidentiality Agreement
- LVHA Pre-Approval Application
- Wait List Compliance Report

### Stage 1 (today)

Complete Pre-Approval Application (partially completed to match pre approved tester profiles)

To assist you, the following is provided:

- Map to LVHA
- Self addressed/stamped envelope for mailing back the appointment letter.
- Self addressed/stamped envelope for receiving your payment check.

Q & A

### Stage 2 (within next two weeks)

Bring completed application to LVHA office located at 420 North 10th Street (corner of Bonanza) between the hours of 8am and noon or from 1pm to 5pm, Monday through Thursday (no applications accepted on Fridays).

Front Desk personnel will review application for completeness (not accuracy), inform you of next steps in the process, and provide you with literature.

**NOTE:** We suggest you inquire on how the process works; in other words, what is the process and/or the next steps. The LVHA may not volunteer this data unless you ask.

### Stage 3 (7 to 10 days after stage 2)

LVHA will send an appointment letter notifying you that you must return with documentation to continue the process, such as DD214, SSA, SDI, etc. **IGNORE this REQUEST!!** This completes your part of the study.

### Payment

Notify Allegra Consulting when you receive the appointment letter to make arrangements for receiving payment. This can be done in person, or by mail. **REMEMBER**, we need this letter as part of our submission to the LVHA, so please don't misplace it.

Prepared: 07/09/04

### Las Vegas Housing Authority Site Based Waiting List Compliance Report

The purpose and objective of this questionnaire is to determine the fairness of the pre-application process for the City of Las Vegas Housing Authority. Please complete the following immediately following your interview with the Housing Authority's Public Housing Interviewer.

Tester's Name: _____		
Tester's Address/City/Zip Code: _____		
Tester's Telephone Number: (the best number to reach you in case of follow-up.) _____		
Gender: _____	Race: _____	Date of Test: _____
Ethnicity: _____	Age: _____	Time/Begin: _____
Tester Profile Category/Number: _____		Time/End: _____

**Phase One – Enter into Section 8  
Public Housing Waiting Area:**

- |   |  |  |
|---|--|--|
| <p>1. Was there signage that directed or instructed you with where to proceed?<br/> a.) Yes<br/> b.) No<br/> c.) Other: _____</p> <p>2. Were you greeted?<br/> a.) Yes<br/> b.) No<br/> c.) Other: _____</p> <p>3. Did you register at the front reception window?<br/> a.) Yes<br/> b.) No<br/> c.) Other: _____</p> <p>4. Did you tell the reception that you were seeking affordable housing?<br/> a.) Yes<br/> b.) No<br/> c.) Other: _____</p> <p>5. What information were you provided with after you registered at the reception window? (Please list all of the information in exact detail.)?<br/> a.) Housing Program tri-fold brochure<br/> b.) Pre-application<br/> "Designated Seniors Only"<br/> c.) Other: _____</p> | <p>6. What options were you offered in completing Pre-Application provided by the receptionist?<br/> a.) To complete the application in the waiting area<br/> b.) Complete the application with a case worker<br/> c.) Complete the application offsite and mail back<br/> d.) Other: _____</p> <p>7. Did you turn the application back into the receptionist?<br/> a.) Yes<br/> b.) No<br/> c.) Other: _____</p> <p>8. Did you mail the application back into the Las Vegas Housing Authority?<br/> a.) Yes<br/> b.) No<br/> c.) Other: _____</p> <p>9. Were you assigned a case worker to assist you in reviewing your application?<br/> a.) Yes<br/> b.) No<br/> c.) Other: _____</p> <p>10. What was the name of the person that interviewed you?<br/> (Please list the individual's name in its entirety.)<br/> _____</p> | <p>11. Did the Las Vegas Housing Authority's case worker review your application face to face (with you)?<br/> a.) Yes<br/> b.) No<br/> c.) Other: _____</p> <p>12. What was the attitude of the Las Vegas Housing Authority's case worker? (Please select "all" that apply to this specific question.)<br/> a.) Polite<br/> b.) Courteous<br/> c.) Professional<br/> d.) Knowledgeable<br/> e.) Impatient (Please explain what happened.)<br/> f.) Rude (Please explain what happened.)<br/> g.) Other: _____</p> <p>13. Did you express to the case worker that you needed a place to live immediately, and that you may become homeless?<br/> a.) Yes<br/> b.) No<br/> c.) Other: _____</p> |
|---|--|--|

**Phase Two – After completing the application on-site at the Las Vegas Housing Authority.**

13a. What was the response of the case worker?

- a.) Helpful in providing information on their process;
- b.) Helpful with providing other housing resources/agency information;
- c.) Disinterested;
- d.) Unprofessional and Rude;
- e.) Unknowledgeable regarding their process;
- f.) Emergency housing not possible
- g.) Other:

14. Did the LVHA case worker explain how Preferences are weighted?

- a.) Yes
- b.) No
- c.) Other:

15. If yes, did you fully understand how the Preferences are weighted based on the information provided to during the interview?

- a.) Yes
- b.) No
- c.) Other:

16. Did the LVHA case worker explain to you that the Wait List is updated daily?

- a.) Yes
- b.) No
- c.) Other:

17. Did the LVHA case worker provide you with your Wait List Number?

- a.) Yes
- b.) No
- c.) Other:

17a. Did the case worker inform you and provide you with a toll free telephone number where you can follow-up and find out where you are listed on the wait list?

- a.) Yes
- b.) No
- c.) Other:

18. How long did the face to face interview take?

- a.) Between 5-10 Minutes
- b.) Between 10-20 Minutes
- c.) Between 20-30 Minutes
- d.) Between 30-40 Minutes
- e.) Between 40-60 Minutes
- f.) More than 60 Minutes
- g.) Other:

19. During the interview, did you think that you were discriminated against?

- a.) Yes
- b.) No (If no, please skip, questions 15-17)
- c.) Other: (If yes, please proceed to questions 20-22)

20. Where did this act of discrimination occur?

- a.) Case worker
- b.) Receptionist
- c.) Other:

21. On what basis do you believe you were discriminated against (check all that apply)?

- a.) Race
- b.) National Origin
- c.) Marital Status
- d.) Family Status
- e.) Color
- f.) Ancestry
- g.) Sexual Orientation
- h.) Source of Income
- i.) Religion
- J.) Gender
- k.) Age
- l.) Disability
- m.) Other: Please explain in detail:

22. How were you discriminated against? Treated differently than others? (Please explain in detail)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phase Three – Post Interview, How did the interviewer close the interview and or leave you thinking?**

23. Did the caseworker provide you with any time frame for your needed housing situation?

- a.) Yes
- b.) No
- c.) Other: \_\_\_\_\_

24. Did the interviewer state that you would be listed on their Waiting List and notified when housing would become available?

- a.) Yes
- b.) No
- c.) Other: \_\_\_\_\_

25. Did the Interviewer leave you with any reasonable expectations with what would happen next, ie; you would receive a letter in the mail, put on a wait list, or promised immediate housing, etc..?

- a.) Yes (If yes, please explain)
- b.) No (If no, please explain how you were left feeling.)
- c.) Other: \_\_\_\_\_

**Phase Four – Final**

26. Did you receive any correspondence or following up information that updated you on the process?

- a.) Yes, (list what you received and when – please do not respond to any correspondence or telephone calls whatsoever. – All Correspondence must be submitted to Allegra Consulting, Inc. immediately)
- b.) No
- c.) Other: \_\_\_\_\_

Please note any additional conversation or inter actions that may have transpired during the entire process that may not be addressed through our questionnaire. The smallest details can help us to better understand their process.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# ALLEGRA CONSULTING

Contact: Suzanne Madison  
320 E. Warm Springs, Ste. 4B  
Las Vegas, NV 89119  
T: 702-315-4241  
F: 702- 315-4261  
[www.allegraconsulting.net](http://www.allegraconsulting.net)