# PHA Plans

**Streamlined Annual Version**

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

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

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

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

# Streamlined Annual PHA Plan for Fiscal Year: 2006

# PHA Name:

# Housing Authority of the City of Bellingham

**NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue.**

# Streamlined Annual PHA Plan
# Agency Identification

**PHA Name:** Housing Authority of the City of Bellingham
**PHA Number:** WA025

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

## PHA Programs Administered:

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

Number of public housing units: 529 Number of S8 units: Number of public housing units:
Number of S8 units: 1693

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

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

## PHA Plan Contact Information:

Name: David A. Bergmann Phone: (360) 527-4602
TDD: (360) 676-2140 Email (if available): dbergmann@bwcha.org

## Public Access to Information

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

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

## Display Locations For PHA Plans and Supporting Documents

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection. ☒ Yes ☐ No.
If yes, select all that apply:
☒ Main administrative office of the PHA
☐ PHA development management offices
☒ Main administrative office of the local, county or State government
☒ Public library ☐ PHA website ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)
☒ Main business office of the PHA ☐ PHA development management offices
☐ Other (list below)

# Streamlined Annual PHA Plan
# Fiscal Year 2006
[24 CFR Part 903.12(c)]

## Table of Contents
[24 CFR 903.7(r)]

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


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**A.** PHA PLAN COMPONENTS

☐ 1. Site-Based Waiting List Policies
903.7(b)(2) Policies **on Eligibility, Selection, and Admissions**
☒ 2. Capital Improvement Needs
**903.7(g) Statement of Capital Improvements Needed**
☒ 3. Section 8(y) Homeownership
**903.7(k)(1)(i) Statement of Homeownership Programs**
☒ 4. Project-Based Voucher Programs
☐ 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.
☒ 6. Supporting Documents Available for Review
☒ 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report ATTACHMENT A: **(wa025ab01)**
☒ 8. Capital Fund Program 5-Year Action Plan ATTACHMENT B: **(wa025b01)**
9. Other (List below, providing name for each item)

ATTACHMENT C: Capital Fund Program P&E for 501-02 **(wa025c01)**
ATTACHMENT D: Capital Fund Program P&E for 501-03 **(wa025d01)**
ATTACHMENT E: Capital Fund Program P&E for 502-03 **(wa025e01)**
ATTACHMENT F: Capital Fund Program P&E for 501-04 **(wa025f01)**
ATTACHMENT G: Comments of Resident Advisory Board **(wa025g01)**
ATTACHMENT H: Definition of Substantial Deviation, Amendment or Modification to the Plan **(wa025h01)**

ATTACHMENT I: Resident Member on the PHA Governing Board **(wa025i01)**
ATTACHMENT J: Membership of the Resident Advisory Board or Boards **(wa025j01)**
ATTACHMENT K: Statement of Progress in Meeting the 5-Year Plan Mission and Goals **(wa025k01)**
ATTACHMENT L: Action Plan for the PHAS Resident Survey **(wa025l01)**
ATTACHMENT M: Project-Based Voucher Program **(wa025m01)**
ATTACHMENT N: Rental Agreement **(wa025n01)**
ATTACHMENT O: Rental Agreement Addendum **(wao25o01)**
ATTACHMENT P: Income Limits **(wa025p01)**
ATTACHMENT Q: Voluntary Conversion Initial Assessments **(wa025q01)**
ATTACHMENT R: Rental Agreement Addendum for ACOP Inclusion **(wa025r01)**
ATTACHMENT S: Deconcentration and Income Mixing **(wa025s01)**
ATTACHMENT T: Admissions & Continued Occupancy Policy **(wa025t01)**

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

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

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

**Form HUD-50070**, *Certification for a Drug-Free Workplace;*
**Form HUD-50071**, *Certification of Payments to Influence Federal Transactions*; and
**Form SF-LLL &SF-LLLa**, *Disclosure of Lobbying Activities*.

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

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

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

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

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

| Site-Based Waiting Lists |
|---|

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

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

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

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

**B. Site-Based Waiting Lists – Coming Year**

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to next component.

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

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

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

☐ At the development to which they would like to apply
☐ Other (list below)

## 2. Capital Improvement Needs

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

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

### A. Capital Fund Program

1. ☒ Yes ☐ No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.

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

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

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

1. ☐ Yes ☒ No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).

2. Status of HOPE VI revitalization grant(s):

| HOPE VI Revitalization Grant Status |
|---|
| a. Development Name:<br>b. Development Number: |
| c. Status of Grant:<br>☐ Revitalization Plan under development<br>☐ Revitalization Plan submitted, pending approval<br>☐ Revitalization Plan approved<br>☐ Activities pursuant to an approved Revitalization Plan underway |

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

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

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

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

(if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

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

2. Program Description:

a. Size of Program

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

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

b. PHA-established eligibility criteria

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

The family also satisfies [any other initial] requirements established by the Bellingham Housing Authority [24 CFR 982.626(b) and 24 CFR 982.627(a)(8)]. Such additional requirements are listed below and may be amended from time-to-time.

a. The family has held a Housing Choice Voucher (tenant-based or project-based) or has been a tenant in Public Housing for a period of at least one year and has remained in good standing.

b. The family is currently a participant in the Family Self Sufficiency (FSS) program and is in full compliance with that program's requirements, or is a graduate of the FSS program, or would otherwise qualify by fulfilling the requirements of the FSS program even though the family is not currently participating in the FSS program.
c. The family has written an Individual Training and Service Plan (ITSP) and is in compliance with that document.
d. The family has sufficient financial reserves to afford a down-payment of at least at least three percent of the purchase price of the home.
e. The family has additional financial reserves that are equal to or greater than two percent of the purchase price of the home.

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

The Bellingham Housing Authority is working with Kulshan Community Land Trust in both identifying possible participants and developing elements of the program. The HA has met with local loan officers from local lenders (Banner Bank and People's Bank) who have expressed an interest in working with us in this program as well. We are currently arranging lender training with the Washington State Housing Commission. This training is offered at no cost by the Commission.

The HA continues to work with The Opportunity Council, a local non-profit that case manages our FSS program, to identify participants who are progressing toward home ownership. Families are required to be participating in and complying with the FSS program in order to be eligible for home ownership. This allows the families to receive the needed educational instruction in order to be successful homeowners. Regular meetings occur with The Opportunity Council to update the progress of the families that are nearing completion.

3. Capacity of the PHA to Administer a Section 8 Homeownership Program:

The PHA has demonstrated its capacity to administer the program by (select all that apply):

☒ Establishing a minimum homeowner downpayment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.
☒ Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
☐ Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below):
☐ Demonstrating that it has other relevant experience (list experience below):

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

### Intent to Use Project-Based Assistance

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

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

   ☐ low utilization rate for vouchers due to lack of suitable rental units
   ☒ access to neighborhoods outside of high poverty areas
   ☐ other (describe below:)

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

| | | |
|---|---|---|
| River House | Lynden | 24 units |
| SeaBreeze | Blaine | 3 units |
| Creekside | Sumas | 5 units |
| Fernview | Ferndale | 6 units |
| Varsity Village | Bellingham | 32 units |
| Deer Run Terrace and Orleans Place | Bellingham | 38 units |

## 5. PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: (provide name here) **City of Bellingham**

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

☒ The PHA has based its statement of needs of families on its waiting lists on the needs expressed in the Consolidated Plan/s.
☐ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
☐ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.

☒ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

- Continued preservation of low income housing by quality management, maintenance, and rehabilitation.
- Continued commitment to apply for additional low income housing assistance as it becomes available.
- Preference offered for those in the Transitional Housing Program.
- Fostering of supportive services to public housing residents.

☐ Other: (list below)

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

The Consolidated Plan of the City of Bellingham commits the City to:

- Fund acquisition of land to be utilized by other entities for the provision of low income rental housing (e.g., Housing Authority's Low Income Tax Credit Programs.)
- Provide local matching funds for other entities to acquire state funds from the Housing Finance Commission, Housing Trust Fund, or private financing services.

The Consolidated Plan of the State of Washington commits the State to providing:

- General purpose grants for housing, economic development, community facilities, public facilities, and comprehensive projects.
- Planning grants for conducting community assessments and work plans.
- Housing enhancement Grants which provide flexible companion funding for competitive applications to the Washington State Housing Trust Fund.

## 6. Supporting Documents Available for Review for Streamlined Annual PHA Plans

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

| List of Supporting Documents Available for Review | | |
|---|---|---|
| **Applicable & On Display** | **Supporting Document** | **Related Plan Component** |
| X | *PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans*; | 5 Year and Annual Plans |
| X | *PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan* | Streamlined Annual Plans |
| | *Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan*. | 5 Year and standard Annual Plans |
| | Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, | |

| List of Supporting Documents Available for Review | | |
|---|---|---|
| **Applicable & On Display** | **Supporting Document** | **Related Plan Component** |
| X | identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement. | 5 Year and Annual Plans |
| X | Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA's public housing and Section 8 tenant-based waiting lists. | Annual Plan: Housing Needs |
| X | Most recent board-approved operating budget for the public housing program | Annual Plan: Financial Resources |
| X | Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure. | Annual Plan: Eligibility, Selection, and Admissions Policies |
| X | Deconcentration Income Analysis | Annual Plan: Eligibility, Selection, and Admissions Policies |
| X | Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. ☐ Check here if included in the public housing A&O Policy. | Annual Plan: Eligibility, Selection, and Admissions Policies |
| X | Section 8 Administrative Plan | Annual Plan: Eligibility, Selection, and Admissions Policies |
| X | Public housing rent determination policies, including the method for setting public housing flat rents. ☒ Check here if included in the public housing A & O Policy. | Annual Plan: Rent Determination |
| X | Schedule of flat rents offered at each public housing development. ☒ Check here if included in the public housing A & O Policy. | Annual Plan: Rent Determination |
| 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. ☒ Check here if included in Section 8 Administrative Plan. | Annual Plan: Rent Determination |
| X | Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation). | Annual Plan: Operations and Maintenance |
| X | Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment). | Annual Plan: Management and Operations |
| | Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary) | Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency |
| X | Results of latest Section 8 Management Assessment System (SEMAP) | Annual Plan: Management and Operations |
| | Any policies governing any Section 8 special housing types ☐ Check here if included in Section 8 Administrative Plan | Annual Plan: Operations and Maintenance |
| X | Public housing grievance procedures ☒ Check here if included in the public housing A & O Policy | Annual Plan: Grievance Procedures |
| X | Section 8 informal review and hearing procedures. ☒ Check here if included in Section 8 Administrative Plan. | Annual Plan: Grievance Procedures |
| X | The Capital Fund Grant Program Annual Statement /Performance and Evaluation Report for any active grant year. | Annual Plan: Capital Needs |
| X | Most recent CFP Budget/Progress Report (HUD 52825) for any active CFP grants. | Annual Plan: Capital Needs |
| | Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing. | Annual Plan: Capital Needs |

| List of Supporting Documents Available for Review | | |
|---|---|---|
| **Applicable & On Display** | **Supporting Document** | **Related Plan Component** |
| | Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA). | Annual Plan: Capital Needs |
| | Approved or submitted applications for demolition and/or disposition of public housing. | Annual Plan: Demolition and Disposition |
| | Approved or submitted applications for designation of public housing (Designated Housing Plans). | Annual Plan: Designation of Public Housing |
| | Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Actof 1937, or Section 33 of the US Housing Act of 1937. | Annual Plan: Conversion of Public Housing |
| | Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion. | Annual Plan: Voluntary Conversion of Public Housing |
| | Approved or submitted public housing homeownership programs/plans. | Annual Plan: Homeownership |
| X | Policies governing any Section 8 Homeownership program (Section 23 of the Section 8 Administrative Plan) | Annual Plan: Homeownership |
| X | Public Housing Community Service Policy/Programs<br>☒ Check here if included in Public Housing A & O Policy | Annual Plan: Community Service & Self-Sufficiency |
| X | Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies. | Annual Plan: Community Service & Self-Sufficiency |
| X | FSS Action Plan(s) for public housing and/or Section 8. | Annual Plan: Community Service & Self-Sufficiency |
| | Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing. | Annual Plan: Community Service & Self-Sufficiency |
| X | Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing. | Annual Plan: Community Service & Self-Sufficiency |
| X | Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G).<br>☒ Check here if included in the public housing A & O Policy. | Annual Plan: Pet Policy |
| X | The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings. | Annual Plan: Annual Audit |
| | Other supporting documents (optional)<br>(list individually; use as many lines as necessary) | (specify as needed) |
| | Consortium agreement(s) and for Consortium Joint PHA Plans Only: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection. | Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations |

**Component 7**

# CAPITAL FUND PROGRAM

Attachment A. (wa025a01)

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

| PHA Name | Grant Type and Number | FFY of Grant Approval |
|---|---|---|
| **BELLINGHAM HOUSING AUTHORITY** | Capital Fund Program Grant No. **WA19P02550105**<br>Replacement Housing Factor Grant No. | **2005** |

_X_ Original Annual Statement ___ Reserves for Disasters/Emergencies __ Revised Annual Statement (revision no __ )
___ Performance and Evaluation Report for Period Ending: _____ _____ Final Performance and Evaluation Report

| Line No. | Summary by Development Account | Total Estimated Costs | | Total Actual Costs | |
|---|---|---|---|---|---|
| | | Original | Revised | Obligated | Expended |
| 1 | Total Non-CIAP Funds | | | | |
| 2 | 1406 Operations | $131,246.00 | | | |
| 3 | 1408 Management Improvements | $90,124.00 | | | |
| 4 | 1410 Administration | $88,369.00 | | | |
| 5 | 1411 Audit | $0.00 | | | |
| 6 | 1415 Liquidated Damages | $0.00 | | | |
| 7 | 1430 Fees and Costs | $5,000.00 | | | |
| 8 | 1440 Site Acquisition | $0.00 | | | |
| 9 | 1450 Site Improvement | $15,600.00 | | | |
| 10 | 1460 Dwelling Structures | $251,932.00 | | | |
| 11 | 1465.1 Dwelling Equipment-Nonexpendable | $19,500.00 | | | |
| 12 | 1470 Nondwelling Structures | $0.00 | | | |
| 13 | 1475 Nondwelling Equipment | $21,924.00 | | | |
| 14 | 1485 Demolition | $0.00 | | | |
| 15 | 1490 Replacement Reserve | $0.00 | | | |
| 16 | 1492 Moving to Work Demonstration | $0.00 | | | |
| 17 | 1495.1 Relocation Costs | $10,000.00 | | | |
| 18 | 1499 Development Activities | $0.00 | | | |
| 19 | 1501 Collaterization or Debt Service | $0.00 | | | |
| 20 | 1502 Contingency | | | | |
| 21 | Amount of Annual Grant (Sum of lines 2-20) | $633,695.00 | | | |
| 22 | Amount of line 21 Related to LBP Activities | | | | |
| 23 | Amount of line 21 Related to Section 504 compliance | | | | |
| 24 | Amount of line 21 Related to Security - Soft Costs | | | | |
| 25 | Amount of Line 21 Related to Security - Hard Costs | | | | |
| 26 | Amount of line 21 Related to Energy Conservation Measures | | | | |
| | | | | | |

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

| PHA Name: | Grant Type and Number | Federal FY of Grant: |
|---|---|---|
| **Bellingham Housing Authority** | Capital Fund Program Grant No: **WA19P02550105**<br>Replacement Housing Factor Grant No: | **2005** |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| LINCOLN SQUARE 25-1 | SIDEWALKS/CURBS | 1450 | | 500 | | | | |
| | LANDSCAPE/SITE WK | 1450 | | 1,500 | | | | |
| | FLOORING | 1460 | | 1,200 | | | | |
| | COMMON AREA WINDOWS | 1460 | | 10,000 | | | | |
| | APPLIANCES | 1465 | | 2,000 | | | | |
| | | | | **15,200** | | | | |
| WASH. SQUARE 25-2 | PATIO TABLES/BENCHES | 1450 | | 1,000 | | | | |
| | FLOORING | 1460 | | 2,000 | | | | |
| | APPLIANCES | 1465 | | 2,000 | | | | |
| | | | | **5,000** | | | | |
| CHUCK. SQUARE | EXT SECURITY LIGHTING | 1450 | | 3,200 | | | | |

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

| PHA Name: **Bellingham Housing Authority** | Grant Type and Number<br>Capital Fund Program Grant No: **WA19P02550105**<br>Replacement Housing Factor Grant No: | **Federal FY of Grant: 2005** |
|---|---|---|

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| 25-3 | FLOORING | 1460 | | 2,477 | | | | |
| | INTERIOR PAINT | 1460 | | 2,500 | | | | |
| | EXT PAINT/STUCCO | 1460 | | 27,950 | | | | |
| | | | | **36,127** | | | | |
| PARKWAY HOMES 25-4 | EXT. SECURITY LIGHTING | 1450 | | 1,400 | | | | |
| | FLOORING | 1460 | | 6,000 | | | | |
| | INTERIOR REMODEL | 1460 | | 90,414 | | | | |
| | APPLIANCES | 1465 | | 5,500 | | | | |
| | | | | **103,314** | | | | |
| FALLS PARK HOMES 25-5 | LANDSCAPE | 1450 | | 2,000 | | | | |
| | EXT. SECURITY LIGHTING | 1450 | | 1,000 | | | | |
| | FLOORING | 1460 | | 3,000 | | | | |
| | INTERIOR REMODEL | 1460 | | 46,421 | | | | |
| | APPLIANCES | 1465 | | 4,000 | | | | |
| | | | | **56,421** | | | | |
| TEXAS MEADOWS 25-6 | LANDSCAPE/SITE WORK | 1450 | | 1,000 | | | | |
| | EXT SECURITY LIGHTING | 1450 | | 1,000 | | | | |
| | EXTERIOR PAINT | 1460 | | 1,038 | | | | |

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

| PHA Name: | Grant Type and Number | Federal FY of Grant: |
|---|---|---|
| **Bellingham Housing Authority** | Capital Fund Program Grant No: **WA19P02550105**<br>Replacement Housing Factor Grant No: | **2005** |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | | | | **3,038** | | | | |
| HILLSIDE HOMES 25-7 | FLOORING | 1460 | | 4,000 | | | | |
| | INTERIOR LIGHTING | 1460 | | 1,400 | | | | |
| | APPLIANCES | 1465 | | 4,000 | | | | |
| | | | | **9,400** | | | | |
| SCATTERED SITES 25-10 | FENCING | 1450 | | 2,000 | | | | |
| | EXTERIOR SIDING | 1460 | | 10,000 | | | | |
| | PAINT INTERIORS | 1460 | | 3,000 | | | | |
| | FLOORING | 1460 | | 5,500 | | | | |
| | INTERIOR REMODEL | 1460 | | 25,032 | | | | |
| | REPLACE WINDOWS | 1460 | | 10,000 | | | | |
| | APPLIANCES | 1465 | | 2,000 | | | | |
| | | | | **57,532** | | | | |
| TRAILSIDE TOWNHOME 25-15 | REPAIR/STRIPE PK LOT | 1450 | | 1,000 | | | | |
| | | | | **1,000** | | | | |
| | **TOTAL PHYSICAL** | | | **287,032** | | | | |
| HA-WIDE | OPERATIONS | 1406 | | 131,246 | | | | |

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

| PHA Name: | Grant Type and Number | Federal FY of Grant: |
|---|---|---|
| **Bellingham Housing Authority** | Capital Fund Program Grant No: **WA19P02550105** | **2005** |
| | Replacement Housing Factor Grant No: | |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | COMMUNITY SAFETY | 1408 | | 50,525 | | | | |
| | RES. SERVICE COORD | 1408 | | 21,000 | | | | |
| | VOLUNTEER CENTER | 1408 | | 15,000 | | | | |
| | COMPUTER SOFTWARE | 1408 | | 2,099 | | | | |
| | STAFF TRAINING | 1408 | | 1,500 | | | | |
| | ADMIN SALARIES | 1410.01 | | 47,686 | | | | |
| | ADMIN BENEFITS | 1410.09 | | 14,983 | | | | |
| | SUNDRY | 1410.19 | | 700 | | | | |
| | NON-TECH SAL & BENEFITS | 1410.02 | | 25,000 | | | | |
| | A & E FEES | 1430 | | 5,000 | | | | |
| | NON-DWELLING EQUIP | 1475 | | 16,924 | | | | |
| | COMPUTER HARDWARE | 1475 | | 5,000 | | | | |
| | RELOCATION | 1495 | | 10,000 | | | | |
| | **TOTAL MANAGEMENT** | | | **346,663** | | | | |
| | **TOTAL CFP** | | | **633,695** | | | | |

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

| PHA Name: | Grant Type and Number | Federal FY of Grant: |
|---|---|---|
| **BELLINGHAM HOUSING AUTHORITY** | Capital Fund Program No.: **WA19P02550105**<br>Replacement Housing Factor No.: | **2005** |

| Development Number Name/HA-Wide Activities | All Fund Obligated (Quarter Ending Date) | | | All Funds Expended (Quarter Ending Date) | | | Reasons for Revised Target Dates |
|---|---|---|---|---|---|---|---|
| | Original | Revised | Actual | Original | Revised | Actual | |
| LINCOLN SQ. 25-1 | 9/16/2007 | | | 9/16/2009 | | | |
| WASHINGTON SQ 25-2 | 9/16/2007 | | | 9/16/2009 | | | |
| CHUCKANUT SQ 25-3 | 9/16/2007 | | | 9/16/2009 | | | |
| PARKWAY HMS 25-4 | 9/16/2007 | | | 9/16/2009 | | | |
| FALLS PARK HMS 25-5 | 9/16/2007 | | | 9/16/2009 | | | |
| TEXAS MEADOWS 25-6 | 9/16/2007 | | | 9/16/2009 | | | |
| HILLSIDE HOMES 25-7 | 9/16/2007 | | | 9/16/2009 | | | |
| SCATTERED SITES 25-10 | 9/16/2007 | | | 9/16/2009 | | | |
| TRAILSIDE 25-15 | 9/16/2007 | | | 9/16/2009 | | | |
| OPERATIONS | 9/16/2007 | | | 9/16/2009 | | | |
| MANAGEMENT | 9/16/2007 | | | 9/16/2009 | | | |
| A & E | 9/16/2007 | | | 9/16/2009 | | | |
| NON DWELL EQUIP | 9/16/2007 | | | 9/16/2009 | | | |
| RELOCATION | 9/16/2007 | | | 9/16/2009 | | | |

# 5-Year Action Plan for Capital Fund (Component 8)

## Part I: Summary

| PHA Name<br>HOUSING AUTHORITY OF THE CITY OF BELLINGHAM | | | | X Original<br>Revision No.:____ | |
|---|---|---|---|---|---|
| Development Number/Name/HA-Wide | Year 1 | Work Statement for Year 2<br>FFY Grant: 2005<br>PHA FY: 2006 | Work Statement for Year 3<br>FFY Grant: 2006<br>PHA FY: 2007 | Work Statement for Year 4<br>FFY Grant: 2007<br>PHA FY: 2008 | Work Statement for Year 5<br>FFY Grant: 2008<br>PHA FY: 2009 |
| 25-01 Lincoln Sq | See Annual Statement | $13,000 | $21,200 | $21,200 | $21,200 |
| 25-02 Washington Sq | | $6,000 | $13,500 | $13,500 | $1,500 |
| 25-03 Chuckanut Sq | | $10,500 | $19,200 | $19,200 | $19,200 |
| 25-04 Parkway Homes | | $66,030 | $12,517 | $12,517 | $12,517 |
| 25-05 Falls Park Homes | | $94,314 | $95,864 | $95,864 | $98,864 |
| 25-06 Texas Meadows | | $6,570 | $6,570 | $6,570 | $6,570 |
| 25-07 Hillside Homes | | $64,177 | $15,400 | $15,400 | $24,400 |
| 25-10 Scattered Sites | | $23,081 | $99,434 | $99,434 | $99,434 |
| 25-15 Trailside | | $0 | $0 | $0 | $0 |
| | | | | | |
| HA-Wide | | $372,557 | $372,544 | $372,544 | $372,544 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| CFP Funds Listed for 5-year planning | | $656,229 | $656,229 | $656,229 | $656,229 |
| Replacement Housing Factor Funds | | | | | |

# Capital Fund Program Five-Year Action Plan

## Part II: Supporting Pages

| Activities for Year 1 2005 | Activities for Year: 2 FFY Grant: 2006 PHA FY: 2007 | | | Activities for Year: 3 FFY Grant: 2007 PHA FY: 2008 | | |
|---|---|---|---|---|---|---|
| | Development Number/Name | Major Work Categories | Estimated Cost | Development Number/Name | Major Work Categories | Estimated Cost |
| | 25-01 Lincoln Square | COMM RM FLOORING | $7,100 | 25-01 Lincoln Square | GARBAGE RM ROOF/MAINT. | $7,300 |
| | | EXT SECURITY LIGHT | $2,400 | | LANDSCP/SITE WORK | $1,500 |
| | | PLUMBING/FIXTURES | $1,000 | | EXT SECURITY LIGHT | $2,400 |
| | | INTERIOR LIGHTING | $500 | | PLUMBING/FIXTURES | $2,000 |
| See | | APPLIANCES | $2,000 | | INTERIOR LIGHTING | $6,000 |
| | | | | | APPLIANCES | $2,000 |
| | | | $13,000 | | | |
| | | | | | | $21,200 |
| Annual | 25-02 Washington Sq | WALKS/CURBS | $500 | | | |
| | | FLOORING | $2,000 | 25-02 Washington Square | WALKS/CURBS | $2,000 |
| | | APPLIANCES | $2,000 | | FLOORING | $5,000 |
| | | EXTERIOR PAINT | $1,500 | | APPLIANCES | $5,000 |
| Statement | | | | | EXTERIOR PAINT | $1,500 |
| | | | | | | $13,500 |
| | | | | 25-03 Chuckanut Square | WALKS/CURBS | $2,500 |
| | | | $6,000 | | FLOORING | $6,500 |
| | | | | | APPLIANCES | $4,000 |
| | 25-03 Chuckanut Square | WALKS/CURBS | $1,500 | | INTERIOR PAINT | $6,200 |
| | | FLOORING | $2,000 | | | |
| | | APPLIANCES | $2,000 | | | $19,200 |
| | | INTERIOR PAINT | $5,000 | 25-04 Parkway Homes | SIDEWALKS | $3,000 |
| | | | | | REPAIR/STRIPE LOT | $1,000 |
| | | | | | LANDSCP/SITE WORK | $3,000 |
| | | | | | FENCING | $1,617 |
| | | | $10,500 | | EXTERIOR PAINT | $1,900 |
| | | | | | APPLIANCES | $2,000 |
| | 25-04 Parkway Homes | SIDEWALKS | $1,000 | | | |
| | | REPAIR/STRIPE LOT | $1,000 | | | $12,517 |
| | | LANDSCAPE | $1,900 | | | |
| | | FENCING | $4,000 | 25-05 Falls Park Homes | REPAIR/STRIPE LOT | $9,000 |
| | | EXTERIOR PAINT | $1,760 | | FLOORING | $7,000 |
| | | APPLIANCES | $4,000 | | APPLIANCES | $4,000 |
| | | INTERIOR REMODEL | $52,370 | | EXTERIOR PAINT | $4,000 |
| | | | | | INTERIOR REMODEL | $71,864 |
| | | | $66,030 | | | $95,864 |
| | Activities for Year: 2 (cont'd) | | | Activities for Year: 3 (cont'd) | | |

See Annual Statement

| Development Number/Name | Major Work Categories | Estimated Cost |
|---|---|---|
| 25-05 Falls Park Homes | REPAIR/STRIPE LOT | $5,000 |
| | FLOORING | $3,500 |
| | APPLIANCES | $2,000 |
| | EXTERIOR PAINT | $2,000 |
| | INTERIOR REMODEL | $81,814 |
| | | $94,314 |
| 25-06 Texas Meadows | WALKS/CURBS | $2,500 |
| | EXTERIOR PAINT | $4,070 |
| | | $6,570 |
| 25-07 Hillside Homes | SIDEWALKS/CURBS | $2,500 |
| | REPAIR/STRIPE LOT | $1,000 |
| | LANDSCAPE/SITE WORK | $1,500 |
| | FLOORING | $2,500 |
| | EXT SECURITY LIGHTING | $2,200 |
| | PLUMBING/FIXTURES | $1,000 |
| | EXTERIOR PAINT | $4,700 |
| | INTERIOR REMODEL | $48,777 |
| | | $64,177 |
| 25-10 Scattered Sites | WALKS/CURBS | $2,500 |
| | LANDSCAPE/SITE WORK | $1,500 |
| | FLOORING | $7,500 |
| | EXT SECURITY LIGHTING | $1,200 |
| | PLUMBING/FIXTURES | $1,000 |
| | INTERIOR LIGHTING | $1,000 |
| | ROOFS | $2,500 |
| | INTERIOR PAINT | $3,000 |
| | FENCING | $2,881 |
| | | $23,081 |

| Development Number/Name | Major Work Categories | Estimated Cost |
|---|---|---|
| 25-06 Texas Meadows | WALKS/CURBS | $2,500 |
| | EXTERIOR PAINT | $4,070 |
| | | $6,570 |
| 25-07 Hillside Homes | SIDEWALKS/CURBS | $2,500 |
| | REPAIR/STRIPE LOT | $1,000 |
| | LANDSCAPE/SITE WORK | $1,500 |
| | FLOORING | $2,500 |
| | EXT SECURITY LIGHTING | $2,200 |
| | PLUMBING/FIXTURES | $1,000 |
| | EXTERIOR PAINT | $4,700 |
| | | $15,400 |
| 25-10 Scattered Sites | WALKS/CURBS | $2,500 |
| | LANDSCAPE/SITE WORK | $1,500 |
| | FLOORING | $7,500 |
| | EXT SECURITY LIGHTING | $1,200 |
| | PLUMBING/FIXTURES | $1,000 |
| | INTERIOR LIGHTING | $1,000 |
| | ROOFS | $2,500 |
| | INTEROR REMODEL | $73,353 |
| | INTERIOR PAINT | $3,000 |
| | FENCING | $2,881 |
| | GARAGE DOORS (2) | $3,000 |
| | | $99,434 |
| 25-15 Trailside | NONE | $0 |
| | | $0 |

Activities for Year: 2 (cont'd)

| Development Number/Name | Major Work Categories | Estimated Cost |
|---|---|---|

Activities for Year: 3 (cont'd)

| Development Number/Name | Major Work Categories | Estimated Cost |
|---|---|---|

| | | | |
|---|---|---|---|
| 25-15 Trailside | NONE | $0 | |
| | | $0 | |
| HA-Wide | COMMUNITY SAFETY | $50,525 | |
| | RES. SERVICE COORD. | $21,000 | |
| | VOLUNTEER CENTER | $15,000 | |
| | COMPUTER SOFTWARE | $1,599 | |
| | STAFF TRAINING | $1,500 | |
| | OPERATIONS | $131,246 | |
| | COMPUTER HARDWARE | $5,000 | |
| | ADMIN/SUNDRY | $65,623 | |
| | NON-TECH SALARIES | $25,000 | |
| | A & E FEES | $10,000 | |
| | NON-DWELL EQUIP | $17,474 | |
| | MAINT VAN | $18,590 | |
| | RELOCATION | $10,000 | |
| | | $372,557 | |
| | Total CFP Estimated Cost | $656,229 | |

| | | | |
|---|---|---|---|
| HA-Wide | COMMUNITY SAFETY | $50,525 | |
| | RES. SERVICE COORD. | $21,000 | |
| | VOLUNTEER CENTER | $15,000 | |
| | COMPUTER SOFTWARE | $1,599 | |
| | STAFF TRAINING | $1,500 | |
| | OPERATIONS | $131,246 | |
| | COMPUTER HARDWARE | $5,000 | |
| | ADMIN/SUNDRY | $65,623 | |
| | NON-TECH SALARIES | $25,000 | |
| | A & E FEES | $10,000 | |
| | NON-DWELL EQUIP | $17,474 | |
| | MAINT VAN | $18,577 | |
| | RELOCATION | $10,000 | |
| | | $372,544 | |
| | Total CFP Estimated Cost | $656,229 | |

| Activities for Year: 4<br>FFY Grant: 2008<br>PHA FY: 2009 | | | Activities for Year: 5<br>FFY Grant: 2009<br>PHA FY: 2010 | | |
|---|---|---|---|---|---|
| Development Number/Name | Major Work Categories | Estimated Cost | Development Number/Name | Major Work Categories | Estimated Cost |
| 25-01 Lincoln Square | GARBAGE RM ROOF | $7,300 | 25-01 Lincoln Square | EXT SURV CAMERAS | $7,300 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | LANDSCP/SITE WORK | $1,500 | | INT. PARCEL MAIL BX | $1,500 |
| | | EXT SECURITY LIGHT | $2,400 | | ACCORD DOOR/COMM | $4,400 |
| | | PLUMBING/FIXTURES | $2,000 | | INTERIOR LIGHTING | $6,000 |
| See | | INTERIOR LIGHTING | $6,000 | | APPLIANCES | $2,000 |
| | | APPLIANCES | $2,000 | | | |
| | | | $21,200 | | | $21,200 |
| Annual | 25-02 Washington Square | WALKS/CURBS | $2,000 | 25-02 Washington Sq. | DINING TABLES | $3,000 |
| | | FLOORING | $5,000 | | EXT LIGHT/GARDEN AREA | $2,000 |
| Statement | | APPLIANCES | $5,000 | | INT PAINT/COMM AREA | $5,000 |
| | | EXTERIOR PAINT | $1,500 | | YARD BENCH/TABLE | $2,000 |
| | | | $13,500 | | LOCKSET UPGRADES | $1,500 |
| | | | | | | $13,500 |
| | 25-03 Chuckanut Square | COMMON AREA WIN | $19,200 | 25-03 Chuckanut Sq | REPLACE AWNING | $6,000 |
| | | | | | YARD BENCH/TABLE | $2,000 |
| | | | | | LOBBY BENCHES | $2,000 |
| | | | | | PLUMB FIX/LAUNDRY SINK | $2,000 |
| | | | | | PAINT INT TRIM | $7,200 |
| | | | $19,200 | | | $19,200 |
| | 25-04 Parkway Homes | SIDEWALKS | $3,000 | 25-04 Parkway Homes | SIDEWALKS | $3,000 |
| | | REPAIR/STRIPE LOT | $1,000 | | REPAIR/STRIP PK LOT | $1,000 |
| | | LANDSCP/SITE WORK | $3,000 | | LANDSCAP/SITE WORK | $3,000 |
| | | FENCING | $1,617 | | FENCING | $1,617 |
| | | EXTERIOR PAINT | $1,900 | | EXTERIOR PAINT | $1,900 |
| | | APPLIANCES | $2,000 | | APPLIANCES | $2,000 |
| | | | $12,517 | | | $12,517 |
| | 25-05 Falls Park Homes | REPAIR/STRIPE LOT | $9,000 | 25-05 Falls Park Homes | FLOORING | $7,000 |
| | | FLOORING | $7,000 | | APPLIANCES | $4,000 |
| | | APPLIANCES | $4,000 | | EXTERIOR PAINT | $4,000 |
| | | EXTERIOR PAINT | $4,000 | | INTERIOR REMODEL | $83,864 |
| | | INTERIOR REMODEL | $71,864 | | | |
| | | | $95,864 | | | $98,864 |

| Activities for Year: 4 (cont'd) | | | | Activities for Year: 5 (cont'd) | | |
|---|---|---|---|---|---|---|
| | Development Number/Name | Major Work Categories | Estimated Cost | Development Number/Name | Major Work Categories | Estimated Cost |
| | 25-06 Texas Meadows | WALKS/CURBS | $2,500 | 25-06 Texas Meadows | WALKS/CURBS | $2,500 |
| | | EXTERIOR PAINT | $4,070 | | EXTERIOR PAINT | $4,070 |
| See | | | $6,570 | | | $6,570 |
| | 25-07 Hillside Homes | SIDEWALKS/CURBS | $2,500 | 25-07 Hillside Homes | SIDEWALKS/CURBS | $2,500 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | REPAIR/STRIPE LOT | $1,000 | | REPAIR/STRIPE PK LOT | $1,000 |
| | | LANDSCAPE/SITE WORK | $1,500 | | LANDSCAPE/SITE WORK | $1,500 |
| Annual | | FLOORING | $2,500 | | FLOORING | $2,500 |
| | | EXT SECURITY LIGHTING | $2,200 | | EXT SECURITY LIGHTING | $2,200 |
| Statement | | PLUMBING/FIXTURES | $1,000 | | PLUMBING/FIXTURES | $1,000 |
| | | EXTERIOR PAINT | $4,700 | | EXTERIOR PAINT | $13,700 |
| | | | $15,400 | | | $24,400 |
| | 25-10 Scattered Sites | WALKS/CURBS | $2,500 | 25-10 Scattered Sites | WALKS/CURBS | $2,500 |
| | | LANDSCAPE/SITE WORK | $1,500 | | LANDSCAPE/SITE WORK | $1,500 |
| | | FLOORING | $7,500 | | FLOORING | $7,500 |
| | | EXT SECURITY LIGHTING | $1,200 | | EXT SECURITY LIGHTING | $1,200 |
| | | PLUMBING/FIXTURES | $1,000 | | PLUMBING/FIXTURES | $1,000 |
| | | INTERIOR LIGHTING | $1,000 | | INTERIOR LIGHTING | $1,000 |
| | | ROOFS | $2,500 | | ROOFS | $2,500 |
| | | INTEROR REMODEL | $73,353 | | INTERIOR REMODEL | $73,353 |
| | | INTERIOR PAINT | $3,000 | | INTERIIOR PAINT | $3,000 |
| | | FENCING | $2,881 | | FENCING | $2,881 |
| | | GARAGE DOORS (2) | $3,000 | | GARAGE DOORS (2) | $3,000 |
| | | | $99,434 | | | $99,434 |
| | 25-15 Trailside | NONE | $0 | 15-15 Trailside | NONE | $0 |
| | | | $0 | | | $0 |
| | HA-Wide | COMMUNITY SAFETY | $50,525 | HA-Wide | COMMUNITY SAFETY | $50,525 |
| | | RES. SERVICE COORD. | $21,000 | | RES SERVICE COORD | $21,000 |
| | | COMPUTER SOFTWARE | $1,599 | | COMPUTER SOFTWARE | $1,599 |
| | | STAFF TRAINING | $1,500 | | STAFF TRAINING | $1,500 |
| | | OPERATIONS | $136,997 | | OPERATIONS | $136,997 |
| | | COMPUTER HARDWARE | $5,000 | | COMPUTER HARDWARE | $5,000 |
| | | ADMIN/SUNDRY | $68,499 | | ADMIN/SUNDRY | $68,499 |
| | | NON-TECH SALARIES | $25,000 | | NON-TECH SALARIES | $25,000 |
| | | A & E FEES | $10,000 | | A & E FEES | $10,000 |
| | | NON-DWELL EQUIP | $32,424 | | NON-DWELLING EQUIP | $32,424 |
| | | MAINT VAN | $20,000 | | MAINT VAN | $20,000 |
| | | | $372,544 | | | $372,544 |
| | | Total CFP Estimated Cost | $656,229 | | Total CFP Estimated Cost | $656,229 |

# CAPITAL FUND PROGRAM

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

| PHA Name | Grant Type and Number | | FFY of Grant Approval |
|---|---|---|---|
| **HOUSING AUTHORITY OF THE CITY OF BELLINGHAM** | Capital Fund Program Grant No. | **WA19P02550102** | **2002** |
| | Replacement Housing Factor Grant No. | | |

__Original Annual Statement ___ Reserves for Disasters/Emergencies _X_ Revised Annual Statement (revision no 4 )
_X_ Performance and Evaluation Report for Period Ending: 3/31/05 ___ Final Performance and Evaluation Report

| Line No. | Summary by Development Account | Total Estimated Costs | | Total Actual Costs | |
|---|---|---|---|---|---|
| | | Original | Revised | Obligated | Expended |
| 1 | Total Non-CFP Funds | $0.00 | $0.00 | $0.00 | $0.00 |
| 2 | 1406 Operations | $136,997.00 | $136,997.00 | $136,997.00 | $136,997.00 |
| 3 | 1408 Management Improvements | $64,599.00 | $64,599.03 | $64,599.03 | $64,599.03 |
| 4 | 1410 Administration | $93,499.00 | $93,499.00 | $93,499.00 | $93,499.00 |
| 5 | 1411 Audit | $0.00 | $0.00 | $0.00 | $0.00 |
| 6 | 1415 Liquidated Damages | $0.00 | $0.00 | $0.00 | $0.00 |
| 7 | 1430 Fees and Costs | $0.00 | $0.00 | $0.00 | $0.00 |
| 8 | 1440 Site Acquisition | $0.00 | $0.00 | $0.00 | $0.00 |
| 9 | 1450 Site Improvement | $5,200.00 | $6,503.19 | $2,178.31 | $2,178.31 |
| 10 | 1460 Dwelling Structures | $362,204.00 | $362,711.06 | $359,315.01 | $357,380.01 |
| 11 | 1465.1 Dwelling Equipment-Nonexpendable | $17,987.00 | $17,245.00 | $12,245.00 | $8,987.00 |
| 12 | 1470 Nondwelling Structures | $0.00 | $0.00 | $0.00 | $0.00 |
| 13 | 1475 Nondwelling Equipment | $0.00 | $0.00 | $0.00 | $0.00 |
| 14 | 1485 Demolition | $0.00 | $0.00 | $0.00 | $0.00 |
| 15 | 1490 Replacement Reserve | $0.00 | $0.00 | $0.00 | $0.00 |
| 16 | 1492 Moving to Work Demonstration | $0.00 | $0.00 | $0.00 | $0.00 |
| 17 | 1495.1 Relocation Costs | $4,500.00 | $3,431.72 | $3,431.72 | $3,431.72 |
| 18 | 1499 Development Activities | $0.00 | $0.00 | $0.00 | $0.00 |
| 19 | 1501 Collaterization or Debt Service | $0.00 | $0.00 | $0.00 | $0.00 |
| 20 | 1502 Contingency | $0.00 | $0.00 | $0.00 | $0.00 |
| 21 | Amount of Annual Grant (Sum of lines 2-20) | $684,986.00 | $684,986.00 | $672,265.07 | $667,072.07 |
| 22 | Amount of line 21 Related to LBP Activities | | | | |
| 23 | Amount of line 21 Related to Section 504 compliance | | | | |
| 24 | Amount of line 21 Related to Security - Soft Costs | | | | |
| 25 | Amount of Line 21 Related to Security - Hard Costs | $1,200.00 | $1,000.00 | $178.31 | $178.31 |
| 26 | Amount of line 21 Related to Energy Conservation Measures | | | | |

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

| PHA Name: | Grant Type and Number | Federal FY of Grant: |
|---|---|---|
| **Bellingham Housing Authority** | Capital Fund Program Grant No: **WA19P02550102**<br>Replacement Housing Factor Grant No: | **2002** |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| PHA Wide WA025 | OPERATIONS | 1406 | | **136,997.00** | **136,997.00** | **136,997.00** | **136,997.00** | |
| Management | COMMUNITY SAFETY | 1408 | | 35,500.00 | 35,500.00 | 35,500.00 | 35,500.00 | COMPLETE |
| | RESIDENT SERVICES COORD | 1408 | | 21,000.00 | 21,000.00 | 21,000.00 | 21,000.00 | COMPLETE |
| | COMPUTER SOFTWARE | 1408 | | 6,599.00 | 6,599.03 | 6,599.03 | 6,599.03 | COMPLETE |
| | STAFF TRAINING | 1408 | | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | COMPLETE |
| | **TOTAL MANAGEMENT** | | | **64,599.00** | **64,599.03** | **64,599.03** | **64,599.03** | |
| Admin | ADMIN SALARIES | 1410.01 | | 55,439.58 | 55,439.58 | 55,439.58 | 55,439.58 | COMPLETED |
| | NON-TECH SALARIES-Inspector (exempt from 10% limit) | 1410.02 | | 17,750.00 | 17,750.00 | 17,750.00 | 17,750.00 | COMPLETED |
| | BENEFITS | 1410.09 | | 12,859.42 | 12,859.42 | 12,859.42 | 12,859.42 | COMPLETED |
| | BENEFITS - Inspector (exempt from 10% limit) | 1410.09 | | 7,250.00 | 7,250.00 | 7,250.00 | 7,250.00 | COMPLETED |
| | SUNDRY | 1410.19 | | 200.00 | 200.00 | 200.00 | 200.00 | COMPLETED |
| | **TOTAL ADMIN** | | | **93,499.00** | **93,499.00** | **93,499.00** | **93,499.00** | |
| PHA WIDE | RELOCATION | 1495 | | 4,500.00 | 3,431.72 | 3,431.72 | 3,431.72 | COMPLETE |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | | | | | | | | |
| | | | | **4,500.00** | **3,431.72** | **3,431.72** | **3,431.72** | |
| | | | | | | | | |
| | **TOTAL PHA WIDE** | | | **299,595.00** | **298,526.75** | **298,526.75** | **298,526.75** | |
| LINCOLN SQUARE WA001 | FLOOR ING | 1460 | | 2,995.00 | 2,995.00 | 1,995.00 | 1,995.00 | |
| | APPLIANCES | 1465 | | 1,000.00 | 1,000.00 | 0.00 | 0.00 | |
| | | | | **3,995.00** | **3,995.00** | **1,995.00** | **1,995.00** | |
| WASH SQ WA002 | FLOORING | 1460 | | 1,500.00 | 500.00 | 0.00 | 0.00 | |
| | APPLIANCES | 1465 | | 1,000.00 | 1,000.00 | 0.00 | 0.00 | |
| | | | | **2,500.00** | **1,500.00** | **0.00** | **0.00** | |
| CHUCK SQ WA003 | EXT SECURITY LIGHT | 1450 | | 1,200.00 | 1,000.00 | 178.31 | 178.31 | |
| | FLOORING | 1460 | | 1,500.00 | 500.00 | 0.00 | 0.00 | |
| | SMOKE DETECTORS | 1460 | | 8,876.70 | 8,876.70 | 8,876.70 | 8,876.70 | COMPLETE |
| | APPLIANCES | 1465 | | 1,000.00 | 1,000.00 | 0.00 | 0.00 | |
| | | | | **12,576.70** | **11,376.70** | **9,055.01** | **9,055.01** | |
| PARKWAY HOMES WA004 | FLOORING | 1460 | | 2,770.03 | 2,770.03 | 2,770.03 | 2,770.03 | COMPLETE |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | APPLIANCES | 1465 | | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | COMPLETE |
| | | | | **3,770.03** | **3,770.03** | **3,770.03** | **3,770.03** | |
| FALLS PK HOMES WA005 | FLOORING | 1460 | | 3,000.00 | 3,000.00 | 1,603.95 | 1,603.95 | |
| | APPLIANCES | 1465 | | 2,000.00 | 1,629.00 | 1,629.00 | 0.00 | |
| | | | | **5,000.00** | **4,629.00** | **3,232.95** | **1,603.95** | |
| TEXAS MEADOWS WA006 | REMODEL INTERIORS | 1460 | | 295,020.39 | 295,020.39 | 295,020.39 | 295,020.39 | COMPLETE |
| | SIGNAGE | 1450 | | 0.00 | 1,590.00 | 0.00 | 0.00 | |
| | APPLIANCES | 1465 | | 7,987.00 | 7,987.00 | 7,987.00 | 7,987.00 | COMPLETE |
| | PAINT EXTERIORS | 1460 | | 17,197.74 | 11,270.15 | 11,270.15 | 11,270.15 | COMPLETE |
| | | | | **320,205.13** | **315,867.54** | **314,277.54** | **314,277.54** | |
| HILLSIDE HOMES WA007 | FENCING | 1450 | | 2,000.00 | 1,913.19 | 0.00 | 0.00 | |
| | SMOKE DETECTORS | 1460 | | 9,747.97 | 15,409.50 | 15,409.50 | 15,409.50 | COMPLETE |
| | APPLIANCES | 1465 | | 2,000.00 | 2,000.00 | 0.00 | 0.00 | |
| | | | | **13,747.97** | **19,322.69** | **15,409.50** | **15,409.50** | |
| SCAT SITES WA010 | FENCES | 1450 | | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | COMPLETE |
| | FLOORING | 1460 | | 5,463.19 | 5,463.19 | 5,463.19 | 5,463.19 | COMPLETE |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | SMOKE DETECTORS | 1460 | | 12,132.98 | 14,971.10 | 14,971.10 | 14,971.10 | COMPLETE |
| | APPLIANCES | 1465 | | 2,000.00 | 1,629.00 | 1,629.00 | 0.00 | |
| | | | | **21,596.17** | **24,063.29** | **24,063.29** | **22,434.29** | |
| TRAILSIDE WA015 | EXTERIOR PAINT | 1460 | | 2,000.00 | 1,935.00 | 1,935.00 | 0.00 | |
| | | | | **2,000.00** | **1,935.00** | **1,935.00** | **0.00** | |
| | **TOTAL PHYSICAL** | | | **385,391.00** | **386,459.25** | **373,738.32** | **368,545.32** | |
| | **TOTAL CAPITAL FUND GRANT** | | | **684,986.00** | **684,986.00** | **672,265.07** | **667,072.07** | |

| Development Number Name/HA-Wide Activities | All Fund Obligated (Quarter Ending Date) | | | All Funds Expended (Quarter Ending Date) | | | Reasons for Revised Target Dates |
|---|---|---|---|---|---|---|---|
| | Original | Revised | Actual | Original | Revised | Actual | |
| 025-1 Lincoln Square | 9/30/2004 | | | 9/30/2006 | | | |
| 025-2 Washington Sq. | 9/30/2004 | | | 9/30/2006 | | | |
| 025-3 Chuckanut Sq. | 9/30/2004 | | | 9/30/2006 | | | |
| 025-4 Parkway Homes | 9/30/2004 | | 9/30/2004 | 9/30/2006 | | 9/30/2004 | |
| 025-5 Falls Park Homes | 9/30/2004 | | | 9/30/2006 | | | |
| 025-6 Texas Meadows | 9/30/2004 | | | 9/30/2006 | | | |
| 25-010 Scattered Sites | 9/30/2004 | | | 9/30/2006 | | | |
| 25-15 Trailside | 9/30/2004 | | | 9/30/2006 | | | |
| Operations | 10/31/2003 | | | 10/31/2003 | | | |
| Management | 9/30/2004 | | 9/30/2004 | 9/30/2006 | | 9/30/2004 | |
| Relocation | 9/30/2004 | | 3/31/2004 | 9/30/2006 | | 3/31/2004 | |

**Component 7**

**ATTACHMENT D: (wa025d01)**

# CAPITAL FUND PROGRAM

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

| PHA Name | Grant Type and Number | | FFY of Grant Approval |
|---|---|---|---|
| **BELLINGHAM HOUSING AUTHORITY** | Capital Fund Program Grant No. | **WA19P02550103** | **2003** |
| | Replacement Housing Factor Grant No. | | |

___Original Annual Statement ___ Reserves for Disasters/Emergencies _X_ Revised Annual Statement (revision # _3_ )
_X_ Performance and Evaluation Report for Period Ending: 3/31/05 ___ Final Performance and Evaluation Report

| Line No. | Summary by Development Account | Total Estimated Costs Original | Total Estimated Costs Revised | Total Actual Costs Obligated | Total Actual Costs Expended |
|---|---|---|---|---|---|
| 1 | Total Non-CIAP Funds | | | | |
| 2 | 1406 Operations | $109,436.00 | $109,436.00 | $109,436.00 | $109,436.00 |
| 3 | 1408 Management Improvements | $72,096.00 | $72,096.00 | $72,096.00 | $72,096.00 |
| 4 | 1410 Administration | $74,688.00 | $74,688.00 | $73,888.00 | $73,888.00 |
| 5 | 1411 Audit | $0.00 | $0.00 | $0.00 | $0.00 |
| 6 | 1415 Liquidated Damages | $0.00 | $0.00 | $0.00 | $0.00 |
| 7 | 1430 Fees and Costs | $7,988.00 | $8,282.00 | $8,093.80 | $93.80 |
| 8 | 1440 Site Acquisition | $0.00 | $0.00 | $0.00 | $0.00 |
| 9 | 1450 Site Improvement | $10,785.00 | $10,686.00 | $5,036.10 | $5,036.10 |
| 10 | 1460 Dwelling Structures | $205,925.00 | $208,537.00 | $11,398.09 | $7,818.46 |
| 11 | 1465.1 Dwelling Equipment-Nonexpendable | $12,382.00 | $11,270.00 | $2,510.00 | $2,510.00 |
| 12 | 1470 Nondwelling Structures | $0.00 | $0.00 | $0.00 | $0.00 |
| 13 | 1475 Nondwelling Equipment | $50,684.00 | $50,684.00 | $50,684.00 | $50,684.00 |
| 14 | 1485 Demolition | $0.00 | $0.00 | $0.00 | $0.00 |
| 15 | 1490 Replacement Reserve | $0.00 | $0.00 | $0.00 | $0.00 |
| 16 | 1492 Moving to Work Demonstration | $0.00 | $0.00 | $0.00 | $0.00 |
| 17 | 1495.1 Relocation Costs | $3,195.00 | $1,500.00 | $0.00 | $0.00 |
| 18 | 1499 Development Activities | $0.00 | $0.00 | $0.00 | $0.00 |
| 19 | 1501 Collaterization or Debt Service | | | | |
| 20 | 1502 Contingency | | | | |
| 21 | Amount of Annual Grant (Sum of lines 2-20) | $547,179.00 | $547,179.00 | $333,141.99 | $321,562.36 |
| 22 | Amount of line 21 Related to LBP Activities | $0.00 | $0.00 | $0.00 | $0.00 |
| 23 | Amount of line 21 Related to Section 504 compliance | $0.00 | $0.00 | $0.00 | $0.00 |
| 24 | Amount of line 21 Related to Security - Soft Costs | $157,967.00 | $156,566.00 | $154,077.80 | $146,077.80 |
| 25 | Amount of Line 21 Related to Security - Hard Costs | $389,212.00 | $390,613.00 | $179,064.19 | $175,484.56 |
| 26 | Amount of line 21 Related to Energy Conservation Measures | $0.00 | $0.00 | $0.00 | $0.00 |

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

| PHA Name: | Grant Type and Number | Federal FY of Grant: |
|---|---|---|
| **Bellingham Housing Authority** | Capital Fund Program Grant No: **WA19P02550103**<br>Replacement Housing Factor Grant No: | **2003** |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| LINCOLN SQUARE 25-1 | RE-ROOF | 1460 | 100% | 126,915.00 | 129,527.00 | 0.00 | 0.00 | |
| | FLOORING | 1460 | | 1,997.00 | 1,997.00 | 0.00 | 0.00 | |
| | SECURITY LIGHTING | 1450 | | 1,598.00 | 1,598.00 | 341.10 | 341.10 | |
| | APPLIANCES | 1465 | | 2,396.00 | 1,284.00 | 1,284.00 | 1,284.00 | |
| | | | | **132,906.00** | **134,406.00** | **1,625.10** | **1,625.10** | |
| WASHINGTON SQUARE 25-2 | FLOORING | 1460 | | 1,198.00 | 1,198.00 | 0.00 | 0.00 | |
| | APPLIANCES | 1465 | | 1,598.00 | 1,598.00 | 330.00 | 330.00 | |
| | GROUNDS BENCHES | 1450 | | 1,598.00 | 1,575.00 | 1,575.00 | 1,575.00 | |
| | | | | **4,394.00** | **4,371.00** | **1,905.00** | **1,905.00** | |
| CHUCKANUT SQUARE 25-3 | FLOORING | 1460 | | 1,997.00 | 1,997.00 | 0.00 | 0.00 | |
| | APPLIANCES | 1465 | | 1,198.00 | 1,198.00 | 0.00 | 0.00 | |
| | LANDSCAPE/BENCHES | 1450 | | 1,598.00 | 1,575.00 | 1,575.00 | 1,575.00 | |
| | | | | **4,793.00** | **4,770.00** | **1,575.00** | **1,575.00** | |
| PARKWAY HOMES 25-4 | FLOORING | 1460 | | 3,195.00 | 3,195.00 | 1,762.80 | 0.00 | |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | INTERIOR REMODEL | 1460 | | 52,298.00 | 52,298.00 | 4.50 | 4.50 | |
| | PAINT EXTERIOR | 1460 | | 4,826.00 | 4,826.00 | 0.00 | 0.00 | |
| | APPLIANCES | 1465 | | 1,598.00 | 2,302.15 | 896.00 | 896.00 | |
| | | | | **61,917.00** | **62,621.15** | **2,663.30** | **900.50** | |
| FALLS PARK HOMES 25-5 | FLOORING | 1460 | | 2,396.00 | 1,911.58 | 1,911.58 | 1,911.58 | |
| | PLUMBING/FIXTURES | 1460 | | 399.00 | 399.00 | 0.00 | 0.00 | |
| | APPLIANCES | 1465 | | 2,396.00 | 1,691.85 | 0.00 | 0.00 | |
| | LANDSCAPE/SITE WORK | 1450 | | 399.00 | 399.00 | 0.00 | 0.00 | |
| | | | | **5,590.00** | **4,401.43** | **1,911.58** | **1,911.58** | |
| TEXAS MEADOWS 25-6 | SECURITY LIGHTING | 1450 | | 1,598.00 | 1,598.00 | 0.00 | 0.00 | |
| | | | | **1,598.00** | **1,598.00** | **0.00** | **0.00** | |
| HILLSIDE HOMES 25-7 | APPLIANCES | 1465 | | 1,598.00 | 1,598.00 | 0.00 | 0.00 | |
| | FENCING | 1450 | | 2,396.00 | 2,396.00 | 0.00 | 0.00 | |
| | | | | **3,994.00** | **3,994.00** | **0.00** | **0.00** | |
| SCATTERED SITES 25-10 | FLOORING | 1460 | | 5,192.00 | 6,176.59 | 5,902.38 | 5,902.38 | |
| | EXTERIOR SIDING | 1460 | | 3,195.00 | 3,195.00 | 0.00 | 0.00 | |
| | FENCING | 1450 | | 1,598.00 | 1,545.00 | 1,545.00 | 1,545.00 | |
| | APPLIANCES | 1465 | | 1,598.00 | 1,598.00 | 0.00 | 0.00 | |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | | | | **11,583.00** | **12,514.59** | **7,447.38** | **7,447.38** | |
| TRAILSIDE 25-15 | FLOORING | 1460 | | 2,317.00 | 1,816.83 | 1,816.83 | 0.00 | |
| | | | | **2,317.00** | **1,816.83** | **1,816.83** | **0.00** | |
| | **TOTAL PHYSICAL WORK** | | | **229,092.00** | **230,493.00** | **18,944.19** | **15,364.56** | |
| HA-WIDE | OPERATIONS | 1406 | | 109,436.00 | 109,436.00 | 109,436.00 | 109,436.00 | |
| | COMMUNITY SAFETY | 1408 | | 48,852.00 | 48,852.00 | 48,852.00 | 48,852.00 | |
| | RES. SERVICE COORD | 1408 | | 16,775.00 | 16,775.00 | 16,775.00 | 16,775.00 | |
| | COMPUTER SOFTWARE | 1408 | | 5,271.00 | 5,271.00 | 5,271.00 | 5,271.00 | |
| | STAFF TRAINING | 1408 | | 1,198.00 | 1,198.00 | 1,198.00 | 1,198.00 | |
| | ADMIN SALARIES | 1410.01 | | 40,778.00 | 40,778.00 | 40,778.00 | 40,778.00 | |
| | BENEFITS | 1410.09 | | 13,140.00 | 12,547.50 | 12,547.50 | 12,547.50 | |
| | SUNDRY | 1410.19 | | 800.00 | 800.00 | 0.00 | 0.00 | |
| | NON-TECH SALARIES (NOT INCLUDED IN 10%) | 1410.02 | | 15,103.00 | 15,695.50 | 15,695.50 | 15,695.50 | |
| | NON-TECH BENEFITS (NOT INCLUDED IN 10%) | 1410.09 | | 4,867.00 | 4,867.00 | 4,867.00 | 4,867.00 | |
| | A & E FEES | 1430 | | 7,988.00 | 8,282.00 | 8,093.80 | 93.80 | |
| | NON-DWELLING EQUIP | 1475 | | 34,708.00 | 27,715.85 | 27,715.85 | 27,715.85 | |
| | MAINTENANCE VAN | 1475 | | 15,976.00 | 22,968.15 | 22,968.15 | 22,968.15 | |
| | COMPUTER HARDWARE | 1475 | | 0.00 | 0.00 | 0.00 | 0.00 | |
| | RELOCATION | 1495 | | 3,195.00 | 1,500.00 | 0.00 | 0.00 | |
| | | | | **318,087.00** | **316,686.00** | **314,197.80** | **306,197.80** | |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | | | | | | | | |
| | **TOTAL GRANT** | | | **547,179.00** | **547,179.00** | **333,141.99** | **321,562.36** | |

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

| PHA Name: | Grant Type and Number | Federal FY of Grant: |
|---|---|---|
| **BELLINGHAM HOUSING AUTHORITY** | Capital Fund Program No.: **WA19P02550103**<br>Replacement Housing Factor No.: | **2003** |

| Development Number Name/HA-Wide Activities | All Fund Obligated (Quarter Ending Date) | | | All Funds Expended (Quarter Ending Date) | | | Reasons for Revised Target Dates |
|---|---|---|---|---|---|---|---|
| | Original | Revised | Actual | Original | Revised | Actual | |
| LINCOLN SQ. 25-1 | 9/16/2005 | 9/16/2005 | | 9/16/2007 | 9/16/2007 | | |
| WASHINGTON SQ 25-2 | 9/16/2005 | 9/16/2005 | | 9/16/2007 | 9/16/2007 | | |
| CHUCKANUT SQ 25-3 | 9/16/2005 | 9/16/2005 | | 9/16/2007 | 9/16/2007 | | |
| PARKWAY HMS 25-4 | 9/16/2005 | 9/16/2005 | | 9/16/2007 | 9/16/2007 | | |
| FALLS PARK HMS 25-5 | 9/16/2005 | 9/16/2005 | | 9/16/2007 | 9/16/2007 | | |
| TEXAS MEADOWS 25-6 | 9/16/2005 | 9/16/2005 | | 9/16/2007 | 9/16/2007 | | |
| HILLSIDE HOMES 25-7 | 9/16/2005 | 9/16/2005 | | 9/16/2007 | 9/16/2007 | | |
| SCATTERED SITES 25-10 | 9/16/2005 | 9/16/2005 | | 9/16/2007 | 9/16/2007 | | |
| TRAILSIDE 25-15 | 9/16/2005 | 9/16/2005 | | 9/16/2007 | 9/16/2007 | | |
| OPERATIONS | 9/16/2005 | 9/16/2005 | 3/31/2004 | 9/16/2007 | 9/16/2007 | 3/31/2004 | |
| MANAGEMENT | 9/16/2005 | 9/16/2005 | 9/30/2004 | 9/16/2007 | 9/16/2007 | 3/31/2005 | |
| ADMIN | 9/16/2005 | 9/16/2005 | 9/16/2005 | 9/16/2007 | 9/16/2007 | | |
| A & E | 9/16/2005 | 9/16/2005 | | 9/16/2007 | 9/16/2007 | | |
| NON DWELL EQUIP | 9/16/2005 | 9/16/2005 | 3/31/2005 | 9/16/2007 | 9/16/2007 | 3/31/2005 | |
| RELOCATION | 9/16/2005 | 9/16/2005 | | 9/16/2007 | 9/16/2007 | | |

# CAPITAL FUND PROGRAM

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

| PHA Name | Grant Type and Number | | FFY of Grant Approval |
|---|---|---|---|
| **BELLINGHAM HOUSING AUTHORITY** | Capital Fund Program Grant No. | **WA19P02550203** | **2003** |
| | Replacement Housing Factor Grant No. | | |

___Original Annual Statement ___ Reserves for Disasters/Emergencies _X_ Revised Annual Statement (revision no 2 )
_X_ Performance and Evaluation Report for Period Ending: 3/31/05 ___ Final Performance and Evaluation Report

| Line No. | Summary by Development Account | Total Estimated Costs | | Total Actual Costs | |
|---|---|---|---|---|---|
| | | Original | Revised | Obligated | Expended |
| 1 | Total Non-CIAP Funds | | | | |
| 2 | 1406 Operations | $21,810.00 | $21,810.00 | $21,810.00 | $21,810.00 |
| 3 | 1408 Management Improvements | $12,373.00 | $12,373.00 | $12,373.00 | |
| 4 | 1410 Administration | $10,905.00 | $10,905.00 | $10,905.00 | $10,905.00 |
| 5 | 1411 Audit | $0.00 | $0.00 | $0.00 | $0.00 |
| 6 | 1415 Liquidated Damages | $0.00 | $0.00 | $0.00 | $0.00 |
| 7 | 1430 Fees and Costs | $0.00 | $0.00 | $0.00 | $0.00 |
| 8 | 1440 Site Acquisition | $0.00 | $0.00 | $0.00 | $0.00 |
| 9 | 1450 Site Improvement | $0.00 | $0.00 | $0.00 | $0.00 |
| 10 | 1460 Dwelling Structures | $56,971.00 | $56,971.00 | $0.00 | $0.00 |
| 11 | 1465.1 Dwelling Equipment-Nonexpendable | $0.00 | $0.00 | $0.00 | $0.00 |
| 12 | 1470 Nondwelling Structures | $0.00 | $0.00 | $0.00 | $0.00 |
| 13 | 1475 Nondwelling Equipment | $0.00 | $0.00 | $0.00 | $0.00 |
| 14 | 1485 Demolition | $0.00 | $0.00 | $0.00 | $0.00 |
| 15 | 1490 Replacement Reserve | $0.00 | $0.00 | $0.00 | $0.00 |
| 16 | 1492 Moving to Work Demonstration | $0.00 | $0.00 | $0.00 | $0.00 |
| 17 | 1495.1 Relocation Costs | $6,991.00 | $6,991.00 | $0.00 | $0.00 |
| 18 | 1499 Development Activities | $0.00 | $0.00 | $0.00 | $0.00 |
| 19 | 1501 Collaterization or Debt Service | $0.00 | $0.00 | $0.00 | $0.00 |
| 20 | 1502 Contingency | $0.00 | $0.00 | $0.00 | $0.00 |
| 21 | Amount of Annual Grant (Sum of lines 2-20) | $109,050.00 | $109,050.00 | $45,088.00 | $32,715.00 |
| 22 | Amount of line 21 Related to LBP Activities | | | | |
| 23 | Amount of line 21 Related to Section 504 compliance | | | | |
| 24 | Amount of line 21 Related to Security - Soft Costs | | | | |
| 25 | Amount of Line 21 Related to Security - Hard Costs | | | | |
| 26 | Amount of line 21 Related to Energy Conservation Measures | | | | |

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

| PHA Name: Housing Authority of the City of Bellingham | | Grant Type and Number<br>Capital Fund Program Grant No:<br>Replacement Housing Factor Grant No: **WA19P02550203** | | | | | **Federal FY of Grant: 2003** | |
|---|---|---|---|---|---|---|---|---|
| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| PARKWAY HOMES 25-4 | | | | | | | | |
| | INTERIOR REMODEL | 1460 | | 56,971.00 | 56,971.00 | 0.00 | 0.00 | |
| HA-WIDE | RELOCATION | 1495 | | 6,991.00 | 6,991.00 | 0.00 | 0.00 | |
| | OPERATIONS | 1406 | | 21,810.00 | 21,810.00 | 21,810.00 | 21,810.00 | |
| Management Improvements | COMMUNITY SAFETY | 1408 | | 8,148.00 | 8,148.00 | 8,148.00 | 4,445.27 | |
| | RES SERVICE COORD | 1408 | | 4,225.00 | 4,225.00 | 4,225.00 | 4,225.00 | |
| | SALARIES | 1410.01 | | 7,667.00 | 9,370.05 | 9,370.05 | 9,370.05 | |
| | BENEFITS | 1410.09 | | 3,238.00 | 1,534.95 | 1,534.95 | 1,534.95 | |
| | **TOTAL REPLACEMENT FUNDS** | | | 109,050.00 | 109,050.00 | 45,088.00 | 41,385.27 | |

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

| PHA Name: | Grant Type and Number | Federal FY of Grant: |
|---|---|---|
| **BELLINGHAM HOUSING AUTHORITY** | Capital Fund Program No.: **WA19P02550203**<br>Replacement Housing Factor No.: | **2003** |

| Development Number Name/HA-Wide Activities | All Fund Obligated (Quarter Ending Date) | | | All Funds Expended (Quarter Ending Date) | | | Reasons for Revised Target Dates |
|---|---|---|---|---|---|---|---|
| | Original | Revised | Actual | Original | Revised | Actual | |
| PARKWAY HOMES 25-4 | 2/13/2006 | | | 2/13/2008 | | | |
| MANAGEMENT | 2/13/2006 | | | 2/13/2008 | | | |
| RELOCATION | 2/13/2006 | | | 2/13/2008 | | | |

**Component 7**

# CAPITAL FUND PROGRAM

ATTACHMENT F: (wa025f01)

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

| PHA Name | Grant Type and Number | FFY of Grant Approval |
|---|---|---|
| **BELLINGHAM HOUSING AUTHORITY** | Capital Fund Program Grant No. **WA19P02550104**<br>Replacement Housing Factor Grant No. | **2004** |

___Original Annual Statement ___ Reserves for Disasters/Emergencies _X_ Revised Annual Statement (revision no _2_ )
_X_ Performance and Evaluation Report for Period Ending: _3/31/05_ _____ Final Performance and Evaluation Report

| Line No. | Summary by Development Account | Total Estimated Costs Original | Total Estimated Costs Revised | Total Actual Costs Obligated | Total Actual Costs Expended |
|---|---|---|---|---|---|
| 1 | Total Non-CIAP Funds | | | | |
| 2 | 1406 Operations | $126,739.00 | $126,739.00 | $126,739.00 | $126,739.00 |
| 3 | 1408 Management Improvements | $78,318.00 | $78,318.00 | $50,268.94 | $3,104.90 |
| 4 | 1410 Administration | $87,512.00 | $87,512.00 | $86,812.00 | $34,484.52 |
| 5 | 1411 Audit | $0.00 | $0.00 | $0.00 | $0.00 |
| 6 | 1415 Liquidated Damages | $0.00 | $0.00 | $0.00 | $0.00 |
| 7 | 1430 Fees and Costs | $9,657.00 | $9,657.00 | $0.00 | $0.00 |
| 8 | 1440 Site Acquisition | $0.00 | $0.00 | $0.00 | $0.00 |
| 9 | 1450 Site Improvement | $4,733.00 | $4,733.00 | $0.00 | $0.00 |
| 10 | 1460 Dwelling Structures | $237,873.00 | $237,873.00 | $0.00 | $0.00 |
| 11 | 1465.1 Dwelling Equipment-Nonexpendable | $9,657.00 | $9,657.00 | $0.00 | $0.00 |
| 12 | 1470 Nondwelling Structures | $0.00 | $0.00 | $0.00 | $0.00 |
| 13 | 1475 Nondwelling Equipment | $64,740.00 | $64,740.00 | $44,254.35 | $40,826.05 |
| 14 | 1485 Demolition | $0.00 | $0.00 | $0.00 | $0.00 |
| 15 | 1490 Replacement Reserve | $0.00 | $0.00 | $0.00 | $0.00 |
| 16 | 1492 Moving to Work Demonstration | $0.00 | $0.00 | $0.00 | $0.00 |
| 17 | 1495.1 Relocation Costs | $14,466.00 | $14,466.00 | $0.00 | $0.00 |
| 18 | 1499 Development Activities | $0.00 | $0.00 | $0.00 | $0.00 |
| 19 | 1501 Collaterization or Debt Service | $0.00 | $0.00 | $0.00 | $0.00 |
| 20 | 1502 Contingency | | | | |
| 21 | Amount of Annual Grant (Sum of lines 2-20) | $633,695.00 | $633,695.00 | $308,074.29 | $205,154.47 |
| 22 | Amount of line 21 Related to LBP Activities | $0.00 | $0.00 | $0.00 | $0.00 |
| 23 | Amount of line 21 Related to Section 504 compliance | | | | |
| 24 | Amount of line 21 Related to Security - Soft Costs | | | | |
| 25 | Amount of Line 21 Related to Security - Hard Costs | $966.00 | $966.00 | | |
| 26 | Amount of line 21 Related to Energy Conservation Measures | | | | |

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

| PHA Name: | Grant Type and Number | Federal FY of Grant: |
|---|---|---|
| **Bellingham Housing Authority** | Capital Fund Program Grant No: **WA19P02550104**<br>Replacement Housing Factor Grant No: | **2004** |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| LINCOLN SQUARE 25-1 | EXT STUCCO/BIRD BLK/PAINT | 1460 | 100% | 19,314.00 | 19,314.00 | 0.00 | 0.00 | |
| | COMMON AREA WINDOWS | 1460 | | 19,314.00 | 19,314.00 | 0.00 | 0.00 | |
| | CONCRETE BENCHS/TABLES | 1450 | | 1,449.00 | 1,449.00 | 0.00 | 0.00 | |
| | APPLIANCES | 1465 | | 1,931.00 | 1,931.00 | 0.00 | 0.00 | |
| | | | | **42,008.00** | **42,008.00** | **0.00** | **0.00** | |
| WASH. SQUARE 25-2 | PAINT STAIRWELLS | 1460 | | 483.00 | 483.00 | 0.00 | 0.00 | |
| | COMMON AREA FURNITURE | 1475 | | 1,931.00 | 1,931.00 | 0.00 | 0.00 | |
| | APPLIANCES | 1465 | | 966.00 | 966.00 | 0.00 | 0.00 | |
| | | | | **3,380.00** | **3,380.00** | **0.00** | **0.00** | |
| CHUCKANUT SQUARE 25-3 | | | | | | | | |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | EXT PAINT/STUCCO REPAIR | 1460 | | 64,726.00 | 64,726.00 | 0.00 | 0.00 | |
| | APPLIANCES | 1465 | | 966.00 | 966.00 | 0.00 | 0.00 | |
| | CONCRETE TABLES/BENCHES | 1450 | | 966.00 | 966.00 | 0.00 | 0.00 | |
| | | | | **66,658.00** | **66,658.00** | **0.00** | **0.00** | |
| PARKWAY HOMES 25-4 | FLOORING | 1460 | | 3,863.00 | 3,863.00 | 0.00 | 0.00 | |
| | INTERIOR REMODEL | 1460 | | 40,152.00 | 40,152.00 | 0.00 | 0.00 | |
| | EXTERIOR PAINT | 1460 | | 966.00 | 966.00 | 0.00 | 0.00 | |
| | APPLIANCES | 1465 | | 1,931.00 | 1,931.00 | 0.00 | 0.00 | |
| | NEW ENTRY & STORAGE DOORS | 1460 | | 19,314.00 | 19,314.00 | 0.00 | 0.00 | |
| | EXT LIGHT FIXTURES | 1460 | | 1,931.00 | 1,931.00 | 0.00 | 0.00 | |
| | INSTALL FALL PROTECTION | 1460 | | 11,533.00 | 11,533.00 | 0.00 | 0.00 | |
| | HOSE BIBS | 1460 | | 4,829.00 | 4,829.00 | 0.00 | 0.00 | |
| | | | | **84,519.00** | **84,519.00** | **0.00** | **0.00** | |
| FALLS PARK HOMES 25-5 | INTERIOR REMODEL | 1460 | | 29,011.00 | 29,011.00 | 0.00 | 0.00 | |
| | FALL PROTECTION | 1460 | | 9,705.00 | 9,705.00 | 0.00 | 0.00 | |
| | APPLIANCES | 1465 | | 1,931.00 | 1,931.00 | 0.00 | 0.00 | |
| | | | | **40,647.00** | **40,647.00** | **0.00** | **0.00** | |
| TEXAS MEADOWS 25-6 | EXTERIOR PAINT | 1460 | | 966.00 | 966.00 | 0.00 | 0.00 | |
| | REPLACE BARGE BOARDS | 1460 | | 4,040.00 | 4,040.00 | 0.00 | 0.00 | |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | | | | **5,006.00** | **5,006.00** | **0.00** | **0.00** | |
| HILLSIDE HOMES 25-7 | APPLIANCES | 1465 | | 966.00 | 966.00 | 0.00 | 0.00 | |
| | EXTERIOR PAINT | 1460 | | 966.00 | 966.00 | 0.00 | 0.00 | |
| | FENCING | 1450 | | 966.00 | 966.00 | 0.00 | 0.00 | |
| | | | | **2,898.00** | **2,898.00** | **0.00** | **0.00** | |
| SCATTERED SITES 25-10 | FLOORING | 1460 | | 3,863.00 | 3,863.00 | 0.00 | 0.00 | |
| | EXTERIOR SIDING | 1460 | | 2,897.00 | 2,897.00 | 0.00 | 0.00 | |
| | FENCING | 1450 | | 966.00 | 966.00 | 0.00 | 0.00 | |
| | APPLIANCES | 1465 | | 966.00 | 966.00 | 0.00 | 0.00 | |
| | | | | **8,692.00** | **8,692.00** | **0.00** | **0.00** | |
| TRAILSIDE 25-15 | LANDSCAPE/SITE WORK | 1450 | | 386.00 | 386.00 | 0.00 | 0.00 | |
| | | | | **386.00** | **386.00** | **0.00** | **0.00** | |
| | **TOTAL PHYSICAL** | | | **254,194.00** | **254,194.00** | **0.00** | **0.00** | |
| HA-WIDE | OPERATIONS | 1406 | | 126,739.00 | 126,739.00 | 126,739.00 | 126,739.00 | |
| | COMMUNITY SAFETY | 1408 | | 55,045.00 | 55,045.00 | 43,908.94 | 0.00 | |
| | RES. SERVICE COORD | 1408 | | 20,280.00 | 20,280.00 | 6,360.00 | 3,104.90 | |
| | COMPUTER SOFTWARE | 1408 | | 1,544.00 | 1,544.00 | 0.00 | 0.00 | |
| | STAFF TRAINING | 1408 | | 1,449.00 | 1,449.00 | 0.00 | 0.00 | |
| | ADMIN | 1410.01 | | 47,686.00 | 47,686.00 | 47,686.00 | 20,320.18 | |
| | BENEFITS | 1410.09 | | 14,983.00 | 14,983.00 | 14,983.00 | 4,907.06 | |

| Development Number | General Description of Major Work Categories | Development Account Number | Quantity | Total Estimated Cost | | Total Actual Cost | | Status of Work |
|---|---|---|---|---|---|---|---|---|
| | | | | Original | Revised | Funds Obligated | Funds Expended | |
| | SUNDRY | 1410.19 | | 700.00 | 700.00 | 0.00 | 0.00 | |
| | NON-TECH SALARIES | 1410.02 | | 18,371.00 | 18,371.00 | 18,371.00 | 7,161.41 | |
| | BENEFITS (non-tech benefits) | 1410.19 | | 5,772.00 | 5,772.00 | 5,772.00 | 2,095.87 | |
| | A & E FEES | 1430 | | 9,657.00 | 9,657.00 | 0.00 | 0.00 | |
| | NON-DWELLING EQUIP | 1475 | | 29,010.00 | 29,010.00 | 20,894.45 | 17,666.15 | |
| | MAINTENANCE VAN | 1475 | | 19,314.00 | 19,314.00 | 17,310.50 | 17,110.50 | |
| | GROUNDS EQUIPMENT | 1475 | | 9,657.00 | 9,657.00 | 6,049.40 | 6,049.40 | |
| | COMPUTER HARDWARE | 1475 | | 4,828.00 | 4,828.00 | 0.00 | 0.00 | |
| | RELOCATION | 1495 | | 14,466.00 | 14,466.00 | 0.00 | 0.00 | |
| | **TOTAL MANAGEMENT** | | | **379,501.00** | **379,501.00** | **308,074.29** | **205,154.47** | |
| | **TOTAL CFP** | | | **633,695.00** | **633,695.00** | **308,074.29** | **205,154.47** | |

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

| PHA Name: | Grant Type and Number | Federal FY of Grant: |
|---|---|---|
| **BELLINGHAM HOUSING AUTHORITY** | Capital Fund Program No.: **WA19P02550103**<br>Replacement Housing Factor No.: | **2004** |

| Development Number Name/HA-Wide Activities | All Fund Obligated (Quarter Ending Date) | | | All Funds Expended (Quarter Ending Date) | | | Reasons for Revised Target Dates |
|---|---|---|---|---|---|---|---|
| | Original | Revised | Actual | Original | Revised | Actual | |
| LINCOLN SQ. 25-1 | 9/16/2006 | | | 9/16/2008 | | | |
| WASHINGTON SQ 25-2 | 9/16/2006 | | | 9/16/2008 | | | |
| CHUCKANUT SQ 25-3 | 9/16/2006 | | | 9/16/2008 | | | |
| PARKWAY HMS 25-4 | 9/16/2006 | | | 9/16/2008 | | | |
| FALLS PARK HMS 25-5 | 9/16/2006 | | | 9/16/2008 | | | |
| TEXAS MEADOWS 25-6 | 9/16/2006 | | | 9/16/2008 | | | |
| HILLSIDE HOMES 25-7 | 9/16/2006 | | | 9/16/2008 | | | |
| SCATTERED SITES 25-10 | 9/16/2006 | | | 9/16/2008 | | | |
| TRAILSIDE 25-15 | 9/16/2006 | | | 9/16/2008 | | | |
| OPERATIONS | 9/16/2006 | | | 9/16/2008 | | | |
| MANAGEMENT | 9/16/2006 | | | 9/16/2008 | | | |
| A & E | 9/16/2006 | | | 9/16/2008 | | | |
| NON DWELL EQUIP | 9/16/2006 | | | 9/16/2008 | | | |
| RELOCATION | 9/16/2006 | | | 9/16/2008 | | | |

Comments of Resident Advisory Board

Attachment G. (wa025g01)

## Lincoln Square

Budget Proposals:

- Cameras that can monitor the parking lot
- Place a series of mail boxes/slots for large packages
- Accordion doors in common area kitchen for privacy when holding meetings

Concerns:

- Residents would like to be able to pay rent at a local bank
- Re-do handicap accessible door between maintenance building. The bottom has a lip and that makes wheelchair access up the ramp difficult

## Washington Square

Budget Proposals:

- Long handles on all stairwells instead of doorknobs for easier access
- Blinds placed in laundry room(they were already up, but were recently removed to install new washers)
- Large number on each floor in front of elevators
- Overhead light in garden area
- Residents would like oblong tables for dining area
- Benches and picture front on each floor in front of the elevators
- Paint kitchen, lobby and dining room a color other than white
- Outside patio furniture

Concerns:

- Residents would like to able to pay their rent at a local bank
- Clean up moss on sidewalks on eastside of building

Chuckanut Square

Budget Proposals:

- Utility sink in laundry room
- Purchase garbage cans for patio area
- Replace/repair awning on 2nd floor patio
- Purchase outside patio furniture
- Paint the outside of the building(a different color)
- Purchase a ping pong table for residents
- Change machine for laundry room

Concerns:

- Residents would like to able to pay their rent at a local bank
- Residents want benches placed on every floor in front of elevators to sit while they wait for the elevators
- Outside bench in front of building was removed and they want it back

**Attachment H. (wa025h01)**

**Definition of Substantial Deviation, Amendment or Modification to the Plan.**

A. "Substantial Deviation" from the 5-year Plan occurs when the Board of Commissioners decides that it wants to change the mission statement, goals or objectives of the 5-year Plan. Any such change will be subject to all the review and approval requirements of the original Agency Plan as per HUD regulations.

B. "Amendment or Modification" to the Annual Plan are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the plans of the agency and which requiring formal approval of the Board of Commissioners.

**Attachment I. (wa025i01)**

## Resident Member on the PHA Governing Board

1. ☒ Yes ☐ No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

A. Name of resident member(s) on the governing board: Maynard Svor

B. How was the resident board member selected: (select one)?
☐ Elected
☒ Appointed

C. The term of appointment is (include the date term expires): 5 year term to expire April 18, 2010. The incumbent will serve out the unexpired term of the previous appointee.

2. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?
☐ the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis
☐ the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.
☐ Other (explain):

3. Date of next term expiration of a governing board member: April 18, 2005

4. Name and title of appointing official(s) for governing board (indicate appointing official for the next position): City of Bellingham Mayor, Mark Asmundson.

**Attachment J. (wa025j01)**

## Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board for FY 2006: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

| | |
|---|---|
| Kristen Kuusela | Chuckanut Sq |
| Ernest Swordmaker | Chuckanut Sq. |
| | |
| Vic Isham | Lincoln Sq |
| Bob Kennedy | Lincoln Sq. |
| Joyce Tiplin | Lincoln Sq. |
| Stella Melville | Lincoln Sq. |
| | |
| Marcelle Smith | Washington Sq |
| Edna Wolfe | Washington Sq. |
| Linda Van Vliet | Washington Sq. |

These persons volunteered to be on the Resident Advisory Board by signing a form to participate in the Agency Plan for 2006. (See attached form)

**Attachment K. (wa025k01)**

# Statement of Progress in Meeting the 5-Year Plan Mission and Goals revised for 2005

**The following table reflects the progress we have made in achieving our goals and objectives:**

| **Goal One:** Expand the supply of assisted housing | |
|---|---|
| **Objective** | **Progress** |
| Apply for additional rental vouchers | No additional vouchers available to apply for in 2005. |
| Leverage private or other public funds to create additional housing opportunities | In 2002 the BHA has acquired Bridge Creek II, a 31 unit multifamily housing community that serves low income families. |
| Acquire or build units or developments | In 2003 the BHA completed the purchase Bridge Creek II. This multifamily housing community serves low income families and persons with Developmental Disabilities. The BHA purchased this property using Tax exempt bonds together with a low interest loan and grant from the State of Washington Department of Trade and Economic Development.<br><br>In 2004 BHA acquired two properties to develop 127 units of low income housing. The first property will have two phases. The first phase is Meadow Wood Townhomes, a 51 unit apartment community, 50 of the units will house low income people and will have one manager unit. Phase II will have 25 low income housing units called Meadow Wood II. Both phase will be funded using low income housing tax credits and below market interest rate loans from the State of Washington. These projects will be completed in 2006 and 2007 respectively.<br><br>BHA also acquired property to develop a 51 unit apartment community called Laurel Village, with 50 units of low income low income housing and one manager unit. Sources of financing will include low income housing tax credits and below market interest rate mortgages. Laurel Village will be completed in 2006. |

| | |
|---|---|
| | BHA has identified several building sites for future public/private partnership developments. |

| **Goal Two:** Improve the quality of assisted housing | |
|---|---|
| **Objective** | **Progress** |
| Increase customer satisfaction | BHA held meetings with public housing residents and the newly established Resident Advisory Board for the purpose of getting more resident involvement in development of the agency annual plan and to discuss other important issues. |
| Renovate or modernize public housing units | The BHA is on track with the Capital Fund Program. |

| **Goal Three:** Increase assisted housing choices | |
|---|---|
| **Objective** | **Progress** |
| Conduct outreach efforts to potential voucher landlords | The Executive Director and staff regularly participate with the private sector landlords for education and outreach. Written materials have been developed to explain BHA policies and procedures to owners and property managers. Policies have been developed to prevent tenants that have caused extensive damages to units from moving to new units with continuing assistance. |

| **Goal Four:** Provide an improved living environment | |
|---|---|
| **Objective** | **Progress** |
| Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments | The BHA will be addressing deconcentration as outlined in PIH 2001-4. |
| Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments | Ongoing. |
| Implement public housing security improvements | Ongoing. |
| Designate developments or buildings for particular resident groups (elderly, persons with disabilities) | The BHA plans to apply for the elderly designation for the public housing highrise buildings in this fiscal year. |

| **Goal Five:** Promote self-sufficiency and asset development of assisted households | |
|---|---|
| **Objective** | **Progress** |
| Provide or attract supportive services to | The BHA is currently working with the |

| | |
|---|---|
| improve assistance recipients' employability | Opportunity Council, FSS Coordinator, and Resident Services Coordinator. |
| Provide or attract supportive services to increase independence for the elderly or families with disabilities | The BHA is currently working with the Opportunity Council, FSS Coordinator, and Resident Services Coordinator. |

| **Goal Six:** Ensure equal opportunity and affirmatively further fair housing | |
|---|---|
| **Objective** | **Progress** |
| Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability | It is the policy of the Bellingham Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.<br><br>No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Bellingham Housing Authority housing programs.<br><br>To further its commitment to full compliance with applicable Civil Rights laws, the Bellingham Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Bellingham Housing Authority office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.<br><br>The Bellingham Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Bellingham Housing Authority will also assist |

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| | them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity. |
| 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 | It is the policy of the Bellingham Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.<br><br>No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Bellingham Housing Authority housing programs.<br><br>To further its commitment to full compliance with applicable Civil Rights laws, the Bellingham Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Bellingham Housing Authority office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.<br><br>The Bellingham Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Bellingham Housing Authority will also assist them in completing the form, if requested, and |

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| | will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity. |
| Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required | The BHA will meet or exceed 504 regulations. |

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| **Goal Seven***:* Continue to manage the Bellingham Housing Authority's existing public housing program in an efficient and effective manner thereby qualifying as at least a standard performer under the Public Housing Assessment System (PHAS). |
| **Progress**<br><br>The BHA was designated as a High Performer for FY 2005. |

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| **Goal Eight:** Maintain a minimum of Standard Performer for the Bellingham Housing Authority |
| **Progress**<br>The BHA is currently a High Performer. |

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| **Goal Nine:** Enhance the marketability of the Bellingham Housing Authority's high-rise public housing units for the elderly. |
| **Progress**<br>The BHA enhanced the marketability of the high-rise public housing units by installing security camera and controlled access entries at all three buildings and by landscaping improvements. BHA has also developed a marketing strategy for attracting elderly people to move into public housing. |

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| **Goal Ten:** The Bellingham Housing Authority shall maintain and enhance the physical security aspects of its buildings. |
| **Progress**<br>The BHA has installed additional security cameras at all highrise buildings and the central office, and has re-keyed all units in Chuckanut Square. In addition the BHA has installed keyless entry system that provides controlled access to each of the 3 highrises buildings. |

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| **Goal Eleven:** Manage the Bellingham Housing authority's tenant-based program in an efficient and effective manner thereby qualifying as at least a standard performer under SEMAP. |
| **Progress**<br><br>BHA is operating the tenant-based program in an efficient and effective manner. The BHA attained a rating of High Performer on its last available SEMAP score. |

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| **Goal Twelve:** The Bellingham Housing Authority shall achieve and sustain a utilization rate of 98 percent by September 30, 2002, in its tenant-based program. |
| **Progress**<br><br>In its voucher program, the BHA achieved 98 percent utilization in September 2002 and has sustained 100 percent overall utilization since October, 2002. |

**Attachment L. (wa025l01)**

# Action Plan for the PHAS Resident Survey

## OVERVIEW/BACKGROUND

The results of the Resident Service and Satisfaction Survey indicate that Bellingham Housing Authority (BHA) received a score of 72.7% under the Communications Section. As a result scores under 75%, we are required to include this RASS Follow-up Plan for our FY 2006 that commences October 1, 2005.

### Communication

BHA is developing an automated telephone messaging center to address resident calls in the leasing and maintenance departments. In the event that leasing staff person is not readily available, the resident can leave pertinent information and the staff person will respond to the call within 24 hours.

BHA will develop an informational newsletter of HA activities that will be issued to each resident monthly.

The Resident Services Manager will continue to visit each public housing development at least once a week, and a BHA staff member will continue to attempt to visit each resident at least one time each year.

Notes are made of all resident contacts whether individual or in meetings, and responses are made when a course of action is determined.

**Attachment M: (wa025m01)**

**Project-based Voucher Program**
**(As revised by Section 232)**

The Bellingham Housing Authority intends to project-base not more than 100 Section 8 vouchers. The general locations that the Bellingham Housing Authority is opening for possible areas of implementing the project-base program is as follows:

- Within the City limits of Bellingham
- Within the City limits of Ferndale
- Within the City limits of Sumas
- Within the City limits of Lynden

This action is consistent with the FY 2005 Agency Plan in the following ways:

- It is consistent with the Mission Statement for the Bellingham Housing Authority.

  *Our mission is to provide quality, affordable housing for low- and moderate-income families, elderly households, and persons with disabilities through innovative resource development and responsible stewardship of our housing and fiscal resources.*

- Expand the supply of assisted housing
- Increase assisted housing choices
- Conduct outreach efforts to potential voucher landlords
- Ensure Equal Opportunity in Housing for all Americans
- Project-basing will help the Bellingham Housing Authority meet the statutory goals of deconcentrating poverty and expanding housing and economic opportunities.
- Increase the availability of decent, safe and affordable housing.
- Increase assisted housing choice.
- Pursue housing resources other than public housing or Section 8 tenant-based assistance

If any of the locations identified above are found to be in a census tract with poverty rates at more than 20 percent, the Bellingham Housing Authority will seek an exception from HUD and/or any guidelines as adopted by HUD through the rule making process for Section 8 Project Based Voucher Program.

# RENTAL AGREEMENT

**ATTACHMENT N: (wa025n01)**

**HOUSING AUTHORITY OF THE CITY OF BELLINGHAM/WHATCOM COUNTY**

208 UNITY STREET, BELLINGHAM, WA 98225

**RESIDENT NAME** _____

**ADDRESS** _____ **UNIT NO.** _____

**PROJECT NO.** _____ **UNIT SIZE** _____ **Bedroom**

Effective Date of Agreement _____ Annual Review Date _____

Initial Rent _____ Security Deposit _____

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| Monthly ResidentTenant Rent | _____ |
| Extra Monthly Charges | _____ |
| TV Cable | _____ |
| Other | _____ |
| **Total Monthly Payments** | _____ |

*Excess utility charges are due to and collectable beginning the first day of _____ and each month thereafter

Utilities Include: Electricity ☐ Gas ☐ Garbage Collection ☐

The HOUSING AUTHORITY OF THE CITY OF BELLINGHAM (hereinafter called "BHA") or the HOUSING AUTHORITY OF WHATCOM COUNTY (hereinafter called "WCHA"), as applicable, and the person named above (hereinafter called "Resident") agree as follows:

A. The BHA/WCHA has relied upon the representations and statements made by the Resident in his/her signed application, and the Resident hereby agrees to rent from the BHA/WCHA the dwelling unit as indicated above, according to the terms and conditions herein, and the BHA/WCHA Admission and Continued Occupancy Policy which is incorporated and reference herein.

B. The only persons who will reside in the dwelling unit are the ones who are listed on the Certification/Recertification of Tenant Eligibility.

C. The RESIDENT HAS CERTIFIED THAT HE/SHE HAS RECEIVED A COPY OF THIS RENTAL AGREEMENT which consists of the foregoing and the following Sections 1 through 13, together with those policies and Addendums referenced therein and incorporated by reference, and the attachments listed below:

_____ Attachment No. 1 "Certification and Recertification of Tenant Eligibility"
_____ Attachment No. 2 Unit Inspection Report
_____ Attachment No. 3 Resident Handbook
_____ Attachment No. 4 Supplemental Agreement (Check if applicable)
_____ Attachment No. 5 Pet Agreement (check if applicable)
_____ Attachment No. 6 Addendum for ACOP Inclusion

**RESIDENT:** _____

**RESIDENT:** _____

**HOUSING AUTHORITY OF THE CITY OF BELLINGHAM WHATCOM COUNTY**

**DATE:** _____ **BY:** _____

## 1. UTILITIES

**A.** The BHA/WCHA shall furnish water, sewer and those other utilities indicated on Page 1. Resident tenant shall pay for all utilities not furnished by the BHA/WCHA, and shall pay for all other utilities or services received by the Resident tenant, unless a utility allowance is provided as set forth below.

**B.** Resident tenant may receive an allowance for utilities not furnished by the BHA/WCHA which shall be according to the Admission and Continued Occupancy Policy incorporated herein by reference. The resident shall be responsible for payment of such utilities from the effective date of this Agreement until the legal termination date.

**C.** Where heat is to be supplied by the Resident, the Resident agrees to furnish heat sufficient to prevent damage to the premises. If, for any reason, the Resident is unable to maintain sufficient heat, Resident shall immediately notify the BHA/WCHA. Resident shall pay for any damages to the unit resulting from Resident's failure to maintain sufficient heat or failure to notify the BHA/WCHA of the lack of sufficient heat due to any cause beyond the Resident's control. Written notice of such charges shall contain the Resident's right to a grievance hearing. Charges assessed shall become due and collectable two (2) weeks from the date the notice is mailed to the Resident.

**D.** The BHA/WCHA will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

## 2. TERM OF RENTAL AGREEMENT AND RENT PAYMENTS

**A.** The initial period of the rental agreement commences on the effective date of this agreement, as set forth on Page 1 above, and ends on midnight on the last day of the same calendar month. The Resident agrees to pay rent for this initial period in the amount indicated on Page 1.

**B.** Thereafter, the agreement shall automatically be renewed from month-to-month, subject only to the rights of the parties to terminate as hereinafter provided.

**C.** On or before the first day of each and every month (after the initial period), the Resident shall pay the monthly rent indicated on Page 1, plus any extra charges, for the term of the monthly agreement. If the Resident does not pay the full amount of the rent by the end of the 5th day of the month, the BHA/WCHA may collect a fee of $10.00 on the 6th day of the month. A $15.00 late processing fee will be assessed to residents who receive 14-Day Notices to pay or vacate. If the 5th of any month falls on a weekend or holiday the late fees for non-payment of rent will be assessed on the next business day.

Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment.

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of $15.00 for processing costs.

**D.** Payments shall be applied to amounts owed by the Resident in the following manner:

1. Payments shall first be applied to payment of Resident's security deposit;
2. Payments shall next be applied to any maintenance, utilities, and legal costs incurred by BHA/WCHA as a result of Resident's tenancy;
3. Payments shall next be applied to any late fees incurred by the Resident;
4. Payments shall lastly be applied to any unpaid rent owed by Resident.

**E.** Any payments of rent for any period of the tenancy accepted by the BHA/WCHA or any of it's agents shall not constitute a waiver of any breach of any term or covenant of this lease nor is the acceptance of rent a waiver or relinquishment of the right to proceed with the eviction of the Resident tenant for any breach of any term or covenant of this lease occurring prior to or after the acceptance of any rent for the same period of time within which a breach of the terms of this lease has occurred. The Resident tenant agrees, confirms and recognizes that for the convenience of the Resident and the BHA/WCHA that there may be from time to time an agent designated by the BHA/WCHA to accept rent on behalf of the BHA/WCHA.

## 3. SECURITY DEPOSIT/MAINTENANCE CHARGES

**A.** The Resident agrees to pay a Security/Damage/ Cleaning Deposit to the BHA/WCHA in the amount indicated on Page 1 above to be used only at the termination of this agreement to reimburse the BHA/WCHA for any unpaid rent, all costs for maintenance and repairs for which the Resident is responsible (excluding normal wear and tear) and any other charges owed by the

Resident, including but not limited to unpaid utility charges. The Security/Damage/Cleaning Deposit shall be deposited in an account at the U.S. Bank of Washington, located in Bellingham, Washington. Within fourteen (14) days after the date of agreement termination, the BHA/WCHA shall return to the Resident or Resident's estate, without interest, all or that portion of the Security/Damage/ Cleaning Deposit due, with a written explanation of any and all deducted charges. If the Resident or Resident's estate disputes the deducted charges, the Resident or Resident's estate shall first file a grievance pursuant to Section 11 herein, and exhaust those remedies therein prior to the commencement of any action in court.

**B.** The Resident tenant shall pay the maintenance charges as set forth in the Maintenance Schedule of Charges as adopted by the BHA/WCHA, as provided for in the Admission and Continued Occupancy Policy.

**4. <u>FLAT RENT</u>**

At the time of admission or at re-certification, the Resident may choose to have their rent based on the **flat rent** set by the BHA/WCHA or **on the formula method**, as described in Section 5 below. If the Resident chooses to have their rent based on the flat rent, then the Resident's income will be examined at least once every three (3) years.

Upon admission, and at least once every three years thereafter, the Resident agrees to furnish complete and accurate information to the BHA/WCHA for the determination of the Resident's eligibility for continued occupancy, the appropriate size of the dwelling unit, and the appropriate rent to be charged. The BHA/WCHA shall notify the Resident of the date of the redetermination which shall be made in accordance with the methods for computation of Total Resident Tenant Payment and the schedule of Income Limits set forth in the ACOP, posted and available in the BHA/WCHA office and incorporated herein by reference.

**A.** Rent as fixed herein, or as adjusted pursuant to the above, shall remain in effect for the period between regular rent redeterminations, unless during such period:

(1) Resident declares a change in circumstances, as required by the ACOP, verified in writing, which would result in a change in rent pursuant to the methods for Computation of total Resident tenant payment.

(2) Resident's rent is recomputed as a result of a Special Reexamination Schedule to occur with 30, 60, 90 or 120 days following admission or annual reexamination;

(3) If it is found that the Resident misrepresented to the BHA/WCHA the facts upon which rent is based, then the Resident shall be charged with the difference between the amount charged by BHA/WCHA and the amount that the Resident should have been charged for the full term of occupancy during which said misrepresentation resulted in a lesser rent. The sum determined shall be due and payable immediately;

(4) An adjustment is made to the utility allowance.

**B.** In the event of a rent adjustment pursuant to the above stated situations, adjustments shall become effective as follows:

(1) The BHA/WCHA shall give the Resident thirty (30) days advance notice of a rent increase. The effective date of such increase shall be the first day of the month following the end of the 30-day period, except for an increase due to a change in utility allowance;

(2) A rent decrease shall become effective the first day of the month following the date that the change was computed, except for a decrease due to a change in utility allowance;

(3) For changes in rent due to utility allowance revisions, unless otherwise directed by the Board of Commissioners, the change shall become effective the first day of the month following the date of adoption of the utility allowances by the Board of Commissioners. Residents shall receive at least sixty (60) days advance notice of any utility allowance revision and be given a thirty (30) day period to comment on the proposed revisions.

**C.** If the BHA/WCHA determines that the size of the dwelling unit is no longer appropriate to the Resident's needs, the BHA/WCHA may amend this agreement by notice to the Resident that the Resident will be required to move to another unit within the development in which the Resident lives, giving the Resident reasonable time in which to move.

**D.** If a Resident receives a notice regarding rent redetermination and or transfer to another unit then he/she may ask for an explanation which states the specific grounds for the BHA/WCHA determination. The Resident has the right to request a hearing pursuant to the Grievance Policy contained in the Admission and Continued Occupancy Policy if he/she does not agree with the BHA/WCHA's determination.

**E.** The misrepresentation by a Resident of any information required to be provided herein shall be a material breach of the lease.

**F.** The Resident shall have the continuing obligation to advise the BHA/WCHA of any change in circumstances relating to any information required to be provided herein, including income.

## 5. PREDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

At the time of admission and, thereafter, once per year, or as requested by the BHA/WCHA, the Resident agrees to furnish complete and accurate information to the BHA/WCHA for determining the Resident's eligibility for continued occupancy, the appropriate size of dwelling unit and the appropriate rent to be charged. The BHA/WCHA shall notify the Resident of the date of the re-determination that shall be made in accordance with the methods for computation of Total Resident Tenant Payment and the schedule of Income Limits set forth in the Admission and Continued Occupancy Policy, posted and available in the BHA/WCHA office and incorporated herein by reference.

**A.** Rent as fixed herein, or as adjusted pursuant to the above, shall remain in effect for the period between regular rent redeterminations, unless during such period:

(1) Resident declares a change in circumstances, as required by the Admission and Continued Occupancy Policy, verified in writing, which would result in a change in rent pursuant to the methods for Computation of total Resident rental payment.

(2) Resident's rent is recomputed as a result of a Special Reexamination Schedule to occur with 30, 60, 90 or 120 days following admission or annual reexamination;

(3) If it is found that the Resident misrepresented to the BHA/WCHA the facts upon which rent is based, then the Resident shall then be charged with the difference between the amount charged by BHA/WCHA and the amount that the Resident should have been charged for the full term of occupancy during which said misrepresentation resulted in a lesser rent. The sum determined shall be due and payable immediately;

(4) An adjustment is made to the utility allowance.

**B.** In the event of a rent adjustment pursuant to the above, adjustments shall become effective as follows:

(1) The BHA/WCHA shall give the Resident thirty (30) days advance notice of a rent increase. The effective date of such increase shall be the first day of the month following the end of the 30-day period, except for an increase due to a change in utility allowance;

(2) A rent decrease shall become effective the first day of the month following the date that the change was computed, except for a decrease due to a change in utility allowance.

(3) For changes in rent due to utility allowance revisions, unless otherwise directed by Board of Commissioners, the change shall become effective the first day of the month following the date of adoption of the utility allowances by the Board of Commissioners. Residents shall receive at least sixty (60) days advance notice of any utility allowance revision and be given a thirty (30) day period to comment on the proposed revisions.

**C.** If the BHA/WCHA determines that the size of the dwelling unit is no longer appropriate to the Resident's needs, the BHA/WCHA may amend this agreement by notice to the Resident that the Resident will be required to move to another unit within the development in which the Resident lives, giving the Resident reasonable time in which to move.

**D.** If a Resident receives a notice regarding rent redetermination and or transfer to another unit then he/she may ask for an explanation which states the specific grounds for the BHA/WCHA determination. The Resident has the right to request a hearing pursuant to the Grievance Policy contained in the Admission and Continued Occupancy Policy if he/she does not agree with the BHA/WCHA's determination.

**E.** The misrepresentation by a Resident of any information required to be provided herein shall be a material breach of the lease.

**F.** The Resident shall have the continuing obligation to advise the BHA/WCHA of any change in circumstances relating to any information required to be provided herein, including income.

**G.** A Resident, who has chosen the formula method for computation of Resident's rent, may, no more than once a year, choose that its rent be calculated based upon a flat amount set by the BHA/WCHA. If a Resident so chooses to have their rent based upon a flat amount of rent set by the BHA/WCHA then Section 4 shall apply. A Resident's decision to choose a different method for

computation of Resident's rent shall not affect BHA/WCHA's rights to terminate Resident's Rental Agreement pursuant to Section 10 of the Agreement.

## 6. RESIDENT'S RESPONSIBILITIES IN OCCUPANCY

The Resident shall comply with all rules and regulations now established or hereafter duly adopted or modified by the BHA/WCHA which include, but are not limited to the House Rules contained in the Admission and Continued Occupancy Policy, the Resident responsibilities below and other requirements set forth herein. The Resident has the duty and obligation under this lease to comply with the following, the breach of which shall constitute a material breach of the lease. :

**A. Assignment.** The Resident(s) shall not assign this agreement or sublet the premises nor shall the Resident accept a roommate without the prior written consent of BHA/WCHA;

**B. Boarders.** The Resident(s) shall not assign this agreement or sublet the premises;

**C. Private Dwelling.** The Resident(s) shall use the premises solely as a private dwelling for the Resident and Resident's household, as identified in the agreement. The Resident(s) shall have no additional individuals residing on the premises and will not permit the premises to be used for any other purposes other than as stated above;

**D. Regulations.** The Resident(s) shall abide by necessary and reasonable regulations promulgated by the BHA/WCHA for the benefit and well-being of the housing project and its residents, which shall be set forth in the Admission and Continued Occupancy Policy kept on file in the BHA/WCHA office and incorporated herein by reference, a copy of which the Resident acknowledges as having been afforded the opportunity to review, prior to agreeing to enter into this Lease;

**E. Codes.** The Resident(s) shall comply with all obligations imposed upon residents by applicable provisions of building and housing codes, including without limitation all applicable local, state and federal rules and regulations, including agency regulations materially affecting health and safety;

**F. Maintenance.** The Resident(s) shall keep the premises, dwelling equipment furnished by the BHA/WCHA for the Resident's use, and such other areas as may be assigned to the Resident for his/her exclusive use in a clean, orderly, safe condition. This shall include, but is not limited to, cleaning drapes, windows, walls, floors, cabinets, refrigerators, ranges and ovens; watering and mowing lawn areas; watering trees and shrubs; and keeping yard area neat and clean. A description of the yard area which the Resident is responsible for maintaining is furnished herewith, where applicable.

**G. Damage Report.** The Resident(s) shall report immediately to the BHA/WCHA any breakage, damage or need for repairs to the premises or equipment therein, and should promptly report any unsafe or unsanitary conditions in the common areas/grounds which may lead to damage or injury;

**H. Waste Disposal.** The Resident(s) shall dispose of all garbage, rubbish and other waste by placement into appropriate containers furnished or prescribed by BHA/WCHA and applicable local laws;

**I. Use of Equipment in Facilities.** The Resident(s) shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating systems and other equipment/appurtenances, including elevators, and shall not use any apparatus for heating except as is stated and provided by the BHA/WCHA and not without prior written consent of the BHA/WCHA;

**J. Limitation on stay of Guests/ Responsibility for Guests.** The Resident(s) shall not permit guests to stay more than fourteen (14) consecutive days per year, and a total of twenty-one (21) days per year without the prior written permission of the BHA/WCHA, nor allow others to use the dwelling unit to receive mail or store personal possessions. The Resident shall be responsible for the actions of any guest while the guest is on the premises. The Resident shall take reasonable actions, including immediately contacting the police, resident manager, and or BHA/WCHA security officer, to control or prevent a guest from acting in a manner that would be in violation of this lease or of the Admission and Continued Occupancy;

**K. Fire Hazards.** The Resident(s) shall not permit combustible material to be kept on the premises, except in an approved container, and shall take every precaution to prevent fire and or damage to the property or other Residents ;

**L. Aerials and antennae.** The Resident(s) shall not erect radio aerials or television or other antennae without the prior written consent of the BHA/WCHA;

**M. Pets.** The Resident(s) shall not keep cats, dogs, rodents, reptiles, or other pets in family housing complexes, in a manner inconsistent with the Pet Policies contained in the Admission and Occupancy Policy. . All Pets, that may be kept by Residents,

including Residents of housing projects designated for the elderly, are subject to the BHA/WCHA Pet Policy contained in the Admission and Continued Occupancy Policy, which is incorporated and to be referenced herein. . Any Resident keeping a pet of any kind for any reason, shall, in addition to complying with the Pet Policy sign a Pet Agreement prior to the Pet being allowed on the Premises.;

**N. Vehicle Parking/Towing/Abandoned Vehicles.** All Resident(s) shall park operable, passenger vehicles validly licensed in the name of the Resident only in designated areas and shall not allow guests to park in a manner which prohibits other residents from access to designated areas closest to their dwelling units. Residents shall only be allowed to park one (1) vehicle on-site, however, additional vehicles may be approved by the BHA/WCHA pursuant to the Admission and Continued Occupancy Policy. Trailers, boats, commercial vehicles, recreational vehicles, truck campers and inoperable, unlicensed or disabled passenger vehicles of any kind shall not be parked on the premises, common areas or street without prior approval of the BHA/WCHA. Inoperable, abandoned, and dangerous vehicle policies set forth in the Admission and Continued Occupancy Policy are incorporated by reference herein as a Resident obligation. Towing policies set forth in the Admission and Continued Occupancy Policy is incorporated by reference herein as a Resident obligation;

**O. Alterations and Repairs.** The Resident(s) shall make no changes, repairs or alterations to the premises and or equipment, and shall not use tacks, nails, screws or other fasteners in any part of the premises except in a manner approved by the BHA/WCHA;

**P. Paint and Wallpaper.** The Resident(s) shall not apply wallpaper or paint of any kind without the prior written approval of the BHA/WCHA;

**Q. Storage.** The Resident(s) shall not store household or personal property outside the dwelling unit, other than in designated storage facilities, without the prior written permission of the BHA/WCHA and shall store such items at the sole risk of the Resident;

**R. Damage Charges.** The Resident(s) shall pay reasonable charges for all damages to the premises and or equipment furnished with the unit (other than for normal wear and tear), except for damages resulting from floods, earthquakes, windstorms or other natural disasters; Resident(s) shall pay reasonable charges for damage to the project buildings, facilities or common areas negligently or intentionally caused by the Resident, Resident's household or guests and the said charges to be made will be according to the current schedule of charges included in the Admission and Continued Occupancy Policy posted in the BHA/WCHA office and incorporated herein by reference. Payment of all such charges shall become due and collectable the first day of the second month following the month the charges are incurred;

**S. Display Signs, Placards or Banners.** The Resident(s) shall not display signs, placards or banners of any type without the written permission of the BHA/WCHA, except for political signs which must then be removed within 48 hours after the applicable election;

**T. Cleaning premises upon Vacating.** The Resident(s) shall clean the premises and all equipment supplied to the premises during tenancy (including drapes, blinds, appliances and carpet, where furnished) immediately prior to vacating and shall return the premises to the BHA/WCHA in as clean and sanitary condition as when the Resident took possession;

**U. Conduct.** The Resident(s) shall conduct himself/herself, and cause other persons who are on the premises with Resident's consent to conduct themselves, in a manner which will not disturb the Resident's neighbors` peaceful enjoyment of their accommodations and will be conducive to maintaining the project and or neighborhood in a decent, safe and sanitary condition;

**V. Impairment of Environment.** The Resident(s) shall refrain from illegal or other activity which impairs the physical or social environment of the project or neighborhood;

**W. Waterbeds.** The Resident(s) shall not have waterbed(s) in the dwelling unit.

**X. Firearms.** The Resident(s) or the guests of resident(s) shall not discharge any firearm, pellet gun, BB gun, slingshot, bow and arrow, or any other instrument or device capable of launching a projectile of any type in, on or near the premises.

**Y. Smoking.** Smoking any product is prohibited in any BHA/WCHA interior building common area or in close proximity to entryways, exits and apartment windows of the Premises. Smoking shall only be permitted inside residential units and outside of the building structures and at least 50' feet away from any building, entryways, exits, and apartment windows. Residents who allow smoking in their units are required to keep all windows and doors

in the unit closed while smoking. No Resident or their guest shall discard any smoking products in any location other than in containers designed and intended for discarded smoking materials.

**Z. Barbecue/Grills.** The use of barbecues and grills shall only occur within designated common areas. The use of barbecues and grills in or outside of a unit or on balconies, other than designated common areas, is prohibited and constitutes a material breach of the lease.

**AA. Criminal Activity.** The Resident(s) shall not engage in any criminal activity or activity that would be considered a crime on the property or the premises, or any drug-related activity that would be considered a crime, including simple possession of any drug, on or off the premises or property. This includes but is not limited to the manufacture of methamphetamine on the premises of the BHA/WCHA. The Resident shall take all reasonable measures to prevent and stop any criminal activity or activity that would be considered a crime within a Resident's unit regardless of who engages in the activity. The Resident shall take all reasonable measures to control, including but not limited to immediate notification of the applicable police or sheriff's office, the resident manager and or the Authority's security officer of the criminal activity or activity that would be considered a crime upon learning of any such activity on the property and or premises or such drug-related activity, including simple possession or any criminal activity on the property and or premises conducted by the Resident's dependent, resident, and or guest.

**BB. Community Service Requirement.** Each adult Resident, not exempted from community service requirements, is required to contribute to eight (8) hours of community service per month to the community in which the Resident resides. Exempted Residents are those who are employed, elderly, disabled, participating in an economic self-sufficiency program, excluded from the State's work requirements, or enrolled in a qualifying state program. Residents must gain approval for exemption from BHA/WCHA. Failure to comply with the community service requirement shall constitute a breach of this Rental Agreement and shall be grounds to terminate Resident's Rental Agreement pursuant to Section 10 of this Agreement.

Refusal or repeated failure of the Resident to comply with any such rule or regulation shall be deemed a material breach of this lease and shall constitute good cause for termination of this agreement by the BHA/WCHA and for eviction of Resident in accordance with Section 9 below.

The BHA/WCHA may exempt some Residents from performing the tasks described because of age, infirmity or physical disability.

## 7. RESPONSIBILITIES OF THE HOUSING AUTHORITIES.

The responsibilities of the BHA/WCHA to the Resident shall be to:

**A.** Maintain the premises and the project in a decent, safe and sanitary condition;

**B.** Comply with requirements of applicable building codes, housing codes and HUD regulations which, materially affect health and safety;

**C.** Keep project buildings, facilities and common areas not otherwise assigned to the Resident for maintenance and upkeep in a clean and safe condition;

**D.** Make necessary repairs to the premises;

**E.** Maintain in good and safe working order/condition the electrical, plumbing, sanitary, heating, ventilating systems and other equipment/appurtenances, including elevators, which are supplied, or required to be supplied, by the BHA/WCHA**;**

**F.** Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish and other waste removed from the premises by the Resident in accordance with Section 5.H., except containers for the exclusive use of an individual Resident family;

**G.** Supply running water and, where such utilities are furnished, reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage). Heat and hot water are excepted where generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection;

**H.** Provide equivalent alternative accommodations if the dwelling unit is rendered uninhabitable when necessary repairs cannot be made in a reasonable time, but only when other BHA/WCHA units or federal funds are available; and

**I.** Reduce the Resident's rent in proportion to the seriousness of the loss in value to his dwelling unit if repairs cannot be made in a reasonable time and alternative accommodations cannot be provided; except that, no reduction in rent will be provided if the

Resident rejects alternate accommodations or if the damage was caused by the Resident, his household or their guests.

## 8. INSPECTIONS

**A. Prior to Occupancy.** The BHA/WCHA and the Resident (or his representative) shall inspect the premises prior to occupancy. Both parties shall sign a written statement describing the condition of the dwelling unit and the equipment provided. A copy of this statement shall be inserted in the Resident's file and another copy shall be given to the Resident.

**B. During Occupancy.** The Resident shall permit the BHA/WCHA to enter his dwelling with the following conditions:

(1) During reasonable hours and upon 48 hours written notification to:

(a) Perform routine housekeeping inspections and any special inspections, which may encompass any and all areas of the unit including closets;

(b) Perform necessary maintenance and make improvements and repairs; and

(c) Show the premises for purposes or re-renting the unit.

(2) At any time without advance notification when the BHA/WCHA believes an emergency exists, or when the BHA/WCHA has good cause to believe that criminal activity has or is occurring within the premises or a material violation of the lease is occurring. If the Resident of an adult member of the household is not present at the time of entry, the BHA/WCHA shall leave a written statement showing the date, time and reason for the emergency entry before departing the premises.

**C. At Agreement Termination.** At his request, the Resident, or his representative, may join the BHA/WCHA in the inspection of the dwelling unit at the time the Resident vacates. The date and time of inspections shall be designated by the BHA/WCHA.

## 9. DELIVERY OF NOTICES

Except for the notice provision in the emergency inspection procedure above, all notices to the BHA/WCHA or the Resident shall be in writing and considered delivered if handled as follows:

**A. To the Resident.** The BHA/WCHA may hand deliver its notice to the Resident or an adult member of the Resident's household residing in the dwelling unit, or send such notice via First Class mail, properly addressed to the Resident.

**B. To the BHA/WCHA.** The Resident may hand deliver his notice to the BHA/WCHA's Executive Director, or his designee, during working hours, or it may be sent by prepaid First Class mail to the Director's attention:

Bellingham /Whatcom County Housing Authorities
P.O. Box 9701
Bellingham, WA 98227-9701

## 10. TERMINATION OF RENTAL AGREEMENT

**A. By the BHA/WCHA.** If the Resident violates any term of the lease agreement or the Admission and Continued Occupancy Policy, including but not limited to failing to make payments due under the agreement or to fulfill the Resident's obligations as set forth herein, or for any other good cause, prior to commencement of unlawful detainer proceedings, it shall give the Resident:

(1) Fourteen (14) days of written notice because of non-payment of rent. If the Resident vacates the premises according to the 14-day notice, the agreement shall be terminated when the Resident vacates and returns all keys to the BHA/WCHA office, or fourteen (14) days after the date of service of the notice for nonpayment, whichever occurs later. If the resident receives (4) four 14-Day Notices for non-payment of rent in one (1) calendar year, the resident will receive thirty (30) days written notice of termination for material or repeated lease violations.

(2) A reasonable time, but not less than three (3) days, depending upon the seriousness of the situation, in case of creation or maintenance of a threat to the health or safety of other Residents or BHA/WCHA employees caused by the Resident, his household or guest, including any illegal drug related activity which shall include simple possession of marijuana or any other illegal drug.

(3) Thirty (30) days written notice if the BHA/WCHA finds that the Resident's income has increased so that it is above the approved income limits for continuing occupancy in low-rent housing and it has identified a decent, safe and sanitary dwelling unit of suitable size for possible rental by the Resident at a rent not exceeding the percentage of income being paid at the time.

(4) Thirty (30) days written notice for all other reasons unless a shorter time period is allowed by statute.

(5) Notice as provided in the Washington State Landlord Tenant Act.

(5) Notice of termination which states the reason for the termination.

If during the term of this agreement the Resident, by reason of physical or mental impairment, becomes unable to maintain the premises in a livable condition or to care for his/her physical needs or cannot make arrangements for someone to aid him, the BHA/WCHA may terminate this agreement but shall use reasonable efforts to find the Resident other suitable housing.

**B. By the Resident.** To terminate this agreement, the Resident must give the BHA/WCHA twenty (20) days written notice preceding the end of the rental month. If the Resident does not return the keys for the dwelling unit, a charge will be made for rekeying the lock, according to the schedule of charges included in the Admission and Continued Occupancy Policy incorporated herein by reference.

## 11. REFUNDS/ABANDONED PROPERTY

**A.** Any refund of rent, and or Security/Damage/Cleaning deposit due to the Resident will be mailed by the BHA/WCHA within fourteen (14) days of the date of agreement termination.

**B.** Any personal property left by the Resident after termination of residency may be stored and disposed of by the BHA/WCHA in accordance with Washington State Law. If personal property left by the Resident is stored and to be disposed of, at a minimum, the BHA/WCHA will mail a written notice to the Resident's last known address notifying him/her that specified articles are being stored by the BHA/WCHA at a specified location and that said articles are deemed abandoned and will be disposed of, without sale and without further notice within forty-five (45) days after the date of said notice unless claimed and removed by the Resident before the expiration of the forty-five (45) day period.

## 12. GRIEVANCE PROCEDURE

All grievances and appeals arising under this agreement (excluding evictions) shall be processed and resolved pursuant to the Grievance policy contained in the Admission and Continued Occupancy Policy, and any grievance procedures adopted by the BHA/WCHA, all of which shall be kept at the resident manager's office and at the BHA/WCHA Administration Office, 208 Unity Street, Bellingham, Washington, and incorporated herein by reference.

## 13. RENTAL AGREEMENT AMENDMENTS

Amendments to this rental agreement which change the monthly rent shall be signed by both parties and attached hereto as part of this agreement. The BHA/WCHA may amend its schedule of charges for services and repairs and its schedule for utility allowances, as well as its rules and regulations set forth in the Admission and Continued Occupancy Policy (incorporated herein by reference), by giving the Resident not less than thirty (30) days notice to comment. These notices will be posted in each of the housing projects.

This agreement and its incorporated references shall constitute the only agreement between the parties. Any changes to the agreement must be in writing and attached hereto, as noted above.

## 14. REPRESENTATIONS AND WAIVERS

**A**. The failure of the BHA/WCHA to insist upon the strict observance of any of the terms of this agreement, in any one or more instances, shall not be considered a waiver or relinquishment of such terms in any other instance but the same terms shall continue in full force and effect.

**B. NO WAIVER OF RIGHT TO EVICTION UPON ACCEPTANCE OF RENT FOR BREACH OF ANY TERM OF LEASE BY RESIDENT.**

Any payments of rent for any period of the tenancy accepted by the BHA/WCHA or any of the BHA/WCHA agents authorized to accept payments on behalf of the BHA/WCHA shall not constitute a waiver or relinquishment of any rights of the BHA/WCHA to require strict compliance with the terms and covenants of the lease, nor is the acceptance of rent a waiver or relinquishment of the right to proceed with the eviction of the Resident or to issue a notice to quit or notice of termination for any breach of any term or covenant of this lease occurring prior to or after the acceptance of any rent.

_____

**(RESIDENT TENANT)**

_____

**(RESIDENT TENANT)**

**15. CAPTIONS**

The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

**16. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**17. GOVERNING LAW**

This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, venue shall lie exclusively in Whatcom County, Washington, provided however, that in the event of any Resident tenant dispute other than an eviction or notice to terminate, the Resident shall first file a timely grievance as provided in the Admission and Continued Occupancy Policy and exhaust all remedies provided for therein.

**18. RESOLUTION OF CONFLICTING PROVISIONS; INTERPRETATION-NEUTRAL CONSTRUCTION.**

In the event of any conflict that arises between this Lease Agreement and any policy of the BHA/WCHA which has been incorporated by reference, the most recent document (lease agreement or policy) shall control. This lease, and all policies referenced and incorporated herein have been reviewed and approved by all parties. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor for or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

**HOUSING AUTHORITY OF**

☐ **THE CITY OF BELLINGHAM**

☐ **WHATCOM COUNTY**

**BY:** _____

**RESIDENT:** _____

**RESIDENT:** _____

**DATE:** _____

**HOUSING AUTHORITY OF**

**THE CITY OF BELLINGHAM**

**WHATCOM COUNTY**

_____

# RENTAL AGREEMENT ADDENDUM

Supplemental Agreement for Drug-Free Housing

1. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or off project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance [as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 8020].

2. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off project premises.

3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Resident or members of the household will not engage in the manufacture, sale, use, or distribution of illegal drugs at any location, whether on or off project premises or otherwise.

5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or off project premises.

6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Supplemental Agreement shall be deemed a serious violation and a material non-compliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this Supplemental Agreement and any other provisions of the Rental Agreement, the provisions of the Supplemental Agreement shall govern.

8. This Supplemental Agreement is incorporated into the Rental Agreement previously executed between Owner and Tenant effective: _____

| | |
|---|---|
| _____ | _____ |
| DATE | DATE |
| Housing Authority of:<br>☐ the City of Bellingham<br>☐ Whatcom County | _____<br>RESIDENT |
| _____ | _____ |
| BY | RESIDENT |

**Attachment P: (wa025p01)**

**Income Limits**
**Section 8 Voucher Program**

Currently, the Bellingham Housing Authority's (BHA) Section 8 Voucher Program admits families whose income does not exceed extremely low-income limits (0 – 30% of area median income) and very low-income limits (30 – 50% of area median income). The BHA is required by statute to house 75% of newly admitted families in any fiscal year to families who are extremely low-income. The BHA is adopting a policy to allow families whose income does not exceed 80%of the area median income (low-income limit) to be eligible for the Section 8 Voucher Program. This inclusion of low-income families will allow the BHA to house 25% of newly admitted families from 30% to 80% of median income.

This action is being taken due to the fact that the housing needs for the jurisdiction (the City of Bellingham) show that 6,626 families are identified as being either extremely, very-low, or low-income. Of the 6,626 families, 35% are extremely low-income, 25% are very-low income, and 40% are low-income. The high number of low-income families needs to be addressed in our community. For this reason, the BHA is allowing for low-income families to be considered eligible.

As required by regulation, the addition of low-income families in the Section 8 Voucher program must be consistent with the Consolidate Plan. The BHA believes this action is consistent based on the goals identified as follows:

The City of Bellingham has identified the following goals in the Consolidated Plan:

Goal 1: Over 5 years, enable 100 low-income households to rent market rate housing.

Strategy: Provide a subsidy mechanism to allow low-income households to obtain and maintain occupancy in market rate housing.

Generate additional housing resources for low-income households in Bellingham.

Goal 3: Over 5 years, rehabilitate 125 units of housing to improve the living conditions of low and moderate-income households residing in the City of Bellingham.

Strategy: Provide funding and technical assistance to enable low or moderate-income homeowners and renters to live in safe and decent housing.

**Attachment Q: (wa025q01)**

## Component 10 (B) Voluntary Conversion Initial Assessments

a. How many of the PHA's developments are subject to the Required Initial Assessments? 6 Developments

b. How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions (e.g., elderly and/or disabled developments not general occupancy projects)? 3 Developments

c. How many Assessments were conducted for the PHA's covered developments? 6 Assessments

d. Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments:

| Development Name | Number of Units |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

d. If the PHA has not completed the Required Initial Assessments, describe the status of these assessments: All assessments are complete.

# RENTAL AGREEMENT ADDENDUM FOR ACOP INCLUSION

Supplemental Agreement to the Rental Agreement for incorporation of Admission and Occupancy Policy ("ACOP")

The Parties identified below do hereby acknowledge and agree, and agree to clarify the Rental Agreement related to the property described below as follows:

1. On or about _____, 2003 the Authority following the required public notice did adopt a revised Admission and Occupancy Policy ("ACOP"). The Tenant identified below does hereby acknowledge the timely notification of the adoption of the ACOP and its incorporation of the ACOP into the terms and conditions of the Rental Agreement. Further, the Parties do hereby acknowledge that upon the adoption of the ACOP, the terms of the ACOP were incorporated into the existing Rental Agreement creating new rights, responsibilities and obligations of the Authority and the Tenant.

2. The ACOP provides certain rules and regulations regarding Tenant conduct and Tenant rights and responsibilities including without limitation income eligibility, continued occupancy and community service requirements, Inspection violations, pet policy violations, House Rules, trespass policy, towing policies. In addition, the ACOP provides for an informal appeal process and formal appeal process in the event that a tenant may have a dispute of any decision issue or made by the Authority its staff, and/or resident managers.

3. Copies of the ACOP are available for review and copying at the offices of the Bellingham Housing Authority located at 208 Unity Street, Bellingham, WA, and are on file and available for review at the on-site office of the resident manager for the property where the Tenant's apartment is located.

4. **VIOLATION OF THE ACOP BY THE TENANT SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this ACOP may be deemed a serious violation and a material non-compliance with the Rental Agreement by the Authority.

5. This Supplemental Agreement is incorporated into the Rental Agreement previously executed between Owner and Tenant effective: _____

| | |
|---|---|
| _____ | _____ |
| DATE | DATE |
| Housing Authority of:<br>☐ the City of Bellingham<br>☐ Whatcom County | _____<br>RESIDENT: |
| _____ | _____ |
| BY<br>TITLE: | RESIDENT:<br>ADDRESS AND APARTMENT NUMBER:<br>_____<br>_____<br>_____<br>_____<br>_____ |

**Attachment S: (wa025s01)**

## Deconcentration and Income Mixing

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

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

If yes, list these developments as follows:

| Deconcentration Policy for Covered Developments | | | |
|---|---|---|---|
| **Development Name** | **Number of Units** | **Explanation (if any) [see step 4 at 903.2(c)(1)(iv)]** | **Deconcentration Policy (if no explanation) [see step 5 at 903.2(c)(1)(v)]** |
| WA025015 | 4 | None | See ACOP |

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**Revised 6/1/05** **(wa025t01)**


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# ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Bellingham Housing Authority/Whatcom County Housing Authority's (BHA/WCHA) policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## 1.0 FAIR HOUSING

It is the policy of the BHA/WCHA to fully comply with all Federal, State and local nondiscrimination laws, the Americans with Disabilities Act, and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The BHA/WCHA shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the BHA/WCHA's programs.

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

The BHA/WCHA will assist any family that believes they have suffered illegal discrimination by providing copies of the appropriate housing discrimination forms. The BHA/WCHA will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

## 2.0 REASONABLE ACCOMMODATION

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

disabilities are not always apparent, the BHA/WCHA will ensure that all applicants/Residents are aware of the opportunity to request reasonable accommodations.

### *2.1 COMMUNICATION*

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

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

### *2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION*

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

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

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

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

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

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

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

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

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

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

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

Any request for an accommodation that would enable a Resident to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc. Provisions for reasonable accommodation requests that are temporary in duration will be reviewed annually.

## 3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The BHA/WCHA will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. Current staff resources permit assistance to non-English speaking families in Spanish and Russian and will consider providing translation of housing authority documents into Spanish and Russian upon request by an applicant or Resident.

In determining whether it is feasible to translate documents into other languages, the BHA/WCHA will consider the following factors:

Estimated cost to the BHA/WCHA per client of translation of English written documents into other languages.

Evaluation of the need for translation assistance will be assessed by the bi-lingual staff and by agencies that work with the non-English speaking clients.

The availability of local organizations to provide translation services to non-English speaking families.

If any person or family elects to use their own translator for the purpose of translating documents, the translator must be at least 18 years

## 4.0 FAMILY OUTREACH

The BHA/WCHA will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers; the BHA/WCHA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The BHA/WCHA will also try to utilize public service announcements.

The BHA/WCHA will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

## 5.0 RIGHT TO PRIVACY

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

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

## 6.0 REQUIRED POSTINGS

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

A. Statement of Policies and Procedures governing Admission and Continued Occupancy

B. Notice of the status of the waiting list (opened or closed)

C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours

D. Income Limits for Admission

E. Current Schedule of Routine Maintenance Charges

F. Dwelling Lease

G. Grievance Procedure

H. Fair Housing Poster

I. Equal Opportunity in Employment Poster

J. Any current BHA/WCHA Notices

## 7.0 TAKING APPLICATIONS

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

208 Unity Street, Lower Level, Bellingham, Washington,

Applications are taken to compile a waiting list. Due to the demand for housing in the BHA/WCHA jurisdiction, the BHA/WCHA may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the BHA/WCHA will verify the information.

Applications may be made during regular business hours. Applications will be mailed to interested families upon request.

The completed application will be dated and time-stamped upon its return to the BHA/WCHA.

Persons with disabilities who require a reasonable accommodation in completing an application may call the BHA/WCHA to make special arrangements. A

Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (360) 676-2140.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the BHA/WCHA will make a preliminary determination of eligibility. The BHA/WCHA will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the BHA/WCHA determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may, at any time, report changes in his or her applicant status, including changes in family composition, income, or preference factors. The BHA/WCHA will annotate the applicant's file and will update his or her place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

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

# 8.0 ELIGIBILITY FOR ADMISSION

## *8.1 INTRODUCTION*

There are five eligibility requirements for admission to public housing: (1) qualifies as a family, (2) has an income within the income limits, (3) meets citizenship/eligible immigrant criteria, (4) provides documentation of Social Security numbers, and (5) signs consent authorization documents. In addition to the eligibility criteria, families must also meet the BHA/WCHA screening criteria in order to be admitted to public housing.

## *8.2 ELIGIBILITY CRITERIA*

A. Family Status

1. **Eligible Alien**. An alien who is a resident of the United States and who meets at least one (1) of the criteria as defined in 24 CFR 812.2.

2. **Eligible Family.** A Family whose annual income meets the income limits of extremely low, very-low, and low income as defined as below 30%, between 30% and 50%, and between 50% and 80% of area median income as defined by the Department of Housing and Urban Development.

3. **Family.** A Family can consist of any of the following:

   **a.** Single persons, with no children, who are pregnant as verified by a licensed physician.

      1) If the pregnancy is terminated prior to admission, the applicant is no longer considered a Family.

      2) If the pregnancy is terminated after admission, the single person would still be eligible as the remaining member of a Resident family.

   **b.** Single persons, with no children, who are in the process of obtaining legal custody of a person under eighteen (18) years of age.

      1) There must be reasonable likelihood of the success of obtaining custody at the time of an offer of housing. If there is not a "reasonable likelihood" of success, but the applicant is still attempting to obtain custody, the applicant would not be housed, but could maintain the position on the waiting list until such time as custody is either secured or denied.

      2) If custody is denied after admission, the single person would still be eligible as the remaining member of a Resident family.

   **c.** A single person who otherwise qualified, provided that the HUD Field Office Director has authorized such admissions due to excessive vacancies and a shortage of applicants, other than single persons.

   **d.** A single person displaced by government action or as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.

**e.** A single person who is the remaining member of a Resident family.

**f.** An Elderly Family as defined in this section.

**g.** Two (2) or more persons related by blood, marriage, or operation of law, with the following clarifications:

1) At least one family member must be a dependent child under the age of 18.

2) There can also be other unrelated persons living in the household, such as foster children, if it is determined that the unit will not be overcrowded.

3) Persons residing with a Family to permit the employment of a sole wage earner, or solely because the person is essential to the care of a family member, shall not be considered a family member when determining eligibility at admission or for continued occupancy.

4) Children are considered family members if they either currently reside or it can be reasonably anticipated that they will reside, with the Family.

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

4. **Full-time Student.** A person who is enrolled in a certified educational institution and is considered a full-time student under the standards and practices of the institution attended.

5. **Handicapped Assistance Expenses.** Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family Member and that are necessary to enable a Family Member

6. **Handicapped Person.** A person having physical or mental impairment (1) which is expected to be of long-continued and indefinite duration; (2) which substantially impedes that person's ability to live independently, and (3) which is of such nature that the ability to live independently would be substantially improved

by more suitable housing conditions such as those provided by the Program.

7. **Head of Family**. That member of the Family who is actually looked to, and held accountable for, the Family's needs and who is at least 18 years of age.

8. **Homeless.** Lacking a fixed, regular, adequate nighttime residence OR have a primary nighttime residence that is a supervised public/private shelter providing temporary accommodations, or an institution providing temporary residence for individuals intended to be institutionalized, or a public/private place not ordinarily used as a sleeping accommodation. Does not include any individual imprisoned or detained pursuant to State law or an act of Congress.

B. Income eligibility

1. Income limits apply only at admission and are not applicable for continued occupancy.

2. A family may not be admitted to the public housing program from another assisted housing program (e.g., Resident Resident-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the BHA/WCHA.

3. If the BHA/WCHA acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing Residents.

4. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

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

2. Family eligibility for assistance.

**a.** A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to

have eligible status, with the exception noted below.

**b.** Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the non-citizen rule).

**c.** A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

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

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

**a.** A provision authorizing HUD or the BHA/WCHA to obtain from State Wage Information Collection Agencies (SWICA's) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and

**b.** A provision authorizing HUD or the BHA/WCHA to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

**c.** A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

**d.** A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

## 8.3 SUITABILITY

A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The BHA/WCHA will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other Residents, BHA/WCHA employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

B. The BHA/WCHA will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;

2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other Residents;

3. History of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity, including drug-related criminal activity, that, if repeated, would adversely affect the health, safety, or well being of other Residents or staff or cause damage to the property;

4. History of disturbing neighbors or destruction of property;

5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and

6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

7. People or families who have been terminated or left in bad standing from any in HUD programs

C. The BHA/WCHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The BHA/WCHA will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head;

2. A rental history check of all adult family members; References from relatives, roommates and other cohabitants of the current or prior dwelling unit may be considered by BWCHA. If the applicant has lived with parents or caregivers they may be used as rental references.

3. A criminal background check on all adult household members, including live-in aides. This background check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction, and jurisdictions where the applicant has previously resided. If the individual has lived outside the local area, the BHA/WCHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and

5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

### *8.4 GROUNDS FOR DENIAL*

The BHA/WCHA is not required or obligated to assist applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;

C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;

D. Have a history of not meeting financial obligations, especially rent;

E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other Residents;

F. Have a history of criminal activity or activity that would be considered a crime by any household member involving crimes of physical violence against persons or property, any other criminal activity, including drug-related criminal activity, and any other criminal activity or activity that would be considered a crime, by a household member, including physical violence against persons or property or drug or alcohol related activity, that, if repeated, would adversely affect the health, safety, or well being of other Residents or staff or cause damage to the property;

G. Have a history of disturbing neighbors or destruction of property;

H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;

I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

J. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The BHA/WCHA may waive this requirement if:

1. The person demonstrates to the BHA/WCHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. Has successfully completed a supervised drug or alcohol rehabilitation program;

3. Has otherwise been rehabilitated successfully; or

4. Is participating in a supervised drug or alcohol rehabilitation program;

K. Have engaged in or threatened abusive, violent or threatening behavior towards any BHA/WCHA staff member or residents;

L. Have a household member who has ever been evicted from public housing;

M. Have a family household member who has been terminated under the certificate or voucher program;

N. Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;

O. Denied for Life: Has a lifetime registration under a State sex offender registration program.

### *8.5 INFORMAL REVIEW*

A. If the BHA/WCHA determines that an applicant does not meet the criteria for receiving public housing assistance, the BHA/WCHA will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial pursuant to the Grievance Policy set forth in Section 24_herein.

B. The participant family may request that the BHA/WCHA provide for an Informal Hearing, pursuant to the Grievance Policy set forth in Section 24 herein after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision. For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision, and not the 10 day timeline contained in the Grievance Policy.

## 9.0 MANAGING THE WAITING LIST

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

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

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

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

### *9.2 ORGANIZATION OF THE WAITING LIST*

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

A. The application will be a permanent file;

B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and

C. Any contacts between the BHA/WCHA and the applicant will be documented in the applicant file.

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

When a family nears the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The BHA/WCHA must notify the family in writing of this determination and give the family the opportunity for an informal review.

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

### *9.4 PURGING THE WAITING LIST*

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

### *9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST*

The BHA/WCHA will not remove an applicant's name from the waiting list unless:

A. The applicant requests in writing that the name be removed;

B. The applicant fails to respond within seven (7) calendar days to a written request for information or a request to declare his or her continued interest in the program; or

C. The applicant does not meet either the eligibility or suitability criteria for the program; or

D. The applicant fails to update his or her address and correspondence is returned by the post office to BHA.

### *9.6 MISSED APPOINTMENTS*

All applicants who fail to keep a scheduled appointment with the BHA/WCHA will be sent a notice of termination of the process for eligibility.

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

### *9.7 NOTIFICATION OF NEGATIVE ACTIONS*

Any applicant whose name is being removed from the waiting list will be notified by the BHA/WCHA, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review, which is not a grievance and is not subject to the requirements of the Grievance Policy, pursuant to the informal review procedure set forth in Section 24.0 herein and thereafter file a grievance pursuant to the Grievance Policy in Section 24.0, herein.. The letter will also indicate that his or her name will be removed from the waiting list if he or she fails to respond within the timeframe specified. The BHA/WCHA system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that his or her failure to respond to a request for information or updates was caused by a disability, the BHA/WCHA will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## 10.0 RESIDENT SELECTION AND ASSIGNMENT PLAN

### *10.1 PREFERENCES*

**A.** The BHA/WCHA will select families based on the following preferences within each bedroom size category based on the BHA and/or the WCHA local housing needs and priorities:

1. Applicants who qualify for a local preference are limited annually to the number indicated in each category of those applicants assisted during a fiscal year. Applicants meeting these criteria shall be assisted in the following order:

   a. Thirty (30) families who have either completed, or who are participants in good standing of, a transitional housing program. Applicants in this category must be referred in writing by a transitional housing program

   The term "transitional housing" means housing, the purpose of which is to facilitate the movement of homeless individuals and families to permanent housing.

2. All other applicants

   All preferences are weighted equally. All preferences are weighted equally. The date and time of application will be noted and utilized to determine the sequence within the above-prescribed preferences.

   Not withstanding the above, families who are elderly or disabled will be offered housing before other single persons.

**B.** **Buildings Designed for the Elderly and Disabled:** Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

**C.** **Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

### *10.2 ASSIGNMENT OF BEDROOM SIZES*

The following guidelines will determine each family's unit size without overcrowding or over-housing:

| Number of Bedrooms | Number of Persons | |
|---|---|---|
| | Minimum | Maximum |
| 0 | 1 | 2 |
| 1 | 1 | 3 |
| 2 | 2 | 5 |
| 3 | 3 | 7 |
| 4 | 4 | At BHA/WCHA discretion |

The BHA/WCHA does not determine who shall share a bedroom/sleeping room, but there must be at least one person per bedroom. The BHA/WCHA's *Occupancy Guideline standards* for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy standards, an adult is a person 18 years or older or an emancipated minor.

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

A. Generally, the housing authority will assign one bedroom to two people within these guidelines.

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

C. Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 6).

D. Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.

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

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

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

Exceptions to normal bedroom size standards:

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

Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until their family composition changes.

At the BHA/WCHA's discretion the family may be offered a unit smaller than the preferred unit size, based on the BHA/WCHA's occupancy standards, if in doing so the family has an opportunity to be housed earlier or live in a preferred project.

The BHA/WCHA may offer a family a unit that is larger than required by the BHA/WCHA's occupancy standards, if the waiting list is short of families large enough to fill the vacancy, or the BHA/WCHA determines that the common area for the project is insufficient for accommodating any additional large families.

In all cases, where the family requests an exception to the general occupancy standards, the BHA/WCHA will evaluate the relationship and ages of all family members and the overall size of the unit.

The family may request to be placed on a larger bedroom size waiting list than indicated by the BHA/WCHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size and must be verified by the BHA/WCHA before the family is placed on the larger bedroom size list. The BHA/WCHA will consider these requests:

**Person with Disability**

The BHA/WCHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in Section 2, Accommodations Policy.

**Other Circumstances**

Circumstances may dictate a larger size than the occupancy standards permit when:

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a licensed physician.

Requests based on health-related reasons must be verified by a licensed physician.

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

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

To avoid vacancies, the BHA/WCHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. This requirement is a provision of the lease.

### *10.3 SELECTION FROM THE WAITING LIST*

The BHA/WCHA shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met BHA/WCHA shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, BHA/WCHA will skip higher income families on the waiting list to reach extremely low-income families.

If admissions of extremely low-income families to the BHA/WCHA voucher program during a fiscal year exceed the seventy-five percent (75%) minimum targeting requirement for the BHA/WCHA's voucher programs, such excess shall be credited (subject to the limitations in this paragraph) against the BHA/WCHA's basic targeting requirements for the same fiscal year.

The fiscal year credit for voucher program admissions that exceeds the minimum voucher program targeting requirement shall not exceed the lower of:

A. Ten percent (10%) of public housing waiting list admissions during the BHA/WCHA fiscal year;

B. Ten percent (10%) of waiting list admissions to the BHA/WCHA's Section 8 Resident-based assistance program during the BHA/WCHA fiscal year; or

C. The number of qualifying low income families who commence occupancy during the fiscal year of BHA/WCHA public housing units located in census tracts with a poverty rate of 30 % or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

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

### *10.4 DECONCENTRATION POLICY*

It is BHA/WCHA's policy to encourage diverse income families to intermingle by bringing higher income families into lower income developments and lower income families into higher income developments. To accomplish this goal, BHA/WCHA may temporarily bypass families on the waiting list to reach other families with a lower or higher income. BHA/WCHA will accomplish this in a uniform and non-discriminating manner.

The BHA/WCHA will affirmatively market its housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

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

### *10.5 DECONCENTRATION INCENTIVES*

The BHA/WCHA may offer one or more incentives to encourage applicant families whose income classification would help to meet the income goals of a particular development.

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

### *10.6 OFFER OF A UNIT*

The BHA/WCHA 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:

Under this plan the first qualified applicant in sequence on the waiting list will be made an offer of a unit of the appropriate size. Studio and one bedroom apartments are considered the same unit size. Applicants who turn down studio units for medical reasons confirmed by a medical professional will not be subject to the turn down rule.

The applicant will have the opportunity to make two refusals. If, on the third offer, the applicant rejects the offer, his or her name will be removed from the waiting list and he or she would have to re-apply.

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

The BHA/WCHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Resident 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

For the offer of accessible units, the following principles shall apply:

The BHA/WCHA 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 BHA/WCHA will offer such units:

A. First, to a current occupant of another unit of the same development, or other public housing developments under the BHA/WCHA's control, who has a disability that requires the special features of that particular vacant unit.

B. 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 BHA/WCHA 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.

### *10.7 REJECTION OF UNIT*

If in making the offer to the family the BHA/WCHA skipped over other families on the waiting list in order to meet their economic income goal or offered the family any other

incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized. If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

If the BHA/WCHA did not skip over other families on the waiting list to reach this family or did not offer any other economic income incentive, and the family rejects the first and second offers BWCHA will place the applicant on the bottom of the waiting pool list. Refusal of the third offer will result in the removal of the applicant from the waiting list. Removal from the waiting list means the applicant must reapply if they choose to be placed back on the waiting list.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

### *10.8 ACCEPTANCE OF UNIT*

The family will have 3 business days following the date the unit is offered to accept the unit. The family will be required to sign a lease that will become effective no later than three (3) calendar days after the date of acceptance. Failure to reply to the offer will be considered a rejection of the unit by the applicant.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the Grievance Policy, utility allowances, utility charges, the current schedule of routine maintenance charges, and a Request for Reasonable Accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with BHA/WCHA personnel. The certification will be filed in the Resident's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the BHA/WCHA will retain the original executed lease in the Resident's file. A copy of the Grievance Policy will be attached to the resident's copy of the lease.

New Residents must pay a security deposit to the BHA/WCHA at the time of admission. The family or person will pay a security deposit of $375.00 for a family unit and $225.00 for an elderly unit.

In exceptional situations the BHA/WCHS reserves the right to allow a new resident to pay their security deposit in up to three (3) payments: one-third paid in advance, one-third paid with their second month's rent, and one-third with their third month's rent payment. This shall be at the sole discretion of the BHA/WCHA and on a case-by-case basis.

The amount of the security and/or pet deposit required is specified in the lease, this policy or the applicable procedures as adopted by the BHA/WCHA.

The BHA/WCHA may permit installment payments of security deposits when a new Resident demonstrates a financial hardship to the satisfaction of the BHA/WCHA. However, no less than one-half of the required deposit must be paid before occupancy.

The BHA/WCHA will hold the security deposit for the period the Resident occupies the unit.

The BHA/WCHA will refund to the Resident the amount of the security deposit, less any amount needed to pay the cost of:

A. Unpaid Rent;

B. Damages listed on the Move-Out Inspection Report that exceeds normal wear and tear;

C. Other charges under the Lease.

The BHA/WCHA will refund the Security Deposit, less any amounts owed, within 30 days after move out and Resident's notification of new address.

The BHA/WCHA will refund the Pet Deposit to the Resident, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The BHA/WCHA will return the Pet Deposit to the former Resident or to the person designated by the former Resident in the event of the former Resident's incapacitation or death.

The BHA/WCHA will provide the Resident or designee identified above with a written list of any charges against the security or pet deposits. If the Resident disagrees with the

amount charged to the security or pet deposits, the BHA/WCHA will provide a meeting to discuss the charges, which is not a grievance and is not subject to the requirements of the Grievance Policy., or, upon the Resident's timely request, an informal hearing, pursuant to the Grievance Policy set forth in section of this Admission and Continued Occupancy Policy, to review 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 BHA/WCHA. All keys to the unit must be returned to the Management upon vacating the unit.

The BHA/WCHA will not use the security deposit for payment of rent or other charges while the Resident is living in the unit.

# 11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the BHA/WCHA counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the BHA/WCHA subtracts all allowable deductions (allowances) to determine the Total Resident Payment.

## *11.1 INCOME*

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

A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

C. Are not specifically excluded from annual income.

1. If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the BHA/WCHA believes that past income is the best available indicator of expected future income, the BHA/WCHA may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

Annual income includes, but is not limited to:

A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.

C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

F. Welfare assistance.

1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

**a.** The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

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

2. Imputed welfare income

**a.** A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the BHA/WCHA by the welfare agency) plus the total amount of other annual income.

**b.** At the request of the BHA/WCHA, the welfare agency will inform the BHA/WCHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the BHA/WCHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The BHA/WCHA will use this information to determine the amount of imputed welfare income for a family.

**c.** A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the BHA/WCHA by the welfare agency).

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

**e.** The BHA/WCHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.

**f.** If a resident is not satisfied that the BHA/WCHA has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the BHA/WCHA denies the family's request to modify such amount, then the BHA/WCHA shall give the resident written notice of such denial, with a brief explanation of the basis for the BHA/WCHA's determination of the amount of

imputed welfare income. The BHA/WCHA notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

**g.** Relations with welfare agencies

1). The BHA/WCHA will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the BHA/WCHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

2). The BHA/WCHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the BHA/WCHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined and in accordance with the welfare program requirements and procedures, or for providing the opportunity for review or hearing on such welfare agency determinations.

3). Welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The BHA/WCHA shall rely on the welfare agency notice to the BHA/WCHA of the welfare agency's determination of a specified welfare benefits reduction.

G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

### *11.2 ANNUAL INCOME*

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years;

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the Resident family, who are unable to live alone);

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;

D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the BHA/WCHA or owner, on a

part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination and serving as a member of the BHA/WCHA governing board. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring or sporadic income (including gifts);

7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

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

10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

    **a.** Comparable Federal, State or local law means a program providing employment training and supportive services that:

        i. Is authorized by a Federal, State or local law;

        ii. Is funded by the Federal, State or local government;

        iii. Is operated or administered by a public agency; and

        iv. Has as its objective to assist participants in acquiring employment skills.

**b.** Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

**c.** Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment-training program or subsequent job.

11. The incremental earnings due to employment during the 12-month cumulative period following date of initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion No. 10. Additionally, this exclusion is only available to the following families:

**a.** Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.

**b.** Families whose income increases during the participation of a family member in any family economic self-sufficiency or other job-training program.

**c.** Families who are or were, within 6 months, assisted under a State TANF or Welfare to Work program.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

Any family member qualifying for this exclusion may do so only once and is subject to a lifetime limit of dating the exclusion as described above over a 48 month time limit from the start of claiming the exclusion.

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

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:

    **a.** The value of the allotment of food stamps

    **b.** Payments to volunteers under the Domestic Volunteer Services Act of 1973

    **c.** Payments received under the Alaska Native Claims Settlement Act

    **d.** Income from marginal areas of land owned by the U.S. and that is held in trust for certain Indian tribes

    **e.** Payments made under HHS's Low-Income Energy Assistance Program

    **f.** Payments received under the Job Training Partnership Act

    **g.** Income from the disposition of funds of the Grand River Band of Ottawa Indians

    **h.** The first $2000 per capita received from judgment funds awarded for certain Indian claims

    **i.** Amount of scholarships awarded under Title IV including Work Study

**j.** Payments received under the Older Americans Act of 1965

**k.** Payments from Agent Orange Settlement

**l.** Payments received under the Maine Indian Claims Act

**m.** The value of childcare under the Child Care and Development Block Grant Act of 1990

**n.** Earned income tax credit refund payments

**o.** Payments for living expenses under the AmeriCorps Program

**p.** Additional income exclusions provided by and funded by the BHA/WCHA

**q.** Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-443)

**r.** Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spin bifida who is the child of a Vietnam veteran (38 U.S.C. 1805)

**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 (42 U.S.C. 10602); and

**t.** Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 198 (29 U.S.C. 2931).

The BHA/WCHA will not provide exclusions from income in addition to those already provided for by HUD.

### *11.3 DEDUCTIONS FROM ANNUAL INCOME*

The following deductions will be made from annual income:

A. $480 for each dependent;

B. $400 for any elderly family or disabled family;

C. The sum of the following, to the extent the sum exceeds 3% of annual income:

1. Non-reimbursed medical expenses of any elderly family or disabled family; and

2. Non-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.

D. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

### *11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME*

A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt by the resident.

B. The **Leasing Specialist** shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.

C. After the reconciliation is complete, the BHA/WCHA shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the BHA/WCHA shall do one of the following:

1. Immediately collect the back rent due to the agency;

2. Establish a repayment plan for the resident to pay the sum due to the agency;

3. Terminate the lease and evict for failure to report income; or

4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

### *11.5 COOPERATING WITH WELFARE AGENCIES*

The BHA/WCHA will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 Resident-based assistance program to achieve self-sufficiency; and

B. To provide written verification to the BHA/WCHA concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## 12.0 VERIFICATION

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

### *12.1 ACCEPTABLE METHODS OF VERIFICATION*

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

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

When third party verification cannot be obtained, the BHA/WCHA will accept documentation received from the applicant/Resident. Hand-carried documentation will be accepted if the BHA/WCHA has been unable to obtain third-party verification in a 14 day period of time. Photocopies of the documents provided by the family will be maintained in the file.

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

If any agency is unable to provide 3rd party verification due to reasons outside the BHA/WCHA control, that agency must provide the BHA/WCHA with written documentation stating the reason why they are unable to provide 3rd party verification. The documentation will be placed in central files and be referenced in the client file whenever the BHA/WCHA uses hand-carried documents and/ or a "self declaration of income.

### *12.2 TYPES OF VERIFICATION*

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

| Verification Requirements for Individual Items | | |
|---|---|---|
| **Item to Be Verified** | **Third-party verification** | **Hand-carried verification** |
| **General Eligibility Items** | | |
| Social Security Number | Letter from Social Security, electronic reports | Social Security card |
| Citizenship | N/A | Signed certification, voter's registration card, birth certificate, etc. |
| Eligible immigration status | INS SAVE confirmation # | INS card |
| Disability | Letter from medical professional, SSI, etc | Proof of SSI or Social Security disability payments |
| Full time student status (if >18) | Letter from school | For high school students, any document evidencing enrollment |
| Need for a live-in aide | Letter from doctor or other | N/A |

| Verification Requirements for Individual Items | | |
|---|---|---|
| **Item to Be Verified** | **Third-party verification** | **Hand-carried verification** |
| | professional knowledgeable of condition | |
| Child care costs | Letter from care provider | Bills and receipts |
| Disability assistance expenses | Letters from suppliers, care givers, etc. | Bills and records of payment |
| Medical expenses | Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed | Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls |
| **Value of and Income from Assets** | | |
| Savings, checking accounts | Letter from institution | Passbook, most current statements |
| CDS, bonds, etc | Letter from institution | Tax return, information brochure from institution, the CD, the bond |
| Stocks | Letter from broker or holding company | Stock or most current statement, price in newspaper or through Internet |
| Real property | Letter from tax office, assessment, etc. | Property tax statement (for current value), assessment, records or income and expenses, tax return |
| Personal property | Assessment, bluebook, etc | Receipt for purchase, other evidence of worth |
| Cash value of life insurance policies | Letter from insurance company | Current statement |
| Assets disposed of for less than fair market value | N/A | Original receipt and receipt at disposition, other evidence of worth |
| **Income** | | |
| | | |

| Verification Requirements for Individual Items | | |
|---|---|---|
| **Item to Be Verified** | **Third-party verification** | **Hand-carried verification** |
| Earned income | Letter from employer | Multiple pay stubs |
| Self-employed | N/A | Tax return from prior year, books of accounts |
| Regular gifts and contributions | Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state) | Bank deposits, other similar evidence |
| Alimony/child support | Court order, letter from source, letter from Human Services | Record of deposits, divorce decree |
| Periodic payments (i.e., Social Security, welfare, pensions, workers compensation, unemployment) | Letter or electronic reports from the source | Award letter, letter announcing change in amount of future payments |
| Training program participation | Letter from program provider indicating<br>- whether enrolled or completed<br>- whether training is HUD-funded<br>- whether Federal, State, local govt., or local program<br>- whether it is employment training<br>- whether it has clearly defined goals and objectives<br>- whether program has supportive services<br>- whether payments are for out-of-pocket expenses incurred in order to participate in a program<br>- date of first job after program completion | N/A<br><br>Evidence of job start |

### *12.2.1 VERIFICATION OF FAMILY RELATIONSHIP AND RELATED ISSUES*:

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

Official identification showing name

Birth certificates

Baptismal certificates

Verification of guardianship is:

Court-ordered assignment

Affidavit of parent

Verification from social services agency

School records

Evidence of an established family relationship:

Joint bank accounts or other shared financial transactions

Leases or other evidence of prior cohabitation

Credit reports showing relationship

**For Split Households: Domestic Violence**

Verification of domestic violence when assessing applicant split households includes:

Shelter for battered persons

Police reports

District Attorney's office

**For Verification of Permanent Absence of Adult Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, the BHA/WCHA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Protective or restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.

Verification statements provided from other agencies such as social services that the adult family member is no longer living at that location.

If no other proof can be provided, the BHA/WCHA will accept a Notarized Statement from the family.

If the adult family member is incarcerated, a document from the court or prison should be obtained stating how long they will be incarcerated.

**For Verification of Change in Family Composition**

The BHA/WCHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

## *12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS*

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

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

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

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The BHA/WCHA will make a copy of the individual's INS documentation and place the copy in the file. The BHA/WCHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the BHA/WCHA will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members, and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

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

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

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

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

### *12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS*

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six (6) years of age.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the BHA/WCHA will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that he or she does not have a Social Security number, the individual will be required to sign a statement to this effect. The BHA/WCHA will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates he or she has a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a Resident family indicates he or she has a Social Security number, but cannot readily verify it, he or she shall be asked to certify to this fact and shall have up to 60 calendar days to provide the verification. If the individual is at least 62 years of age,

he or she will be given 120 calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

### *12.5 TIMING OF VERIFICATION*

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

When an interim reexamination is conducted, the BHA/WCHA will verify and update all information related to family circumstances and level of assistance. (Or, the BHA/WCHA will only verify and update those elements reported to have changed.)

### *12.6 FREQUENCY OF OBTAINING VERIFICATION*

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

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

## 13.0 DETERMINATION OF TOTAL RESIDENT PAYMENT AND RESIDENT RENT

### 13.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income method or having their rent set at the flat rent amount.

A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.

B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:

1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.

3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the BHA/WCHA will provide them with the following information whenever they have to make rent decisions:

1. The BHA/WCHA's policies on switching types of rent in case of a financial hardship; and

2 The dollar amount of Resident rent for the family under each option. If the family chose a flat rent for the previous year, the BHA/WCHA will provide the amount of income-based rent for the subsequent year only the year the BHA/WCHA conducts an income reexamination or if the family specifically requests it and submits updated income information.

### *13.2 THE INCOME METHOD*

The total Resident payment is equal to the highest of:

A. 10% of the family's monthly income;

B. 30% of the family's adjusted monthly income; or

C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or

D. The minimum rent of $50.

### *13.3 MINIMUM RENT*

The BHA/WCHA has set the minimum rent at $50. However if the family requests a hardship exemption, however, the BHA/WCHA will suspend the minimum rent beginning the month following the family's request for the family until the BHA/WCHA

can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

2. When the family would be evicted because it is unable to pay the minimum rent;

3. When the income of the family has decreased because of changed circumstances, including loss of employment;

4. When a death has occurred in the family.

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

C. Temporary hardship. If the BHA/WCHA reasonably determines that there is a qualifying hardship, but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The BHA/WCHA will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the BHA/WCHA will not evict the family for nonpayment of the amount of Resident rent owed for the suspension period.

D. Long-term hardship. If the BHA/WCHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

E. Appeals. The family may use the Grievance Procedure to appeal the BHA/WCHA's determination regarding the hardship. No escrow deposit will be required in order to access the Grievance Procedure.

### *13.4 THE FLAT RENT*

The BHA/WCHA has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The BHA/WCHA determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The BHA/WCHA will post the flat rents at each of the developments and at the central office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

There is no utility allowance for families paying a flat rent.

### *13.5 CEILING RENT*

The BHA/WCHA does not have a ceiling rent.

### *13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE*

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

A. The family was receiving assistance on June 19, 1995;

B. The family was granted continuation of assistance before November 29, 1996;

C. The family's head or spouse has eligible immigration status; and

D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than 3 years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The BHA/WCHA will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the BHA/WCHA will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

A. Determine the 95th percentile of gross rents (Resident rent plus utility allowance) for the BHA/WCHA. The 95th percentile is called the maximum rent.

B. Subtract the family's total Resident payment from the maximum rent. The resulting number is called the maximum subsidy.

C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.

D. Subtract the prorated subsidy from the maximum rent to find the prorated total Resident payment. From this amount subtract the full utility allowance to obtain the prorated Resident rent.

### *13.7 UTILITY ALLOWANCE*

The BHA/WCHA shall establish a utility allowance for all check-metered utilities and for all Resident-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the BHA/WCHA will review the actual consumption of Resident families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula rent to determine the amount of the Resident Rent. The Resident Rent is the amount the family owes each month to the BHA/WCHA. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the Resident. Any savings resulting from utility costs below the amount of the allowance belongs to the Resident.

For BHA/WCHA paid utilities, the BHA/WCHA will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the BHA/WCHA will be the obligation of the Resident and for those charges for utilities in excess of the allowance charged or billed to the BHA/WCHA will be billed to the Resident monthly.

Utility allowance revisions based on rate changes shall be effective 60 days after notice to residents. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the BHA/WCHA for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of BHA/WCHA purchased utilities or from payment of utility supplier billings in excess of the utility allowance for Resident-paid utility costs may be granted by the BHA/WCHA on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the ***Reasonable Accommodation Policy*** **considered in Section 2**. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

### *13.8 PAYING RENT*

On or before the first day of each and every month (after the initial period), the Resident shall pay the monthly rent indicated on Page 1, plus any extra charges, for the term of the monthly agreement. If the Resident does not pay the full amount of the rent by the end of the 5th day of the month, the BHA/WCHA may collect a fee of $10.00 on the 6th day of the month. A $15.00 late processing fee will be assessed to residents who receive 14-Day Notices to pay or vacate. If the 5th of any month falls on a weekend or holiday the late fees for non-payment of rent will be assessed on the next business day. If the resident receives (4) four 14-DAY NOTICES for non-payment of rent in a calendar year, the resident will receive thirty (30) days written notice of termination for material or repeated lease violations.

Payments shall be applied to amounts owed by the resident in the following manner:

1. Payments shall first be applied to payment of Resident's security deposit.
2. Payments shall next be applied to any maintenance, utilities, and legal costs incurred by BHA/WCHA as a result of Resident's tenancy:
3. Payments shall next be applied to any late fees incurred by the Resident:
4. Payments shall lastly be applied to any unpaid rent owed by the Resident:

Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of $15 for processing costs.

### *13.9 MAINTENANCE CHARGES*

The Resident shall pay when charged all maintain charges as set forth in the Schedule of Maintenance Charges, and the procedures related thereto, as adopted by the BHA/WCHA.

## 14.0 RECERTIFICATIONS

At least annually, the BHA/WCHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine: (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

### *14.1 GENERAL*

The BHA/WCHA will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the BHA/WCHA will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

### *14.2 MISSED APPOINTMENTS*

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the BHA/WCHA taking eviction actions against the family.

### *14.3 FLAT RENTS*

The annual letter to flat rent payers regarding the reexamination process will state the following:

A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.

B. The amount of the flat rent.

C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.

D. Families who opt for the flat rent will be required to go through the income reexamination process every 3 years, rather than the annual review they otherwise would undergo.

E. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:

   1. The family's income has decreased.

   2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.

   3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

F. The dates upon which the BHA/WCHA expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.

H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, BHA/WCHA will send a reexamination letter to the family offering the choice between a flat or an income rent option. The opportunity to select the flat rent is available only at this time. At the appointment, the BHA/WCHA may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the BHA/WCHA representative, they may make the selection on the form and return the form to the BHA/WCHA. In such case, the BHA/WCHA will cancel the appointment.

### *14.4 THE INCOME METHOD*

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the BHA/WCHA will determine the family's annual income and will calculate their rent as follows.

The total Resident payment is equal to the highest of:

A. 10% of monthly income; or

B. 30% of adjusted monthly income; or

C. the welfare rent; or

D. the minimum rent.

### *14.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS*

The new rent will generally be effective upon the anniversary date with 30-days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

### *14.6 INTERIM REEXAMINATIONS*

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the BHA/WCHA between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report

these changes within ten (14) calendar days of their occurrence.

A. A member has been added to the family through birth or adoption or court-awarded custody.

B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating his or her income, assets, and all other information required of an applicant. The individual must provide his or her Social Security number if they have one and must verify his or her citizenship/eligible immigrant status. (Housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The BHA/WCHA will determine the eligibility of the individual before adding the individual to the lease. If the individual is found to be ineligible or does not pass the screening criteria, he or she will be advised in writing and given the opportunity for an informal review. If the individual is found to be eligible and does pass the screening criteria, his or her name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the BHA/WCHA will take timely action to process the interim reexamination and recalculate the Resident's rent. However, the family must experience a reduction in income that lasts over 30 days in order to request an interim reexamination for the purpose of a rent adjustment.

### *14.7 SPECIAL REEXAMINATIONS*

If a family's income is too unstable to project for 12 months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the BHA/WCHA may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

### *14.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS*

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent

increases will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

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

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

# 15.0 UNIT TRANSFERS

## *15.1 INTRODUCTION*

The transferring of families is a very costly procedure, both to the BHA/WCHA and to the families. However, it is the policy of the BHA/WCHA to permit a resident to transfer within or between housing developments when it is necessary to comply with occupancy standards or when it will help accomplish the Affirmative Housing goals of the BHA/WCHA.

For purposes of this transfer policy, the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

## *15.2 GENERAL STATEMENT*

A family may be eligible to transfer for valid and certifiable reasons such as enabling the family to be:

- Closer to a place of employment;
- Closer to a required medical treatment center; or
- To move from an upstairs to a downstairs unit for medical or accessibility reasons; or

The BHA/WCHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

The BHA/WCHA will charge the families for any damages to the previous unit that exceeds that unit's security deposit.

Except in emergency situations, transfers will be avoided when the family is:

- Delinquent in their rent;
- In the process of reexamination to determine rent and eligibility; or

- About to be asked to move for reasons other than non-payment of rent.
- Not in good standing with the BHA/WCHA due to rental history or a history of disturbances.
- History of not taking proper care of unit.

Transfers will occur and be limited by the Transfer Procedure as adopted by the BHA/WCHA Management from time-to-time.

### *15.3 RANK ORDER OF TRANSFER LIST*

The Transfer Waiting list will be maintained in rank order by:

- ?? Emergency
- ?? Medical hardship
- ?? Unit too large or small
- ?? Date of approval

### *15.4 MANDATORY TRANSFERS*

If there is a required change in the size of unit needed, it will be necessary for the resident to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.

The BHA/WCHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list, which will be reviewed for need-based transfers before any unit is offered to a family on the waiting list.

If a family that is required to move refuses the offered unit, the BHA/WCHA will evaluate the reason for the refusal and determine if it is one of good cause. If the BHA/WCHA determines that there is no good cause, the BHA/WCHA will begin lease termination proceedings.

### *15.5 NON-MANDATORY TRANSFERS*

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer based on occupancy standards, the transfer list will be reviewed for other families desiring a transfer.

If there is a participant family waiting for transfer to an available and appropriately sized unit, the participant family will be offered the next available unit matching the family's needs as provided by the resident in the request for transfer. Rejection of the unit offer

based on reasons other than not meeting the families need as provided by the resident on the request for transfer the transfer may be denied by the BWCHA.

### *15.6 EMERGENCY TRANSFERS*

The BHA/WCHA will authorize an emergency transfer for a participant family if one of the following conditions occurs:

The resident's unit has been damaged by fire, flood, or other causes to such a degree that the unit is not habitable, provided the damage was not the result of an intentional act, carelessness or negligence on the part of the resident or a member of the resident's household.

Special Circumstance Transfers

The BHA/WCHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

The resident's unit is being modernized or significantly remodeled. In such cases, the family may only be offered temporary relocation and may be allowed to return to their unit once rehabilitation is complete.

The BHA/WCHA has a need, at the discretion of the Executive Director to transfer the resident family to another unit and the resident voluntarily agrees to such transfer.

### *15.7 INCENTIVE TRANSFERS*

Transfers that serve the BHA/WCHA's economic income policy may include incentives and refusal of a transfer request will have no effect on the family's standing in BHA/WCHA public housing.

### *15.8 MOVING COSTS*

The resident, except when the transfer is due to inhabitability, through no fault of the resident, or the need of the BHA/WCHA, will pay all moving costs related to the transfer.

### *15.9 SECURITY DEPOSITS*

The family will be required to pay a new deposit upon acceptance of a unit.

The BHA/WCHA will require a new security deposit of all families.

The family or person will pay a security deposit of $375.00 for a family unit and $225 for an elderly unit.

In exceptional situations the BHA/WCHA reserves the right to allow a new resident to pay their security deposit in up to three (3) payments: one-third paid in advance, one-third paid with their second month's rent, and one-third with their third month's rent payment. This shall be at the sole discretion of the BHA/WCHA and on a case-by-case basis.

The resident will be billed for any charges that occur as a result of the resident moving out of the apartment.

### *15.10 RIGHT OF THE BHA/WCHA IN TRANSFER POLICY*

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a Resident to transfer or refuse to transfer.

## 16.0 INSPECTIONS

An authorized representative of the BHA/WCHA and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the BHA/WCHA file and a copy given to the family member. An authorized BHA/WCHA representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any BHA/WCHA damages to the unit.

### *16.1 MOVE-IN INSPECTIONS*

The BHA/WCHA and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the Resident file.

### *16.2 ANNUAL INSPECTIONS*

The BHA/WCHA will inspect each public housing unit annually to ensure that each unit meets the BHA/WCHA's housing standards and HUD Real Estate Assessment Centers Standards (REAC). Work orders will be submitted and completed to correct any deficiencies.

### *16.3 PREVENTATIVE MAINTENANCE INSPECTIONS*

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair and meet REAC inspection standards. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### *16.4 SPECIAL INSPECTIONS*

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the BHA/WCHA. BHA/WCHA may make special inspections when lease non-compliance is suspected by the BHA/WCHA.

### *16.5 HOUSEKEEPING INSPECTIONS*

Generally, at the time of annual and preventative maintenance inspections, or at other times as necessary, the BHA/WCHA will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

### *16.6 NOTICE OF INSPECTION*

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the BHA/WCHA will give the Resident at least 2 days' written notice.

### *16.7 EMERGENCY INSPECTIONS*

If any employee and/or agent of the BHA/WCHA have reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### *16.8 MOVE-OUT INSPECTIONS*

The BHA/WCHA conducts the move-out inspection after the Resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the Resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

# 17.0 PET POLICY

This Section explains the BHA/WCHA's policies on the keeping of pets, includes animals that assist persons with disabilities and any criteria or standards pertaining to this policy. The rules adopted are reasonably related to the legitimate interest of the BHA/WCHA to provide a decent, safe and sanitary living environment for all Residents, to protecting and preserving the physical condition of the property, and the financial interest of the BHA/WCHA.

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.

## *17.1 GENERAL POLICIES*

A common household pet is defined as a domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes.

Each Head of Household may own up to one (1) total pet. Each bird or other animal, other than fish, shall be counted as one pet.

Allowable pets are limited to the following:

1. dog less than 20 pounds
2. cat
3. small domestic birds no larger than 6 inches tall
4. fish (reasonable number commensurate to aquarium size)

The following are not defined as common household pets and are prohibited:

1. reptiles
2. wild animals
3. feral animals
4. livestock
5. mice
6. rats
7. pigeons
8. doves
9. mynah birds
10. psittacine birds (example, parrots)
11. non-human primates
12. ferrets
13. pot-bellied pigs
14. hedgehogs
15. gerbils
16. hamsters
17. guinea pigs
18. OR any other animals whose protective instincts and natural body armor pose a risk to human beings or other animals.

The Housing Authority reserves the right to refuse any pets that are considered to be inappropriate to live in public housing excluding service and companion animals.

If the pet is a dog or cat, it must be neutered/spayed by the age of 6 months. Supporting evidence must be provided from a veterinarian and/or staff of the Humane Society. The evidence must be provided prior to the execution of this Agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed.

Resident must provide waterproof and leak-proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.

Also, the weight of a cat cannot exceed 10 pounds (fully grown), and a dog may not exceed 20 pounds in weight (fully grown). All other four-legged animals are limited to 10 pounds (fully grown).

Note: Any pet that is not fully grown will be weighed every 6 months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from BHA/WCHA property.

If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.

If the pet is a fish, the aquarium must be 20 gallons or less, and the container must be placed in a safe location in the unit. The Resident is limited to one container for the fish and a reasonable number of fish commensurate to the aquarium size. The container must be maintained in a safe and non-hazardous manner.

All pets must be housed within the unit and no facilities can be constructed outside of the unit. No animal shall be permitted to be loose, and if the pet is taken outside, it must be taken outside on a leash and kept off other Resident's lawns. Also, all pets must wear collars with identification at all times. Pets without a collar will be picked-up immediately and transported to the Humane Society or other appropriate facility.

All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult. Pets which are unleashed, or leashed and unattended, on BHA/WCHA property may be impounded and taken to the local Humane Society or other appropriate facility. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident. Also, if a member of the Housing Authority staff has to take a pet to the Humane Society or other appropriate facility, the Resident will be charged $50 to cover the expense of taking the pet(s) to the Humane Society.

Residents must have the prior written approval of the BHA/WCHA **BEFORE MOVING A PET INTO THEIR UNIT.** Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the BHA/WCHA will approve

the request. Residents must give the BHA/WCHA a picture of the pet so it can be identified if it is running loose.

If a Resident harbors a pet without approval of the BHA/WCHA, or without registration, their pet ownership privileges shall be suspended for a period of one (1) year. A repeat violation will result in lifetime suspension of pet ownership privileges.

No Resident shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside a dwelling unit, for commercial purposes or for fighting.

All residents are prohibited from feeding, housing or caring for stray animals. Such action shall constitute having a pet without permission of the BHA/WCHA.

Pets not owned by a current BHA/WCHA Resident, or properly registered and authorized by **BHA/WCHA**, are NOT permitted on the premises on a temporary or visiting basis. Trained service animals that are used to assist persons with disabilities are excluded from this provision.

No pet owner shall keep a pet in violation of State or local health and/or anti-cruelty laws or ordinances. Any failure of the Pet Ownership Policy to define the applicable laws or ordinances does not relieve the pet owner of the responsibility for complying with this requirement.

In order to safeguard the health and welfare of Residents, employees and the public, no pet owner shall keep a vicious, dangerous or intimidating pet on the premises. If the pet owner declines, delays, or refuses to remove such a pet from the premises, the BHA/WCHA will effect its removal. The owner will be responsible for any costs associated with the pet's removal and/or subsequent impoundment. The definition of a vicious or dangerous animal is:

*"Any animal that constitutes a physical threat to human beings, other animals or livestock; any animal which has a disposition or propensity to cause injury or behave in a manner which could reasonably cause injury to human beings, other animals or livestock, regardless of whether or not such behavior is hostile; any animal which has, without provocation, bitten, attacked or inflicted injury on any human being, other animal or livestock; any animal which has been used in the commission of a crime."*

Any dog that is offspring of the following breeds, regardless of the percentage of pedigree, is strictly prohibited:

| | |
|---|---|
| Pit-Bull Terrier | German Shepherd |
| Doberman Pinscher | Chow |
| Rottweiler | Boxer |
| Akita | Shar Pei |

A dog or cat's height may not exceed 15 inches (measured at the shoulder) by the time it reaches adulthood.

Service animals that are specifically trained to assist persons with disabilities are excluded from the breed, size, weight, and type requirements. They are, however, required to assure proper licensing, inoculations, leash restraints, etceteras.

Dogs and cats shall be licensed as required by State and local laws or ordinances. Pet licenses must always be current. Dogs and cats must wear a collar with the license tag affixed at all times.

If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a veterinarian or staff of the Humane Society, and must be provided before the execution of this agreement.

The BHA/WCHA reserves the right to require the removal of any pet from the premises, when the animal's conduct or condition is duly determined to constitute a nuisance or a threat to the health or safety of other persons, or animals. If a pet cause's harm to any person, the pet's owner shall be required to permanently remove the pet from the BHA/WCHA's property within 24 hours of written notice from the BHA/WCHA. The pet owner may also be subject to termination of his/her dwelling lease.

### *17.2 SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT*

The BHA/WCHA Pet Procedures section shall set forth the deposit schedule.

The pet deposit is in addition to any other financial obligation imposed on Residents who own or keep a pet. The pet deposit shall be placed into an escrow account and shall be used only when the pet owner no longer keeps a pet or at the termination of the lease. The pet deposit shall only be used to cover the costs of damages directly attributable to the presence of the pet on the promises. Examples of such costs or damages can include (but are not limited to) the following:

- ? repairs and/or replacements to the premises
- ? fumigation of the premises
- ? extermination of the premises

### *17.3. HOLD HARMLESS, DEFEND & INDEMNIFY*

The Resident agrees that it will protect, save, defend, hold harmless and indemnify the BHA/WCHA, its officers employees and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences, occasioned by either the negligent or willful conduct of the Resident, its pet,

or any person or pet on the property or within the unit leased, regardless of who the injured party may be.

### *17.4 END OF PET OWNERSHIP.*

When a resident ceases to own or keep a pet, they shall notify the BHA/WCHA within 10 days. Upon notification, a BHA/WCHA representative shall schedule and perform an inspection of the apartment and subsequent surrounding areas for damages directly related to the presence of the pet. The cost of damages, if any, shall be deducted from the security deposit. The BHA/WCHA will then refund the unused portion of the pet deposit to the resident within a reasonable time period.

### *17.5 RESIDENT RESPONSIBLE FOR DAMAGE UPON VACATION OF PREMISES*

When a resident vacates BHA/WCHA property, a BHA/WCHA representative shall perform an inspection of the apartment and subsequent surrounding areas for damages directly related to the presence of the pet. The cost of damages, if any, shall be deducted from the security deposit. The BHA/WCHA will then refund the unused portion of the pet deposit to the former resident within a reasonable time period.

### *17.6 PET REGISTRATION*

A. A Resident who desires to own a pet shall register the pet at the BHA/WCHA's on-site management office in the development where they reside.

B. Registration for each animal shall be accomplished by the filing of the following disclosures and forms:

1. Name of the adult household member who will be primarily responsible for animal care.

2. Detailed description of the pet.

3. Color photograph of the pet.

4. A health certificate prepared by a veterinarian, including:

a. attestations of no communicable disease;

b. spaying or neutering;

c. medical condition precluding spaying or neutering;

d. current rabies and distemper vaccinations for species subject to State or local rabies vaccination requirements;

e. name, address and telephone number of veterinarian who will be providing regular care to the pet,

f. a copy of the license issued by the appropriate governing body for ownership of the animal for whom licensing is a legal requirement, and

C. The pet owner must provide additional information necessary to ensure compliance with any policies prescribed herein. The pet owner shall be required to sign a statement indicating that he or she has read and received a copy of the Pet Policy and agrees to comply with all provisions contained in it.

D. Each pet owner shall identify two (2) alternate custodians or responsible parties for his or her pet. The custodians must be willing and able to assume responsibility for the care and keeping of the pet, including (if necessary) the removal of the pet from BHA/WCHA property. If the pet owner becomes ill or is absent from the dwelling unit and unable to care for his or her pet, the alternate custodians shall assume responsibility. Custodian information shall include the name, address and phone number. This information shall be updated as often as necessary to ensure BHA/WCHA has current information at all times.

E. Upon receipt and validation of the above disclosures, fees and deposits, the BHA/WCHA will issue the pet owner an identification tag. The identification tag must be conspicuously displayed, at all times:

GARDEN TYPE APARTMENTS - in the top left-hand side of the front room window.

HIGH-RISE APARTMENTS - directly above the door lock on the apartment door leading to the common hallway.

F. Resident shall not harbor or keep a pet on BHA/WCHA property before obtaining authorization and an identification tag from an agent of the BHA/WCHA.

G. The pet owner shall re-certify the pet's registration at least annually. Re-certification of pet registration shall require the same disclosures as the initial pet registration described above.

H. The BHA/WCHA shall revoke a pet's registration, or refuse to register a pet, if the pet owner fails to provide required pet registration information, or fails to update the required information at least annually or when requested by an agent of the BHA/WCHA or its designee.

I. All dogs and cats must wear a tag bearing the resident's name, phone number, and the date of the latest rabies inoculation.

### *17.7 PET CARE*

A. The pet owner shall house the pet inside of his or her dwelling unit.

B. The pet owner shall feed his or her pet, at least once per day, or in accordance with reasonable standards and proper care of a specific type of pet.

C. A dog owner must ensure that the pet is exercised at least twice per day.

D. A pet owner shall implement effective flea control by measures that produce no toxic hazard to the pet or others that may come into contact with treated animals.

E.. A pet owner shall ensure suitable sanitation of the animal's living or sleeping quarters at all times.

F. Dogs, cats and birds shall have access to an adequate supply of fresh water at all times.

G. A representative of the BHA/WCHA, or the local police, or their designee may, at any time, inspect any animal and the premises where the animal is kept.

H. A representative of the BHA/WCHA and/or the local police, or their designee, may enter a dwelling unit when there is evidence that an animal, left alone, is in danger or distress, or has been left untended for 10 hours or more. If there are unfavorable conditions present, the pet may be impounded, subject to any provisions of State or local health and/or anti-cruelty laws or ordinances in this regard. The BHA/WCHA shall accept no responsibility for the pet under such circumstances.

### *17.8 HANDLING OF PETS*

A. A pet owner is prohibited from altering the dwelling unit or the surrounding premises to create a space, hole, container, shelter or enclosure for any pet.

B. A pet owner is prohibited from erecting or placing a cage, crate, shelter, or container outside of his or her apartment, at any time.

C. The pet owner shall keep a cat or dog on a leash, and shall control the animal when it is taken out of the dwelling unit, for any purpose. The leash must be attached to an individual 12 years of age or older. The leash may not exceed 6 feet in length.

D. A pet owner is prohibited from tethering or chaining an animal outside of or within the dwelling unit.

E. The pet owner shall remove or restrain a pet when a BHA/WCHA representative or designee is present in or around his or her apartment. Examples can include, but are not limited to, site managers, repair technicians, inspectors, exterminators, etc.

F. The owner of a bird shall confine it/them to a cage at all times.

G. Pets are restricted from lobbies, laundry rooms, social rooms, libraries, dining halls, management offices, hallways and other such common areas in buildings owned by the BHA/WCHA, other than for reasonable entry to and egress from the building.

H. Any animal running loose will be referred to the local authorities for removal from the premises.

I. In the event of the death of the pet, the pet owner/Resident is responsible for making immediate arrangements for its removal and disposal. CARCASSES MAY NOT BE PLACED IN DUMPSTERS, TRASH BINS, ETC. Resident is responsible for notifying BHA/WCHA within a reasonable time after death of the pet.

### *17.9 PET WASTE REMOVAL*

A. The owner of a cat must provide a box with kitty litter, inside the dwelling unit, which must be accessible to the cat, at all times. The pet owner shall not permit waste in the litter box to accumulate or to become offensive, unsanitary or unsightly. The litter must be cleaned of waste at least every two (2) days, and totally replaced at least once each week. The pet owner shall dispose of such waste and litter by placing it in a tightly sealed repository and depositing it in the appropriate trash receptacle (trash can or dumpster) outside the apartment where the pet owner resides.

B. The owner of a dog shall not permit their pet to void urine or excrement in any neighboring yards or common public areas.

C. The owner of a dog shall not permit dog waste to accumulate or to become offensive, unsanitary or unsightly in the yard assigned to the owner's apartment. Waste shall be removed immediately. The waste must be disposed of by placing it in a tightly sealed repository and depositing it in an appropriate trash receptacle outside the apartment where the pet owner resides.

D. Pet waste shall not be flushed down toilets, sinks or tubs.

### *17.10 HEALTH & SAFETY*

A. The pet owner shall take precautions and any measures necessary to eliminate offensive pet odors within and around the dwelling unit, and shall maintain the dwelling unit in a sanitary condition at all times, as determined by the BHA/WCHA.

B. No pet owner shall permit his or her pet to void urine or excrement in any neighboring yards or common public areas.

C. Pet bedding shall not be washed in any common laundry facilities.

D. A pet owner shall not keep or harbor any pet so as to create offensive odors, excessive noise, or unsanitary conditions, which demonstrate a menace to the health, comfort, or safety of other persons or animals. If a pet shall cause harm to any person, the pet's owner shall be required to permanently remove the pet from the BHA/WCHA's property within 24 hours of written notice from the BHA/WCHA. The pet owner may also be subject to termination of his/her dwelling lease.

E. The pet owner shall remove or restrain a pet when a BHA/WCHA representative, or a designee, is present in or around their apartment. Examples can include, but are not limited to, repair technicians, inspectors, exterminators, etc.

F. At no time may a pet prohibit BHA/WCHA representatives or designees from gaining access to BHA/WCHA property (see *also,* § *VII. Pet Removal).*

G. The BHA/WCHA reserves the right to seek impoundment and sheltering of any animal, if the pet's conduct or condition is duly determined to constitute a nuisance or a threat to the health or safety of other persons or animals. The provisions of State or local health and anticruelty laws and ordinances will be observed in making this determination. If a pet shall cause harm to any person, the pet's owner shall be required to permanently remove the pet from the BHA/WCHA's property within 24 hours of written notice from the BHA/WCHA at the pet owner's expense. The pet owner may also be subject to termination of his/her dwelling lease.

H. To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain areas in BHA/WCHA development(s)/building(s). This shall be implemented based on demand for this service.

### *17.11 PET REMOVAL*

A. IMMEDIATE

An animal is subject to **IMMEDIATE** removal from the premises when the BHA/WCHA determines, on the basis of objective facts, one or more of the following conditions exist:

1. A pet prohibits BHA/WCHA representatives or designees from gaining access to BHA/WCHA property.

2. A pet displays vicious, dangerous, or intimidating behavior, displays symptoms of an illness, or demonstrates behavior that constitutes an immediate threat to the health or safety of others. The definition of a vicious or dangerous animal is:

   a) any animal that constitutes a physical threat to human beings, other animals;
   b) any animal that has a disposition or propensity to cause injury or behaves in a manner that may possibly cause injury;

   c) any animal that has, without provocation, bitten, attacked or inflicted injury on any human being or other animal;

   d) any animal that has been used in the commission of a crime.

3. There is evidence that an animal left alone, is in danger or distress or has been left untended for 10 hours or more.

The said pet shall be prohibited from returning to BHA/WCHA property pending resolution of any dispute regarding said violation.

If the BHA/WCHA must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/her pet deposit as well as their pet ownership privileges.

B. URGENT

An animal is subject to removal from the premises if the BHA/WCHA determines, on the basis of objective facts, the following conditions exist:

1. The local authority empowered to do so revoke a dog or cat license.

2. A pet repeatedly disturbs, interferes or diminishes the peaceful enjoyment of the surroundings of the community in which the pet resides. The terms disturb, interfere or diminish shall include, but are not limited to barking, howling, biting, scratching, chirping and other activities of a disturbing nature.

### *17.12 ANIMAL BITES*

In the event a dog, cat or other mammal has bitten an individual, the incident shall be reported to the local police and the BHA/WCHA within 48 hours of the bite.

Failure to do so will result in the revocation of the pet ownership privileges.

If a pet shall cause harm to any person, the pet's owner shall be required to permanently remove the pet from the BHA/WCHA property within 24 hours of written notice from the BHA/WCHA. The pet owner may also be subject to termination of his/her dwelling lease.

### *17.13 ANIMALS THAT ASSIST PERSONS WITH DISABILITIES*

The purpose of this policy is to establish the BHA/WCHA's policy and procedures for ownership of pets in elderly and/or disabled persons' units 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.

Nothing in this policy or the dwelling lease limits or impairs the rights of persons with disabilities to own service or companion animals that are used to assist them.

The general pet policies herein will not be applied to service or companion animals that assist persons with disabilities.

To be considered an animal that assists a person with disabilities, the Resident/pet owner must certify, with supporting documentation if applicable, that:

1. There is a person in the household with a disability that required pet assistance as verified in writing by a licensed physician;

2. The animal has been trained and certified for assistance for persons with a disability to assist with the specific disability; and

3. The animal's activity assists the person with the disability.

### *17.14 PET POLICY VIOLATIONS*

If the BHA/WCHA determines, on the basis of objective facts, that a pet owner has violated any section of the Pet Ownership Policy (which is not defined in Section VII of the Policy),

1. A written notice of pet violation will be issued to the pet owner. The notice shall contain:

a) A statement of the factual basis for the determination, and the pet rule or rules alleged to be violated;

b) A statement allowing the pet owner five (5) days from the date of the notice to correct the violation(s), and;

c) The pet owner's rights under the BHA/WCHA's Grievance Policy.

The BHA/WCHA's Grievance Policy shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

2. If a pet owner fails to correct the violation(s) within the allocated time, the BHA/WCHA shall follow the procedures for Urgent Removal of an Animal found in Section VII of this Policy. The said pet shall be prohibited from returning to BHA/WCHA property pending resolution of any dispute regarding said violation.

3. Any violations of the Pet Ownership Policy within a twelve (12) month period shall result in the revocation of pet ownership privileges for all members of the unit wherein the pet resided for the remainder of the resident's tenancy.

4. If it resident harbors a pet without BHA/WCHA approval, or permits repeated "visits" from unregistered pets (unless the unregistered "visiting" pet would quality under Section IX above), pet ownership privileges for all members of the unit will result in suspension of pet ownership privileges for the remainder of the resident's (and all household members) tenancy.

If the BHA/WCHA must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/her pet deposit as well as their pet ownership privileges.

## 18.0 REPAYMENT AGREEMENTS

When a resident owes the BHA/WCHA back charges and is unable to pay the balance by the due date, the resident may request that the BHA/WCHA allow him/her to enter into a Repayment Agreement. The BHA/WCHA has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed 12 months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

For families paying minimum rent and who have had their rent abated for a temporary period, the BHA/WCHA shall enter into a repayment agreement.

## 19.0 TERMINATION

### *19.1 TERMINATION BY RESIDENT*

The Resident may terminate the lease at any time upon submitting a 20-day written notice to vacate prior to the end of the month the resident wishes to move. If the Resident vacates prior to the end of the end of the month he or she will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

### *19.2 TERMINATION BY THE HOUSING AUTHORITY*

**Community Service Requirement**. Each adult Resident, not exempted from community service requirements, is required to contribute to eight (8) hours of community service per month to the community in which the Resident resides. Exempted Residents are those who are employed, elderly, disabled, participating in an economic self-sufficiency program, excluded from the State's work requirements, or enrolled in a qualifying state program. Residents must gain approval for exemption from BHA/WCHA. Failure to comply with the community service requirement shall constitute a breach of this Rental Agreement and shall be grounds to terminate Resident's Rental Agreement pursuant to Section 10 of the Rental Agreement.

Refusal or repeated failure of the Resident to comply with any such rule or regulation shall be deemed a material breach of the Rental Agreement and shall constitute good cause for termination of said Agreement by the BHA/WCHA, and for eviction of Resident in accordance with Section 9 of Rental Agreement.

The BHA/WCHA may exempt some Residents from performing the tasks described because of age, infirmity or physical disability.

Twelve months after the BHA/WCHA has implemented the mandated community service requirement, it will not renew the lease of any non-exempt family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The BHA/WCHA will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

A. Nonpayment of rent or other charges;

B. A history of late rental payments. If any resident receives (4) four 14-Day Notices for non-payment of rent in any 12 month period.

C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;

D. Failure to allow inspection of the unit;

E. Failure to maintain the unit in a safe and sanitary manner;

F. Assignment or subletting of the premises;

G. Use of the premises for purposes other than as a dwelling unit (other than for BHA/WCHA-approved resident businesses);

H. Destruction of property;

I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;

J. Any criminal activity or any activity that would be a crime on the premises or property or drug-related criminal activity on or off the property or premises by the Resident. This includes, but is not limited to, the manufacture of methamphetamine on the premises of the BHA/WCHA.

K. Any criminal activity, or any activity that would be a crime within a Resident's unit regardless of who conducted the criminal activity and the Resident or household members failed to take reasonable measures to prevent or control such activity;

L. Any criminal activity or any activity that would be considered a crime on or off the property and/or premises or drug-related activity that would be a crime or similar criminal activity on or off the property and/or premises regardless of who conducted such activity that the Resident was aware of and failed to take reasonable measures to control, including but not limited to notifying the resident manager and/or BHA/WCHA staff of the activity upon learning of such activity;

M. Non-compliance with Non-Citizen Rule requirements;

N. Threatening, harassing or the use of obscenities toward any BHA staff member, contractors or building assistants:

O. Permitting persons not on the lease to reside in the unit more than 14 days each year without the prior written approval of the BHA/WCHA; and

P Allowing persons who are known and registered as sex offenders to enter or loiter on or near the premises; individuals who have participated in drug related

criminal activity or who have been issued a Notice of trespass by the BWCHA which prohibit them from entering any building, unit or common area.

Q. Other good cause.

The BHA/WCHA will take immediate action to evict any household that includes an individual who is under a State sex offender registration program.

### *19.3 ABANDONMENT*

The BHA/WCHA will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit, or the family and/or Resident has been absent for 180 consecutive days in any circumstance for any reason, regardless of payment of rent, without prior written approval obtained from the BHA/WCHA Management. The BHA/WCHA will consider a unit to be abandoned when a resident has both been absent for a period of 30 consecutive days, without written pre-approval and/or without reasonable cause or excuse, and has failed to pay rent for the same time period. A family and/or Resident may be absent from a unit for brief period of time, no greater than 30 days without payment of rent. Absence shall mean that no member of the family or the Resident is residing in the unit. Verification of occupancy may include letters to the unit, phone calls, visits, or questions to the neighbors. Absences for vacations, hospitalization shall not be deemed abandonment, unless absence is in excess of 30 days. A family's abandonment of a unit shall not bar readmission or resumption of assistance to the family or Resident.

When a unit has been abandoned, a BHA/WCHA representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the BHA/WCHA does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office. Disposition of the property left in the resident's unit shall occur in a manner consistent with this policy and applicable state law. To the extent that there may be a conflict between this policy and State law, the provisions of State law shall control.

Any money raised by the sale or disposition of the property goes to cover money owed by the family to the BHA/WCHA such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known, the BHA/WCHA will mail it to the family. If the family's address is not known, the BHA/WCHA will keep it for the resident for one year. If it is not claimed within that time, it belongs to the BHA/WCHA.

Within 30 days of learning of abandonment, the BHA/WCHA will either return the deposit or provide a statement of why the deposit is being kept.

### *19.4 RETURN OF SECURITY DEPOSIT*

Any refund of rent and/or Security/Damage/Cleaning deposit due the Resident will be mailed by the BHA/WCHA within fourteen (14) days of the termination of the rental/lease of agreement. At such time, the BHA/WCHA will return the security deposit or give the family a written statement of why all or part of the security deposit is being kept.

The BHA/WCHA will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within fourteen (14) days.

# 20.0 HOUSE RULES

## *20.1 HOUSE RULES AND REGULATIONS*

The following are House Rules and are additional rules and regulations governing and regulating the activity and behavior of the Residents and their guests and are additional obligations of the Residents under their lease.

A. **Towing/Abandoned Vehicles:** The parking and removal of vehicles shall be subject to the BHA/WCHA towing policy set forth in Section 23, below. Residents shall only be allowed to park one (1) vehicle on-site however, additional vehicles may be approved by the BHA/WCHA pursuant to the Towing Policy or Towing Procedures. Trailers, boats, commercial vehicles, recreational vehicles, truck campers and inoperable, unlicensed or disabled passenger vehicles of any kind shall not be parked on the premises, common areas or street without prior approval of the BHA/WCHA. Vehicles which have been abandoned, that are not operable, or do not have license tabs shall have a sticker placed on the windshield giving the owner or operator notice that requires the vehicle to be removed from the property within 5 calendar days, or it will be towed a the owner's expense pursuant to the Towing Policy and Towing Procedures.

**B.** **Parking/Vehicle Registration.** Each vehicle shall be registered pursuant to the BHA/WCHA Vehicle Registration Procedure. Each vehicle of a Resident, dependant, live-in aid, guest or other shall be parked only in designated areas. Failure to register a vehicle and/or park in properly designated areas shall subject the vehicle to being towed at the owner's expense pursuant to the Towing Policy set forth herein.

C. **Quiet Hours.** The BHA/WCHA reserves the right to establish quiet hours at each facility in order to assure and maintain the peace and quiet enjoyment of the premises for all Residents. These quiet hours shall be posted at each facility.

D. **Domestic Violence.** Domestic Violence as defined by RCW 10.99.020, or otherwise, is prohibited and any Resident engaged in such activity shall be subject to termination of his or her lease agreement and is consistent with the prohibition of criminal activity or activity that would be considered a crime as set forth in the lease.

E. **Solicitation.** Solicitation by any individual, group, or party on the premises is prohibited.

G. **Transfer Policies.** The transfer of a Resident from one unit to any other unit shall be subject to the transfer policies of the BHA/WCHA.

H. **Laundry Facility.** Use of the laundry facility is subject to the rules established for each facility by the BHA/WCHA.

I. **Common Area Use.** Use of the common areas is subject to the rules established for each facility by the BHA/WCHA.

J. **Firearms/Fireworks.** The Resident(s) or the guests of Resident(s) shall not discharge any firearm, fireworks, explosives, pellet gun, BB gun, slingshot, bow and arrow, or any other instrument or device capable of launching a projectile of any type in, on, or near the premises.

K. **Smoking.** Smoking any product in any BHA/WCHA common area or entryway, except outside of the premises and away from any entry or exit so that no other Resident, or his or her guest, or an employee, agent, guest of the BHA/WCHA is affected by the smoking is prohibited. No Resident or guest shall discard any smoking device or butts or burned tobacco in any location other than a trash receptacle located outside of any building and only then after such material has been fully extinguished.

L. **Barbecue/Grills.** The use of barbecues and grills shall only occur within designated common areas. The use of barbecues and grills inside or outside the unit (including balconies) and other than in the designated common areas is strictly prohibited and constitutes a material breach of the lease agreement.

M. **Guest Limitations.** Any person who spends a night at a unit and is not a Resident or an approved dependant shall be deemed a Guest. Guests are limited to 14 consecutive nights per year at a unit, and 21 total days per year within a property. A guest of one Resident may not stay with one Resident and become a guest of another Resident where the total number of days at a property exceeds 21 days per year. Exceptions to the limitations on guest stays, such as in the instance of a health situation, assisted living or other similar circumstance may be made in writing to the BHA/WCHA Management, with supporting attached documentation from a licensed physician prior to the commencement of the guest(s) arrival at the property.

N. **Criminal Activity.** The Resident shall not engage in any activity that would be considered criminal in nature including drug-related activity or possession of any illegal narcotics, on or off the premises. This includes but is not limited to the manufacture of methamphetamine or any illegal narcotic on the premises of the BHA/WCHA. The Resident shall take all reasonable measures to prevent and stop any criminal activity within their unit regardless of who conducts or has conducted the activity. The Resident shall take all reasonable measures to alert the police and/or the resident manager and/or

the BHA/WCHA staff of the illegal activity immediately upon learning of it. This includes any drug-related activity as well as the possession of narcotics or illegal firearms on the premises.

O. **Non-motorized bicycle storage**. Residents may store non motorized bicycles they own in either the bicycle racks provided by the BHA or directly in their apartment. Bicycles stored in the racks are subject to the BHA bicycle storage policy and procedures.

P. **Vehicle Maintenance.** Resident(s) and their guest(s) are prohibited from storing or working on vehicles on the premises. This includes but is not limited to changing oil, rotating tires, engine tune-up, and any other types of mechanical vehicle maintenance.

Refusal or repeated failure of the Resident to comply with any such rule or regulation shall constitute good cause for termination of this agreement by the BHA/WCHA and for eviction of the Resident in accordance with the Resident's lease agreement.

## 21.0 TRESPASS POLICY

Any non-resident will be directed to leave and will be barred from returning to any BHA/WCHA property if that person or persons has engaged in the following:

1. Makes unreasonable noise;

2. Engages in fighting or in violent or threatening behavior;

3. Substantially interferes with any right, comfort or convenience of any BHA/WCHA resident or employee;

4. Engages in any activity that constitutes a criminal offense;

5. Engages in any activity involving firearms, illegal drugs or violence;

6. Damages, defaces or destroys any property belonging to BHA/WCHA, or any BHA/WCHA resident or employee;

7. Litters on any BHA/WCHA property;

8. Drives in a careless or reckless manner;

9. Acts in a manner that would be considered a violation of the Fair Housing Act or the Civil Rights Act; or

10. Engages in gang activity, including, but not limited to:

a. wearing clothing, jewelry, or tattoos unique to gang affiliation (color alone is not sufficient to establish gang affiliation);

b. grouping to show gang affiliation or to intimidate rival gangs or Residents; or

c. claiming gang membership.

Any person who fails to leave the property after being directed to do so, or who returns to the property after being given such direction, will be subject to arrest and prosecution for Criminal Trespass under RCW9A.52.070, OR RCW 9A.52.080. Resident managers and BWCHA staff shall be authorized to initiate an action of Trespass against any persons who engage in any of the above activities

### *21.1 NOTICE TO EXCLUDED PERSONS*

A. Any excluded or trespassed person as well as the Resident they are visiting shall receive written notice that the excluded person(s) are prohibited from entering or remaining on the premises including the common areas of the designated BHA/WCHA property for any reason whatsoever, and that entering or remaining on the designated property may result in arrest for Criminal Trespass (RCW9A.52.070 or RCW 9A.52.080).

B. The Resident(s), and/or an excluded person, may appeal the exclusion. To do so, a written request for review consistent with the Grievance Policy contained herein, must be filed within 10 days to the BHA/WCHA Security Services Manager with an attached copy of the Trespass Notice.

C. The Resident and/or the excluded person may apply for a temporary waiver of the Notice to exclude a guest. To do so, the waiver request, including a statement of the reasons justifying the waiver, and a copy of the trespass form, must be filed in writing to the BHA/WCHA Security Services Manager.

D. After one year from the date of this exclusion notice, the excluded person and/or Resident may apply in writing to the Security Services Manager for reconsideration of the exclusion.

E. The exclusion remains in effect during any appeal, request for waiver or request for reconsideration and is only lifted by written notice from the Security Services Manager Officer or a member of BHA/WCHA Management Staff.

## 22.0 TOWING POLICY

The parking and removal of vehicles shall be subject to the BHA/WCHA towing policy, and the BHA/WCHA towing procedures adopted by BHA/WCHA Management.

**A.** **ABANDONED AND INOPERABLE VEHICLES**. Vehicles which have been abandoned, are not operable, or do not have license tabs shall be labeled with a notice that requires the vehicle to be removed from the property within the time frame set forth in the BHA/WCHA procedures, or it will be towed a the owner's expense pursuant to the Towing Procedures adopted by BHA/WCHA Management.

**B.** **IMPROPERLY PARKED VEHICLE**. All vehicles shall be parked in areas designated for vehicles. Vehicles parked in areas not designated for vehicles, including but not limited to sidewalks, flowerbeds, yards, lawns, driveways, entryways, areas marked no parking, shall be deemed an "Improperly Parked Vehicle." All Improperly Parked Vehicles are subject to immediate towing at the owner's sole expense, pursuant to the Towing Procedures adopted by BHA/WCHA Management.

**C.** **DANGEROUS VEHICLES**. Dangerous vehicles include, but are not limited to vehicles that pose an immediate danger to the health or safety of the Residents and/or their guests. Such vehicles include, but are not limited to those parked in fire lanes, blocked up on jack stands or other devices, vehicles requiring blocks under the wheels to prevent them from rolling, and/or vehicles with attachments, parts or pieces, whether original equipment or otherwise, that may by their nature, location and/or configuration could cause injury or damage to persons or other property. Dangerous vehicles are subject to immediate towing at the owner's sole expense, pursuant to the Towing Procedures adopted by BHA/WCHA Management.

## 23.0 INFORMAL REVIEW AND GRIEVANCE POLICY

The purpose of this policy is to set forth the requirements, standards and criteria for informal reviews and a grievance procedure to be established and implemented by the BHA/WCHA to assure that a Resident(s) is afforded an opportunity for a hearing if the Resident(s) disputes within a reasonable time any BHA/WCHA action or failure to act involving the Resident's lease agreement with the BHA/WCHA or BHA/WCHA regulations which adversely affect the individual Resident's rights, duties, welfare or status.

This Grievance Policy, including informal review policies and requirements shall be applicable to all individual grievances as defined below between the Resident and the BHA/WCHA. The Grievance Policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of Residents and the BHA/WCHA Hearing Officers. Informal review and grievance procedures shall be adopted by the BHA/WCHA Management.

### *23.1 INFORMAL REVIEW*

Any grievance shall be personally presented, either orally or in writing, to the BHA/WCHA office or to the office of the project in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. A written grievance must be signed by the complainant. The grievance must be presented within 10 days following the action or failure to act that is the basis of the grievance. The grievance may be simply stated, but must include, at a minimum, the following:

- The grounds upon which the grievance is made or based;
- The action requested to be taken.
- The name(s), address, and phone number of the complainant and similar information about the complainant's representative.

Within 10 working days of the informal discussion, a summary of the discussion will be given to the complainant by the BHA/WCHA representative. One copy will be filed in the Resident's file. The summary will include: names of participant, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

**DISSATISFACTION WITH AN INFORMAL CONFERENCE**

A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the Resident and one retained in the BHA/WCHA's Resident file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons for the dissatisfaction as well as specify the procedures by which a hearing may be obtained under this policy if the complainant is not satisfied.

### *23.2 GRIEVANCE POLICY*

**A. DEFINITIONS.** For the purpose of this policy, the following definitions are applicable:

**Grievance** shall mean any dispute which a Resident may have with respect to BHA/WCHA action or failure to act in accordance with the individual Resident's lease or BHA/WCHA policy, procedures or regulations that adversely affect the individual Resident's rights, duties, welfare or status.

**Complainant** shall mean any Resident whose grievance is presented to the BHA/WCHA or at the project management office in accordance with this policy.

**Hearing Officer** shall mean a person selected in accordance with this policy to hear grievances and render a decision with respect thereto.

**Resident** shall mean the adult person (or persons) (other than a live-in aide): (1) who resides in the unit and who executed the lease with the BHA/WCHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) who resides in the unit and who is the remaining head of household of the Resident family residing in the dwelling unit. **(g)** Resident organization includes a resident management corporation.

**B.** **REQUEST FOR HEARING.** The complainant shall submit a written request for a hearing to the BHA/WCHA or the project office within a reasonable time after receipt of the summary of discussion as set forth above. For a grievance under the expedited Grievance Policy herein, the complainant shall submit such expedited request at such time as is specified by the BHA/WCHA for a grievance under the expedited Grievance Policy and/or procedure. The written request shall specify: (1) the reasons for the grievance; and (2) the action or relief sought. A grievance hearing shall be conducted by an impartial person or persons appointed by the BHA/WCHA, other than a person who made or approved the BHA/WCHA action under review or a subordinate of such person. The BHA/WCHA has adhered to the following method for the appointment of a hearing officer: Appointment of a person or persons (who may be an officer or employee of the BHA/WCHA) selected in the manner required under the BHA/WCHA grievance procedure.

**C.** **FAILURE TO REQUEST A HEARING.** If the complainant does not request a hearing in accordance with this paragraph, then the BHA/WCHA's disposition of the grievance under the informal process above shall become final. Provided, that failure to request a hearing shall not constitute a waiver by the complainant of his or her right thereafter to contest the BHA/WCHA's action in disposing of the complaint in an appropriate judicial proceeding.

**D.** **HEARING PREREQUISITE.** All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed above as a condition precedent to a hearing under this section: Provided, that if the complainant shall show good cause why he failed to proceed in accordance with the informal procedure to the hearing officer, the provisions of this subsection may be waived by the hearing officer.

**E.** **ESCROW DEPOSIT.** Before a hearing is scheduled in any grievance involving the amount of rent which the BHA/WCHA claims is due, the complainant shall pay to the BHA/WCHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. These requirements may be

waived by the BHA/WCHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure: Provided that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the BHA/WCHA's disposition of his or her grievance in any appropriate judicial proceeding.

**F. SCHEDULING OF HEARINGS.** Upon complainant's compliance with the foregoing requirements for the filing of a grievance and the request of a hearing, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and the BHA/WCHA. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate BHA/WCHA official.

**G. EXPEDITED GRIEVANCE PROCEDURE.** (1) The BHA/WCHA may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves: (i) Any criminal activity or activity that would be considered a crime that threatens the health, safety, or right to peaceful enjoyment of the BHA/WCHA's public housing premises by other Residents or employees of the BHA/WCHA, or (ii) Any drug-related criminal activity on or near such premises. (2) In the case of a grievance under the expedited grievance procedure, informal settlement of grievances/procedures is not applicable. (3) Subject to the requirements of this section, the BHA/WCHA may adopt special procedures concerning a hearing under the expedited grievance procedure, including provisions for expedited notice or scheduling, or provisions for expedited decision on the grievance.

**H. PROCEDURES GOVERNING THE HEARING.**

(a) The hearing shall be held before a hearing officer.

(b) The complainant shall be afforded a fair hearing, which shall include:

(1) The opportunity to examine before the grievance hearing any BHA/WCHA documents, including records and regulations, which are directly relevant to the hearing. The Resident(s) shall be allowed to copy any such document at the Resident's expense. If the BHA/WCHA does not make the document available for examination upon request by the complainant, the BHA/WCHA may not rely on such document at the grievance hearing.

(2) The right to be represented by counsel or other person chosen as the Resident's representative and to have such person submit statements on the Resident's behalf;

(3) The right to a private hearing unless the complainant requests a public hearing;

(4) The right to present evidence and arguments in support of the Resident's complaint, to controvert evidence relied on by the BHA/WCHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the BHA/WCHA or project management relies; and

(5) A decision based solely and exclusively upon the facts presented at the hearing.

(c) The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

(d) If the complainant or the BHA/WCHA fails to appear at a scheduled hearing, the hearing officer panel may make a determination to postpone the hearing for not to exceed 5 business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the BHA/WCHA shall be notified of the determination by the hearing officer: Provided that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the BHA/WCHA's disposition of the grievance in an appropriate judicial proceeding.

(e) At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the BHA/WCHA must sustain the burden of justifying the BHA/WCHA action or failure to act against which the complaint is directed.

(f) The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require the BHA/WCHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

(g) The complainant or the BHA/WCHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

(h) Accommodation of persons with disabilities.

(1) The BHA/WCHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

(2) If the Resident is visually impaired, any notice to that Resident is required to be in an accessible format under this subpart.

## I. DECISION OF THE HEARING OFFICER.

(a) The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the BHA/WCHA. The BHA/WCHA shall retain a copy of the decision in the Resident's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the BHA/WCHA and made available for inspection by a prospective complainant, his or her representative, or the hearing officer.

(b) The decision of the hearing officer shall be binding on the BHA/WCHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the BHA/WCHA Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that

(1) The grievance does not concern BHA/WCHA action or failure to act in accordance with or involving the complainant's lease on BHA/WCHA regulations, which adversely affect the complainant's rights, duties, welfare or status;

(2) The decision of the hearing officer or hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the BHA/WCHA.

(c) A decision by the hearing officer, or Board of Commissioners in favor of the BHA/WCHA, or which denies the relief requested by the complainant in whole or in part, shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

### *23.3 HOUSING AUTHORITY EVICTION ACTIONS*

If a Resident has requested a hearing in accordance with these duly adopted Grievance procedures on a compliant involving a BHA/WCHA notice of termination of tenancy, and the hearing officer upholds the BHA/WCHA action, the BHA/WCHA shall not commence an eviction action until it has served a notice to vacate on the Resident.

Such notice to vacate must be in writing and specify that if the Resident fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, which ever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees.

### *23.4 APPEALS BY APPLICANTS*

Applicants who are determined ineligible, who do not meet the BHA/WCHA admission standards, or where the BHA/WCHA does not have an appropriate size and type of unit in its inventory, will be given written notification promptly, including the reason for the determination. Ineligible applicants will be promptly notified and provided with a letter detailing their individual status stating the reason for their ineligibility and offering them an opportunity for an informal hearing. If the applicant requests an informal hearing, the BHA/WCHA will provide an informal hearing within 30 working days of receiving the request. The BHA/WCHA will notify the applicant of the place, date and time. Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence along with the data compiled by the BHA/WCHA which will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within 15 working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing do not apply to BHA/WCHA determinations that affect applicants.

### *23.5 HEARING AND APPEAL PROVISION FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"*

A. ASSISTANCE. Assistance to a family may not be delayed, denied, reduced or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal. Assistance to the family may not be delayed, denied,

reduced, or terminated while the BHA/WCHA hearing is pending but assistance to an applicant may be delayed as allowed by applicable HUD regulations

B. INS DETERMINATION OF INELIGIBILITY. If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the BHA/WCHA notifies the applicant or Resident within 10 days of his or her right to appeal to the INS within 30 days or to request an informal hearing with the BHA/WCHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the BHA/WCHA a copy of the appeal and proof of mailing or the BHA/WCHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a BHA/WCHA hearing must be made within 14 days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Policy" 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 BHA/WCHA 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 BHA/WCHA 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 as described above) are entitled

to a hearing based on the right to a hearing regarding determinations of Resident Rent and Total Resident 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.

## 24.0 FRAUD COMMITTED BY FAMILY

If the family fails to provide timely, complete and accurate information as required to correctly calculate rent subsidy, the Bellingham Housing Authority may consider any such action or inaction by the family to constitute program fraud. If fraud is suspected, the Bellingham Housing Authority will take steps to investigate the circumstances. If it is determined that the family acted willfully to conceal or misrepresent facts that are material to rent calculation then the Bellingham Housing Authority will take appropriate action against the family.

1. The Bellingham Housing Authority will notify the family that it is reviewing the family's file in response to information that it has received. The notice will state that the family may be asked to attend an interview once the investigative phase has been completed.

2. The Bellingham Housing Authority will thoroughly document the family's file as part of an investigation of the facts. Such documentation will include the source of information, effective dates of unreported or misreported facts and the type and source of verification obtained. When fraud is suspected, the Bellingham Housing Authority may request information from third parties without obtaining permission from the family if the family refuses to sign releases when requested.

3. If the Housing Authority determines that there was a willful act on the part of the family in an attempt to increase the family's housing subsidy, the Bellingham Housing Authority will recalculate the subsidy.

4. After the adjustment in subsidy has been calculated, the Bellingham Housing Authority will interview the family and present the facts of the case. The family will be advised of their right to an informal hearing at that time.

5. The family will be offered an opportunity to repay any overpayment of housing subsidy. If the family accepts their responsibility for repayment and completes their obligation under a repayment agreement, the Bellingham Housing Authority will close the matter. However, the family will be notified that they are subject to a zero-tolerance policy for future misrepresentation of facts that could affect their subsidy calculation

6. The Bellingham Housing Authority will notify the HUD Seattle Field Office of the outcome of the investigation and the proposed resolution. If the family fails to

follow through with the repayment agreement then the case will be referred to the HUD Seattle Field Office for possible federal prosecution

7. The Bellingham Housing Authority has determined, on the basis of its investigation of the facts, that the family has willfully failed to report a change of family conditions within the time frames specified elsewhere in this ACOP. Such a failure to report changes may result in retroactive adjustments to the family's subsidy. Retroactive adjustments may necessitate a repayment of subsidy by the family. If the family refuses to repay the subsidy overpayment or fails to abide by the terms of a repayment agreement, the Bellingham Housing Authority may forward the case to the Seattle HUD Field Office for further action including possible federal prosecution.

   If the Bellingham Housing Authority determines that the family has committed program fraud by under-reporting income or by failing to report in a timely fashion any changes in family situation that would have a material impact upon subsidy calculations, the effective date of the change will be the first day of the month following the change of circumstances. All such determinations will be reported to the Department of Housing and Urban Development at the Seattle Field Office

# 25.0 COMMUNITY SERVICE

## *25.1 GENERAL*

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

## *25.2 EXEMPTIONS*

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

A. Family members who are 62 or older.

B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.

C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.

D. Family members engaged in work activity as defined in section 407(d) of the Social Security Act, specified below. Family member who are employed and work at least 10 hours per week.

1. Unsubsidized employment;

2. Subsidized private-sector employment;

3. Subsidized public-sector employment;

4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

5. On-the-job-training;

6. Job-search and job-readiness assistance;

7. Community service programs;

8. Vocational educational training (not to exceed 12 months with respect to any individual);

9. Job-skills training directly related to employment;

10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;

11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and

12. The provision of childcare services to an individual who is participating in a community service program.

E. Family members who are or would be exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.

F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

### *25.3 NOTIFICATION OF THE REQUIREMENT*

The BELLINGHAM/WHATCOM COUNTY Housing Authorities shall identify all adult family members who are apparently not exempt from the community service requirement.

The BELLINGHAM/WHATCOM COUNTY Housing Authorities shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The BELLINGHAM/WHATCOM COUNTY Housing Authorities shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after October 1st. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

### *25.4 VOLUNTEER OPPORTUNITIES*

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The BELLINGHAM/WHATCOM COUNTY Housing Authorities will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the Bellingham Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

### *25.5 THE PROCESS*

Upon admission or at the first annual reexamination on or after BHA/WCHA Fiscal Year starting October 1st of each year, and each annual reexamination thereafter, the BELLINGHAM/WHATCOM COUNTY Housing Authorities will work with the Whatcom Volunteer Center (WVC) to do the following:

1. Provide orientation and a list of volunteer opportunities to the family members.

2. Provide information about obtaining suitable volunteer positions.

3. Enroll members and provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

4. The volunteer center will track the family member's progress monthly.

5. The WVC will provide BHA monthly reports of hours so that at least thirty (30) calendar days before the family's next lease anniversary date the BELLINGHAM/WHATCOM COUNTY Housing Authorities can determine whether each applicable adult family member is in compliance with the community service requirement.

### *25.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT*

The BELLINGHAM/WHATCOM COUNTY Housing Authorities will notify any family found to be in noncompliance of the following:

1. The family member(s) has been determined to be in noncompliance;

2. That the determination is subject to the grievance procedure; and

3. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

### *25.7 OPPORTUNITY FOR CURE*

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

commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the BELLINGHAM/WHATCOM COUNTY Housing Authorities shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

### *25.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES*

In implementing the service requirement, the BELLINGHAM/WHATCOM COUNTY Housing Authorities may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees or replace a job at any location where residents perform activities to satisfy the service requirement.

# GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** This is the amount of the household income, after deductions for specified allowances, on which the Resident rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and childcare expenses for children less than 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Assistance applicant:** A family or individual that seeks admission to the public housing program.

**Ceiling Rent:** Maximum rent allowed for some units in public housing projects.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") 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 such assistance.

**Criminal Activity:** Any activity that would be considered a crime under the laws of the State of Washington, the applicable municipality, federal laws, or any other applicable authority, regardless of whether there is an actual criminal charge filed or a conviction entered.

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to $480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. *[1937 Act]*

**Drug-Related Criminal Activity**: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802.

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of $400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of 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.). (24 CFR 5.100)

**Family** includes but is not limited to**:**

A. A family with or without children;

B. An elderly family;

C. A near-elderly family;

D. A disabled family;

E. A displaced family;

F. The remaining member of a Resident family; and

G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a Resident family. (24 CFR 5.403)

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members**: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Imputed Income**: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Income Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

A. Is determined to be essential to the care and well being of the persons;

B. Is not obligated for the support of the persons; and

C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Mixed population development:** A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in Resident selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:**

A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or Resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Resident receives important consideration not measurable in dollar terms. (24 CFR 5.603(d)).

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Participant:** A family or individual that is assisted by the public housing program.

**Person with Disabilities:** A person who:

A. Has a disability as defined in 42 U.S.C. 423

B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;

2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

C. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Previously unemployed**: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency (BHA/WCHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Resident Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

**Responsible Entity:**

A. For the public housing program, the Section 8 Resident Resident-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24

CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;

B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Self-Declaration:** A type of verification statement by the Resident as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** This allowance is that portion of a welfare benefit (e.g., TANF) which the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a Resident family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**Specified Welfare Benefit Reduction:**

A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection wit the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;

2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

3. because a family member has not complied with other welfare agency requirements.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Resident:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b)).

**Resident Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, Resident rent equals total Resident payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, Resident rent equals total Resident payment less the utility allowance. (24 CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Resident Payment (TTP):**

A. Total Resident payment for families whose initial lease is effective on or after August 1, 1982:

1. Total Resident payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:

   a. 30% of the family's monthly-adjusted income;

   b. 10% of the family's monthly income; or

   c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

   If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total Resident payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total Resident payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total Resident payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Resident rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total Resident payment for the family occupying the unit. (24 CFR 5.603).

**Very Low-Income Families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

# ACRONYMS

| | |
|---|---|
| **ACC** | Annual Contributions Contract |
| **CFR** | Code of Federal Regulations |
| **FSS** | Family Self Sufficiency (program) |
| **HCDA** | Housing and Community Development Act |
| **HQS** | Housing Quality Standards |
| **HUD** | Department of Housing and Urban Development |
| **INS** | (U.S.) Immigration and Naturalization Service |
| **NAHA** | (Cranston-Gonzalez) National Affordable Housing Act |
| **NOFA** | Notice of Funding Availability |
| **OMB** | (U.S.) Office of Management and Budget |
| **BHA/WCHA** | Public Housing Agencies |
| **QHWR** | Quality Housing and Work Responsibility Act of 1998 |
| **SSA** | Social Security Administration |
| **TTP** | Total Resident Payment |

# APPENDIX I: ADDENDUM FOR PROGRAM INTEGRITY

## 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 BHA/WCHA is committed to assure that the proper level of benefits is paid to all Residents, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The BHA/WCHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Section outlines the BHA/WCHA's policies for the prevention, detection and investigation of program abuse and Resident fraud.

### A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the BHA/WCHA undertake an inquiry or an audit of a Resident family arbitrarily. The BHA/WCHA's expectation is that Resident families will comply with HUD requirements, provisions of the lease, and other program rules. The BHA/WCHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the BHA/WCHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor Residents' lease obligations for compliance and, when indicators of possible abuse come to the BHA/WCHA's attention, to investigate such claims.

The BHA/WCHA will initiate an investigation of a Resident family only in the event of one or more of the following circumstances:

> Referrals, Complaints, or Tips. The BHA/WCHA will follow up on referrals from other agencies, companies or persons that are received by mail, by telephone or in person, which allege that a Resident 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 Resident file.
>
> Internal File Review. A follow-up will be made if BHA/WCHA staff discovers (as a function of a re-certification, an interim re-determination, or a quality control review), information or facts, which conflict with previous file data, the BHA/WCHA'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 BHA/WCHA receives independent verification or documentation that conflicts with representations in the Resident file (such as public record information or credit bureau reports, reports from other agencies).

## B. STEPS THE BHA/WCHA 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 Resident families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by Resident families.

Resident Counseling. The BHA/WCHA will routinely provide Resident 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.

Resident Resident Certification. All family representatives will be required to sign a "Resident Certification" form, as contained in HUD's Resident Integrity Program Manual.

## C. STEPS THE BHA/WCHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The BHA/WCHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Observation. The BHA/WCHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances that 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.

## D. THE BHA/WCHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The BHA/WCHA staff will encourage all Resident families to report suspected abuse to Director of Housing Programs. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the Resident file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The HA will not follow up on allegations which are vague or otherwise non-specific. The HA 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 Resident of the BHA/WCHA 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 BHA/WCHA 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 Director of Housing Programs will initiate an investigation to determine if the allegation is true or false.

## E. HOW THE BHA/WCHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the BHA/WCHA 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 BHA/WCHA 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 BHA/WCHA's review.

Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, the BHA/WCHA 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 BHA/WCHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate BHA/WCHA office. A high standard of courtesy and professionalism will be maintained by the BHA/WCHA 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 BHA/WCHA

Documents and other evidence obtained by the BHA/WCHA during the course of an investigation will be considered "work product" and will either be kept in the Resident file, or in a separate "work file." In either case, the Resident file or work file shall be kept in a secure location. Such cases under review will not be discussed among BHA/WCHA Staff unless they are involved in the process, or have information that may assist in the investigation.

## G. CONCLUSION OF THE BHA/WCHA'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 BHA/WCHA 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 Resident?

Is the family eligible for continued occupancy?

## I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the BHA/WCHA will propose the most appropriate remedy based upon the type and severity of the violation.

Procedural Non-compliance

This category applies when the Resident "fails to" observe a procedure or requirement of the BHA/WCHA , 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 BHA/WCHA .

Warning Notice to the Family. In such cases a notice will be sent to the family that contains the following:

?? A description of the non-compliance and the procedure, policy or obligation that was violated.

?? The date by which the violation must be corrected, or the procedure complied with.

?? The action that will be taken by the BHA/WCHA if the procedure or obligation is not complied with by the date specified by the BHA/WCHA.

?? The consequences of repeated (similar) violations.

**Intentional Misrepresentations**

When a Resident falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the Resident, the BHA/WCHA will evaluate whether or not:

?? the Resident had knowledge that his/her actions were wrong, and;

?? that the Resident willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the Resident was made aware of program requirements and prohibitions. The Resident's signature on various certifications, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrongdoing.

The Resident willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

?? An admission by the Resident of the misrepresentation.

?? That the act was done repeatedly.

?? If a false name or Social Security Number was used.

?? If there were admissions to others of the illegal action or omission.

?? That the Resident omitted material facts that were known to them (e.g., employment of self or other household member).

?? That the Resident falsified, forged or altered documents.

?? That the Resident uttered and certified to statements at a rent (re)determination that were later independently verified to be false.

**Dispositions of Cases Involving Misrepresentations**

In all cases of intentional misrepresentations involving efforts to recover monies owed, the BHA/WCHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

1. Criminal Prosecution: If the BHA/WCHA has established criminal intent, and the case meets the criteria for prosecution, the BHA/WCHA may:

Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.

2. Administrative Remedies: The BHA/WCHA may:

?? Terminate tenancy and demand payment of restitution in full.

?? Terminate tenancy and execute an administrative repayment agreement in accordance with the BHA/WCHA'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 BHA/WCHA's repayment policy.

# APPENDIX II: PET LEASE ADDENDUM

RESIDENT ACKNOWLEDGMENT

After reading and/or having this document read to me with this lease addendum I, _____agree to the following:

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with the rules as outlined in this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by my pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s). I understand that it is highly recommended to all Resident pet owners to obtain personal liability insurance in order to cover any potential damages that may be caused to another Residentby the pet.

I agree to accept full responsibility and will indemnify and hold harmless the landlord for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a refundable pet deposit of $_____to the BHA/WCHA. The Annual Fee and Initial Deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by the Landlord at the termination of the lease to repair the premises and cover any damages caused by the pet in the unit. The pet deposit remaining balance after the final inspection, will be returned to the Resident when the premises are vacated and all keys have been returned.

I agree and understand that all information concerning my pet(s) must be updated annually and provided to the BHA/WCHA at the Annual Reexamination.

I agree and understand the violation of this lease addendum may result in the removal of the pet(s) from the property of the BHA/WCHA and/or eviction. I also understand that I may not be allowed to own any type of pet in the future while being an occupant of the BHA/WCHA.

Additionally, I agree and understand that I must obtain prior approval from the Housing Authority before making a change of a pet for which this policy was approved, or adding a second pet. A picture of the pet(s) will be taken by the Resident for the Housing Authority staff for identification and documentation purposes.

_____ _____

Head of Household Signature Date

_____ _____

Housing Authority Representative Signature Date