

PHA Plans
Streamlined Annual
Version

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

OMB No. 2577-0226
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief for certain types of PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

Streamlined Annual PHA Plan
for Fiscal Year: 2006
PHA Name: Spokane Housing Authority

WA055 V01

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: Spokane Housing Authority

PHA Number: WA055

PHA Fiscal Year Beginning: (mm/yyyy) 07/2005

PHA Programs Administered:

- Public Housing and Section 8** **Section 8 Only** **Public Housing Only**
- Number of public housing units: 125 Number of S8 units: Number of public housing units:
- Number of S8 units: 4,564

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: Dianne Quast Phone: (509)328-2953
TDD: (509)323-9502 Email: dquast@spokanehousing.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.

Attachments to FY2006 Streamlined Annual Plan

WA055A01	Admissions & Continued Occupancy
WA055B01	Community Space Policy
WA055C01	Drug Free Housing Addendum
WA055D01	Flat Rents Worksheet
WA055E01	Grievance Procedures
WA055F01	Housing Choice Voucher Administrative Plan
WA055G01	Lease Agreement Guidelines
WA055H01	Maintenance Policy
WA055I01	Swimming Pool Addendum
WA055J01	Pet Policy
WA055K01	Right to Reasonable Accommodation
WA055L01	Safety & Crime Prevention Policy
WA055M01	Schedule of Charges
WA055N01	Screening Criteria
WA055O01	Service Animal Policy
WA055P01	Smoke Detector Fire Safety Addendum
WA055Q01	RAB Participation

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
- 8. Capital Fund Program 5-Year Action Plan

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? If yes, complete the following table; if not skip to B. NO

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
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? 2
3. Yes No: May families be on more than one list simultaneously?
If yes, how many lists? 2
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:	
b. Development Number:	
c. Status of Grant:	
	<input type="checkbox"/> Revitalization Plan under development
	<input type="checkbox"/> Revitalization Plan submitted, pending approval
	<input type="checkbox"/> Revitalization Plan approved
	<input type="checkbox"/> Activities pursuant to an approved Revitalization Plan underway

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

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

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

- Conversion

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? 10

b. PHA-established eligibility criteria

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

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

- Continued recruitment. Apply for homeownership counseling funds through the state.

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

- Staff has the expertise 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 down payment 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 :)

- Washington Family Services Fund Application – Requested statewide waiver pending with HUD.

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

- 5 Units – Summitview – Census Tract 23
- 5 Units – St. Margarets – Census Tract 32
- 10 Units – Riverwalk point I – Census Tract 113
- 10 Units – Transitional Living Center – Census Tract 11

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:

- County of Spokane and City of Spokane

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)
- Other: (list below)

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

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
√	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;</i>	5 Year and Annual Plans
√	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
√	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	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, 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 HCV Admin Plan Admissions & Continued Occupancy Policy
√	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
√	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
√	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
√	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
√	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
√	Schedule of flat rents offered at each public housing development. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
√	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
√	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
√	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
N/A	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
		Sufficiency
√	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
√	Any policies governing any Section 8 special housing types <input type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
√	Public housing grievance procedures <input type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
√	Section 8 informal review and hearing procedures. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
√	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
√	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
N/A	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
√	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
√	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
√	Policies governing any Section 8 Homeownership program (Section 23 of the Section 8 Administrative Plan)	Annual Plan: Homeownership
√	Public Housing Community Service Policy/Programs <input checked="" type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
√	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
√	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
N/A	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
√	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
√	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) (list individually; use as many lines as necessary)	(specify as needed)
N/A	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Spokane Housing Authority			Grant Type and Number Capital Fund Program Grant No: WA19P055501-02 Replacement Housing Factor Grant No:		Federal FY of Grant: 02
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending 12/31/2004 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	208,944.00		208,944.00	183,118.95
3	1408 Management Improvements				
4	1410 Administration	15,000.00		15,000.00	15,000.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	223,944.00		223,944.00	198,118.95
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				

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Spokane Housing Authority		Grant Type and Number Capital Fund Program Grant No: WA19P055501-03 Replacement Housing Factor Grant No:			Federal FY of Grant: 03
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2004 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	184,258.00		184,258.00	107,478.00
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	184,258.00		184,258.00	107,478.00
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				

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFP RHF) Part I: Summary					
PHA Name: Spokane Housing Authority		Grant Type and Number Capital Fund Program Grant No: WA19P055502-03 Replacement Housing Factor Grant No:			Federal FY of Grant: 03
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:12/31/2004 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	36,722.00		36,722.00	13,779.00
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	36,722.00		36,722.00	13,779.00
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				

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

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFP RHF) Part I: Summary					
PHA Name: SPOKANE HOUSING AUTHORITY			Grant Type and Number Capital Fund Program Grant No: WA19P055501-04 Replacement Housing Factor Grant No:		Federal FY of Grant: 2004
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	213,391.00		213,391.00	0
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	213,391.00		213,391.00	0
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				

7. Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name SPOKANE HOUSING AUTHORITY		X Original 5-Year Plan <input type="checkbox"/> Revision No:			
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2005 PHA FY: 2005	Work Statement for Year 3 FFY Grant: 2006 PHA FY: 2006	Work Statement for Year 4 FFY Grant: 2007 PHA FY: 2007	Work Statement for Year 5 FFY Grant: 2008 PHA FY: 2008
	Annual Statement				
55001/Parsons		-0-	-0-	-0-	-0-
55002/Scattered Sites		-0-	-0-	-0-	-0-
<i>55004/Scattered Sites</i>		-0-	-0-	-0-	-0-
55006/Scattered Sites		-0-	-0-	-0-	-0-
55007/Scattered Sites		-0-	-0-	-0-	-0-
55008/Scattered Sites		-0-	-0-	-0-	-0-
HA Wide/Operations		210,000	210,000	210,000	210,000
HA Wide/Mgmt Impr		-0-	-0-	-0-	-0-
HA Wide/Administr		-0-	-0-	-0-	-0-
CFP Funds Listed for 5-year planning		210,000	210,000	210,000	210,000
Replacement Housing Factor Funds					



**ADMISSIONS
AND
CONTINUED
OCCUPANCY
POLICY**

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I. Nondiscrimination

A. Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in the way it carries out its programs. It is the policy of the Housing Authority (PHA) to comply with all Civil Rights laws, including but not limited to:
 - *Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin marital status, sexual orientation, or sex;*
 - *Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;*
 - *Executive Order 11063;*
 - *Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;*
 - *The Age Discrimination Act of 1975, which establishes certain rights of the elderly;*
 - *Title II of the Americans with Disabilities Act of 1990 (ADA) requires that the PHA provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. However, Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to the PHA's housing units;*
 - *Any applicable State laws or local ordinances; and*
 - *Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.*
2. The PHA shall not discriminate because of race, color, national origin, sex, religion, familial status, marital status, sexual orientation or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, which is part of a development under the PHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.
3. PHA shall not, on account of race, color, national origin, sex, religion, familial status, marital status, sexual orientation or disability:
 - (a) Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
 - (b) Provide anyone housing that is different (of lower quality) from that provided others ;
 - (c) Subject anyone to segregation or disparate treatment;
 - (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
 - (e) Treat anyone differently in determining eligibility or other requirements for admission;
 - (f) Deny anyone access to the same level of services; or
 - (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

4. PHA shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.
5. PHA will correct situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the PHA's housing program and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988, there are requirements, optional actions and prohibitions:
 - a. PHA **must**, upon request by an applicant or resident with a disability:
 - make structural modifications to its housing and non-housing facilities; and;
 - make reasonable accommodations in its procedures or practices **unless** such structural modifications or reasonable accommodations would result in an undue financial and administrative burden on the Authority, or would result in a fundamental alteration in the nature of the program;
 - b. In making structural modifications to "Existing housing programs" or in carrying out "Other Alterations" for otherwise qualified persons with disabilities, PHA **may**, but is not required to:
 - make each of its existing facilities accessible; or
 - make structural alterations when other methods can be demonstrated to achieve the same effect; or
 - make structural alterations that require the removal or altering of a load-bearing structural member; or
 - provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level;
 - c. When the PHA is making "Substantial Alterations" to an existing housing facility PHA **may**, but is not required to:
 - provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; or
 - make structural alterations that require the removal or altering of a load-bearing structural member; or
 - make structural alterations to meet minimum accessibility requirements where it is structurally impracticable also. Note that the undue burdens test is not applicable to housing undergoing substantial alteration.
6. PHA will not permit these policies to be subverted to do personal or political favors. PHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

B. Making Programs and Facilities Accessible to People with Disabilities

1. Facilities and programs used by residents will be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the PHA has such facilities) will be usable by residents with a full range of disabilities. To the extent that the PHA offers such facilities, if none is already accessible, some will be made so, subject to the undue financial and administrative burden test.

2. Documents used by applicants and residents will be accessible for those with vision or hearing impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English.
3. PHA will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, PHA staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand.
4. When PHA has initial contact with the applicant, PHA staff will ask whether the applicant requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: a qualified sign language interpreter provided for and paid for by the PHA having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font; information on audiocassette; permitting applicants to file applications by mail; and, permitting alternative sites for the receipt of applications. In addition, the PHA's obligation to provide alternative forms of communication to persons with disabilities does not preclude an individual's right to have a friend, relative or advocate accompany him/her for purposes of conducting business with the PHA.
5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. ~~PHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreters for the hearing impaired because the Fair housing law makes no such requirement).~~
6. At a minimum, PHA will prepare information to be used by applicants and residents in plain language accessible formats.

C. Serving Persons with Limited English Proficiency

It is Northeast Washington Housing Solutions' (NEWHS) policy to ensure meaningful access to its programs by limited English proficient (LEP) persons. NEWHS is committed to taking reasonable, necessary steps to make certain that no eligible person has their assistance denied, decreased or terminated simply because they face challenges communicating in English.

Background

The Department of Justice (DOJ) adopted final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National origin Discrimination Affecting Limited English Proficiency Persons, Federal Register / Vol. 67, No 117 / Tuesday, June 18 2002 / Notices, pursuant to Executive Order 13166 dated August 11, 2000.

DOJ guidance provides NEWHS with a framework to determine how best to comply with statutory and regulatory obligations to provide meaningful access to the benefits, services, information, and other important portions of NEWHS' programs and activities for LEP persons.

Section 601 of Title VI provides that no person shall “on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance

Language access services, as DOJ’s guidance emphasizes, are a bridge to help those who have not yet acquired, or cannot acquire, English proficiency. They are a bridge to help these millions of LEP members of the American Public have meaningful access to statement of rights, complaint processes, government benefits and services, and other critical information and programs

Language Assistance Plan

The purpose of NEWHS’ recipient language assistance plan is to ensure that reasonable and necessary steps are taken to prevent an eligible LEP person from receiving rental assistance, not receiving the appropriate amount of assistance, or cause a denial or termination of assistance.

Notice to LEP Persons

- Prospective beneficiaries, applicants and participants are given notice of the availability of free of charge language assistance services via the SHA’s telephone system.
- Language Assistance posters will be prominently posted in areas where the public, prospective beneficiaries, applicants and participants will see them. This sign notifies LEP persons in numerous languages of the availability of free of charge language assistance services and invites them to identify themselves as persons in need of such services.
- “I speak cards” will be used by staff to identify the prospective beneficiary, applicant or participant’s language needs.
- Staff shall obtain their team leader’s approval prior to utilizing an outside language assistance service provider.
- A cover letter written in the non-English language of populations that are likely to be served, shall be attached to all forms, documents and letters sent to a prospective beneficiary, applicant/participant to give them notice that this is an important document affecting their eligibility, and that language interpretation services are available to them free of charge.
- Notices, in non-English languages, about the availability of free of charge language assistance services, shall be inserted in brochures, pamphlets, and other informational materials.
- NEWHS’ web site will give notice in non-English languages that language assistance is available free of charge.
- The family’s primary language will be identified on their paper and electronic files.
- Staff will maintain a language assistance log, which will annotate each time language assistance is offered and/or provided.

Use of Language Interpreter and Translator Services

Contract language services may be utilized as a reasonable cost-effective language service option. When providing language assistance NEWHS will only employ language service providers who have demonstrated proficiency in and ability to communicate/translate information accurately in both English and in the other language.

Use of Bilingual Staff

Bilingual NEWHS' staff who have demonstrated proficiency in and ability to communicate/translate information accurately in both English and the other language, shall be utilized to help meet NEWHS' language service obligations. Towards this end, NEWHS shall provide modest language pay for certified bilingual staff.

Use of Community Volunteers

Community volunteers may be used, if they are competent in the skill of interpreting and knowledgeable about applicable confidentiality and impartiality rules.

Use of Family Members or Friends as Interpreters

Where LEP persons so desire, they shall be permitted to use, at their own expense, an interpreter of their own choosing (whether a professional interpreter, family member or friend) in place of as a supplement to the free language services expressly offered by NEWHS. NEWHS shall take special care to ensure that family, legal guardians, caretakers, and other informal interpreters are appropriate in light of the circumstances and subject matter of the information, including protection of the applicants/participants administrative, confidentiality interest in accurate interpretations.

In many circumstances, family members (especially children) or friends are not competent to provide quality and accurate interpretations. Issues of confidentiality, privacy, or conflict of interest may also arise. LEP individuals may feel uncomfortable revealing or describing sensitive, confidential, or potentially embarrassing medical, law enforcement, violent assaults, family, or financial information to a family member, friend, or member of the local community. In addition, such informal interpreters may have a personal connection to the LEP person or an undisclosed conflict of interest, such as the desire to protect themselves or another perpetrator in a domestic violence or other criminal matter.

For these reasons, when oral language services are necessary, NEWHS shall offer competent interpreter services free of charge. If the LEP person voluntarily chooses to provide his or her own interpreter, NEWHS staff shall record that choice in the applicant's/participant's file. Staff should take care to ensure that the LEP person is aware of the possible problems if the preferred interpreter is a minor child, and that the LEP person knows that a competent interpreter could be provided by NEWHS at no cost.

II. Eligibility for Admission and Processing of Applications

A. Affirmative Marketing

1. PHA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. PHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.
2. Marketing and informational materials will:

- a. Comply with Fair Housing Act requirements on wording, logo, and size of type, etc.
- b. Describe the housing units, application process, waiting list and preference structure accurately;
- c. Use clear and easy to understand terms and more than strictly English-language print media;
- d. Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;
- e. Make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- f. Be clear about PHA's responsibility to provide reasonable accommodations to people with disabilities.

B. Qualifying for Admission

- 1. It is PHA's policy to admit **only** qualified applicants.
- 2. An applicant is qualified if he or she meets all of the following criteria:
 - a. Is a family, as defined in Section XII of this policy;
 - b. Meets HUD requirements on citizenship or immigration status;
 - c. Has an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in PHA offices.
 - d. Provides documentation of Social Security numbers for family members age 6 or older, or certifies that they do not have Social Security numbers, and
 - e. Meets the Applicant Selection Criteria in Section II.
 - f. of these policies, including completing a PHA-approved pre-occupancy orientation session if requested.

C. Establishing and Maintaining the Waiting List

- 1. It is the policy of PHA to administer its waiting list as required by HUD's regulations.
- 2. Opening and Closing Waiting Lists
 - a. For any unit size or type, if the PHA's waiting list has sufficient applications to fill anticipated vacancies for the coming 12 months, PHA may elect to:
 - (i) Close the waiting list completely;
 - (ii) Close the list during certain times of the year; or
 - (iii) Restrict intake by preference, type of project or by size and type of dwelling.

- b. A decision to close the waiting list will consider the number of applications for each size and type of unit, the number of applicants who qualify for a preference, and the ability of PHA to house applicants in twelve to eighteen months. Decisions to close waiting lists, restrict intake, or open waiting lists will be publicly announced.
 - c. When the waiting list is closed, PHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.
- 3. Determining if the Waiting List may be Closed

PHA will use its **Procedure on Opening and Closing the Waiting List** to determine whether the waiting list(s) should be closed.
- 4. Updating the Waiting List
 - a. Once each year PHA will update each waiting list sublist by contacting all applicants in writing. If, after two attempts in writing, no response is received, PHA will withdraw the name of an applicant from the waiting list. At the time of initial intake, PHA will advise families that they must notify the PHA when their circumstances, mailing address or phone numbers change.
 - b. PHA will remove an applicant's name from the waiting list only in accordance with its **Procedure on Updating the Waiting List and Removing Applications**.
- 5. Change in Preference Status While on the Waiting List
 - a. Situations of some families who did not qualify for a local or ranking preference when they applied may change so they are qualified for a preference. The family should contact PHA so their status may be re-certified or re-verified. Applicants whose preference status changes while they are on the waiting list retain their original date and time of application or application number, as applicable.
 - b. If PHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

D. Processing Applications for Admission

- 1. PHA will accept and process applications in accordance with applicable HUD Regulations and PHA's **Procedure on Taking Applications and Initial Processing**. PHA will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.
- 2. Interviews and Verification Process

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

- a. The following items will be verified according to PHA's **Procedure on Verification**, to determine qualification for admission to PHA's housing:
 - (i) Family composition and type (Elderly/Disabled/near elderly /non-elderly);
 - (ii) Annual Income;
 - (iii) Assets and Asset Income;
 - (iv) Deductions from Income;
 - (v) Preferences;
 - (vi) Social Security Numbers of all Family Members;
 - (vii) Applicant Screening Information; and
 - (viii) Citizenship or eligible immigration status.
 - b. Third party written verification is the required form of documentation to substantiate applicant or resident claims. If attempts to obtain third party written verification are unsuccessful, PHA may also use:
 - (1) phone verifications with the results recorded in the file, dated, and signed by PHA staff;
 - (2) review of documents, and, if no other form of verification is available;
 - (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.
 - c. Verification of eligible immigration status shall be carried out pursuant to **24 CFR § 5.5**. Citizens are permitted to certify to their status.
3. Applicants reporting zero income will be asked to complete a family expense form to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses.
 4. PHA's applications for admission public housing shall indicate for each application the date and time of receipt; applicant's race and ethnicity; determination by PHA as to eligibility of the applicant; when eligible, the unit size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

E. The Preference System

1. An admission preference does not guarantee admission. Preferences establish the order of placement on the waiting list. Every applicant must still meet PHA's Selection Criteria before being offered a unit.
2. Factors other than preferences that affect the selection of applicants from the waiting list. Before applying its preference system, PHA will match the characteristics of the available unit to the applicants available on the waiting list. Unit size, accessibility features, or type of project limit the admission of families to households whose characteristics "match" the vacant unit available. By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing before families with an earlier date and time of application or families with a higher preferences (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference). Factors other than the preference system that affect applicant selection are described below:
 - a. When selecting a family for a unit with **accessible features**, PHA will give a preference to families that include persons with disabilities who can benefit from

the unit's features. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families. If no family needing accessible features can be found for a unit with such features, PHA will house a family not needing the unit features, but a non-disabled family in an accessible unit will be required to move so that a family needing the unit features can take advantage of the unit.

- b. When selecting a family for a unit in housing designated for elderly families, or disabled families, if any, PHA will give a priority to elderly, disabled or near elderly families.
- c. When selecting a family for a unit in a property that houses elderly and disabled families, as opposed to a general occupancy development that houses non-elderly families as well, PHA will give equal priority to elderly families and disabled families.
- d. When selecting a single person at a Mixed Population development, elderly, disabled or displaced single persons have priority over other singles. Single applicants who are not elderly, disabled or displaced can only be admitted after all elderly or disabled families or single displaced persons have been offered units. Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease), meet the definitions of the preferences described below.

3. Definition of Displacement

PHA defines Displacement Preference to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, displaced, through no fault of their own, by governmental action. These sub-categories are equal.

4. Designated Housing

The preference system will be used to match the characteristics of the family to the type of unit available, including developments with HUD-approved designated populations. The ability to provide preferences for some family types will depend on unit size available.

- a. **Projects designated for the elderly:** Elderly families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan. When there are insufficient elderly families, near-elderly families will receive a priority for this type of unit. Only elderly and near-elderly can live in designated elderly buildings, and near-elderly can only live there if the designated plan specifies that they can. No other type of family is eligible for admission to a designated elderly building.
- b. **Projects designated for disabled families:** Disabled families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan.
- c. **Mixed population Projects:** Elderly families, disabled families will receive equal priority for admission to such units and all such will receive offers before single people who are not elderly, disabled or displaced.

- d. **General Occupancy Projects:** The priority for elderly and disabled families and displaced persons over single persons does not apply at General Occupancy Properties.
5. Administration of the Preferences
- a. Depending on the time an applicant may have to remain on the waiting list, PHA will either verify preferences at the time of application (when the waiting list is short or nonexistent) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verifying preferences is one of the earliest steps in processing applicants for admission. Preference verifications shall be no more than 120 days old at the time of certification.
 - b. PHA may use a pre-application to obtain the family's certification that it qualifies for a preference. The family will be advised to notify PHA of any change that may affect their ability to qualify for a preference.
 - c. Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
 - d. Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will be moved into the No preference category, and to a lower position on the waiting list based on date and time of application.
6. Notice and Opportunity for a Meeting

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

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

F. Screening Applicants for Admission

- 1. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, PHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:
 - a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;

- b. to care for and avoid damaging the unit and common areas;
 - c. to use facilities and equipment in a reasonable way;
 - d. to create no health, or safety hazards, and to report maintenance needs;
 - e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f. not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
 - g. to comply with necessary and reasonable rules and program requirements of HUD and the PHA.
2. How PHA will check ability to comply with essential lease requirements:
- a. Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with PHA's **Procedure on Applicant Screening**. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the PHA.
 - b. The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to**:
 - (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
 - (ii) Adversely affect the physical environment or financial stability of the project;
 - (iii) Violate the terms and conditions of the lease;
 - (iv) Require services from PHA staff that would alter the fundamental nature of PHA's program.
 - c. PHA may conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form may ask questions based on the essential elements of tenancy. Answers may be subject to third party verification.
 - d. PHA may complete a credit check and a rental history check on all applicants.
 - e. Payment of funds owed to PHA or any other housing authority is part of the screening evaluation. PHA may reject an applicant for unpaid balances owed PHA by the applicant for any program that PHA operates.
 - f. PHA may complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before the PHA rejects an applicant on the basis of criminal history, the PHA must notify the household of

the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

- g. If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, the PHA shall seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the household member is currently engaging in illegal drug use.
 - h. PHA may complete a home visit on all applicants that have passed criminal history screening and have incomplete or questionable landlord references to determine if the applicant's housekeeping would create health or sanitation problems. Staff completing the home visit may consider whether the conditions they observe are the result of the applicant's treatment of the unit or are caused by the unit's overall substandard condition.
 - i. Housekeeping criteria to be checked shall include, but not be limited to: Conditions in living room, kitchen (food preparation and clean up), bathroom, bedrooms, entranceways, halls, and yard (if applicable); Cleanliness in each room; and General care of appliances, fixtures, windows, doors and cabinets. Other PHA lease compliance criteria will also be checked, such as: Evidence of destruction of property; unauthorized occupants; Evidence of criminal activity; and Conditions inconsistent with application information. All applicants shall have at least two days' advance written notice of Home Visits.
 - j. All applicants may be asked to attend and complete PHA's Pre-Occupancy Orientation.
 - k. PHA's examination of relevant information respecting past and current habits or practices may include, but is not limited to, an assessment of the applicant's adult family members':
 - Past performance in meeting financial obligations, especially rent and utility bills.
 - Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.
 - History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development.
 - PHA may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection;
 - PHA may, if a statute requires that the PHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.
- A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).

- An applicant's ability and willingness to comply with the terms of PHA's lease.
1. The PHA is **required** to reject the applications of certain applicants for criminal activity or drug abuse by household members:
 - The PHA shall reject the application of any applicant for three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the PHA may admit the household if the PHA determines that:
 - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the PHA, or
 - The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
 - The PHA is required to reject the application of a household if the PHA determines that:
 - Any household member is currently engaging in illegal use of a drug; or
 - The PHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right peaceful enjoyment of the premises by other residents; or
 - Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or
 - Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; or
 - Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - m. An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
 - n. Applicants must be able to demonstrate the ability and willingness to comply with the terms of PHA's lease, either alone or with assistance that they can demonstrate they will have at the time of admission. Availability of assistance is subject to verification by PHA.
3. Screening applicants who claim mitigating circumstances
 - a. If negative information is received about an applicant, PHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.

- b. Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that, when verified, indicate:
 - (1) the reason for the unsuitable rental history and/or behavior; and
 - (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- c. If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, PHA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. PHA shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
- d. Examples of mitigating circumstances might include:
 - (i) Evidence of successful rehabilitation;
 - (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
 - (iii) Evidence of successful and sustained modification of previous disqualifying behavior.
- e. Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. PHA will consider such circumstances in light of:
 - (i) the applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;
 - (ii) the applicant's overall performance with respect to all the screening requirements; and
 - (iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

4. Qualified and Unqualified Applicants

- a. Verified information will be analyzed and a determination made with respect to:
 - (i) Eligibility of the applicant as a family;
 - (ii) Eligibility of the applicant with respect to income limits for admission;
 - (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status;
 - (iv) Unit size required for and selected by the family;

- (v) Preference category (if any) to which the family is entitled; and
- (vi) Qualification of the applicant with respect to the Selection Criteria.

- b. Qualified families will be notified by PHA of the approximate date of admission insofar as that date can be determined, however the date stated by PHA is an estimate and does not guarantee that applicants can expect to be housed by that date.
- c. Unqualified applicants will be promptly notified by a Notice of Rejection from PHA, stating the basis for such determination and offering an opportunity for informal hearing (see **Procedure for Informal Hearing for Rejected Applicants**). Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process.
- d. **All applicants will be provided a reasonable accommodation request form with notice of rejection.**

G. Occupancy Guidelines

- 1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear and under-utilization.

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

Number of Bedrooms	Min Persons/Unit (Largest Unit Size)	Max Persons/Unit (Smallest Unit Size)
0BR	1	1
1BR	1	3
2BR	2	5
3BR	3	7
4BR	4	9
5BR	5	11

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

- a. It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- b. Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- c. Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.
- d. An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one-bedroom unit. In determining unit size.

- e. PHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
 - f. A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
 - g. A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
 - h. Efficiency apartments will be occupied first by persons who prefer efficiencies to 1 BR units. Once applicants who prefer efficiencies have been housed, single individuals applying to Mixed Population buildings who wish to live in 1 Bedroom units (rather than efficiencies) will participate in a lottery to determine whether they will be offered a 1 BR or an efficiency.
2. The Local Housing Code of two persons per bedroom will be the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.
 3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.
 4. When a family applies for housing and when the waiting list is updated, some families will qualify for more than one unit size. These applicants will choose the waiting sublist where they wish to receive a unit offer. Based on the family's choice, they will be placed on the appropriate waiting sublist by unit size.
 5. If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change.
 6. When a family is actually offered a unit, if they no longer qualify for the unit size where they were sublisted, they will be moved to the appropriate sublist, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.
 7. The PHA shall change the family's sublist at any time while the family is on the waiting list at the family's request.

III. Tenant Selection and Assignment Plan

A. Organizing the Waiting List

1. Community-wide Waiting List

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

- type and size of unit needed and selected by the family (e.g. general occupancy building accessible or non-accessible unit, number of bedrooms);

- applicant preference or priority, if any; and
- date and time the application is received.

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

2. **Site based waiting list**

the PHA elects to operate Site-based Waiting Lists, the application for such lists shall be part of the PHA's annual plan.

- All current applicants for units of the size and type offered at developments with Site-based Waiting Lists will be given an opportunity to list up to three developments where they would accept a unit offer or to opt for the "first available" unit offer.
- Thereafter, new applicants would have the same opportunity to select up to three developments or "first available" unit offer.
- Once the initial Site-based lists are established, all applicants will be informed of the length of each list and have an opportunity when their application is updated to change their site selection.
- Although applicants will have an opportunity to select the sites where they wish to receive offers, the waiting list and unit offers will continue to be administered centrally.

B. Making Unit Offers to Applicants

1. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status fair housing guidelines will be used to make unit offers.
 - The first qualified applicant in sequence on the waiting list is made an offer of a unit of appropriate size and type, if the applicant turns down this unit and another unit of appropriate size and type is available, they will be made another and final offer.
 - The applicant must accept the vacancy offered or be dropped from the waiting list.
 - Applicants who are removed from the waiting list because they refuse unit offers without good cause may not reapply for housing for 12 months.
2. PHA will first match the unit available to the highest-ranking applicant for a unit of that size, type and special features (if any), taking into account any designated housing (if applicable). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application or lower application number will receive the earliest offer.

3. In the selection of a family for a unit with accessible features, PHA will give preference to families that include a person with disabilities who can benefit from the unit features.
4. Local and ranking preferences will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the PHA will make an offer to an applicant who does not qualify for a ranking preference. Certain types of transfers will also be processed with new admissions. See Section F. for the ratio of transfers to new admissions.
5. The applicant must accept the vacancy offered within 5 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities) or be removed from the waiting list. All offers made over the phone will be confirmed by letter.
6. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean. If two units are ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

C. Removing Applicant Names from the Waiting List

To ensure vacant units are filled in a timely manner, PHA needs a waiting list that is accurate. While each applicant must keep PHA apprised of changes in address, phone number, income or other circumstances, no applicant shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria; or
4. The application is withdrawn because the PHA attempted to contact the applicant and was unable to do so. In attempting to contact an applicant, the following methods shall be undertaken before an application may be withdrawn:
 - The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact PHA either by returning the update postcard or in person, bringing proof of identity;
 - When five working days have elapsed from the date when the PHA mails the letter, if there is no response from the applicant, the applicant will be sent the same letter by mail;
 - If an applicant contacts PHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position;
 - When PHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, PHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.

5. Persons who fail to respond to PHA attempts to contact them because of verified situations related to a disability shall be entitled to reasonable accommodation. In such circumstances PHA shall reinstate these individuals to their former waiting list positions.

D. Good Cause for Applicant Refusal of Unit Offer

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

1. Examples of “good cause” for refusal of an offer of housing are:
 - The unit is not ready for move-in at the time of the offer of housing. “Ready for move-in” means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that **is** ready for move-in;
 - Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
 - The family demonstrates that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency.

Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;

- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
- The unit has lead paint and the family has children under the age of seven;
- The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move;
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; or
- The PHA has HUD-approved site-based waiting lists and the offer is not for one of the sites the applicant has selected.

2. If good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family’s position on the waiting list.
3. PHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

E. Leasing Accessible Units

1. Before offering a vacant accessible unit to a non-disabled applicant, PHA will offer such units:
 - First, to a current public housing resident having a disability that requires the special features of the vacant unit.
 - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible/adaptable unit to a non-disabled applicant, PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

F. Administering the Applicant and Transfer Waiting Lists

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

G. Transfers

PHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Incentive transfers. The definition of each transfer is found in the Transfer section.

1. Emergency and Category 1 and 2 administrative transfers and Incentive transfers will take priority over admissions. Category 3 administrative transfers will be processed at the rate of four admissions to each transfer. The specific definitions of each type of transfer are covered in Section V, Transfers, below.
2. Tenants on the transfer list may refuse transfer offers for the “good cause” reasons cited in Section C above without losing their position on the transfer list.
3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.
4. Tenants may use the PHA Grievance Procedure if they are refused the right to transfer or if PHA is requiring them to transfer and they do not want to do so.

IV. Leasing Policies

A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD’s regulations.
2. The lease shall be signed by the head, spouse, and all other adult members of the household and by the Executive Director or other authorized representative of PHA, prior to actual admission.
3. If a resident transfers from one PHA unit to another, a new lease will be executed for the dwelling into which the family moves.

4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
 - a. A new lease agreement will be executed, or
 - b. A Notice of Rent Adjustment will be executed, or
 - c. An appropriate rider will be prepared and made a part of the existing lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of PHA.
5. Residents must advise PHA if they will be absent from the unit for more than 7 days. Residents shall notify the manager, secure the unit and provide a means for PHA to contact the resident in an emergency. Failure to advise PHA of an extended absence is grounds for termination of the lease.
6. Security deposit will be \$300.00 or Total Tenant Payment (TTP), whichever is less.

B. Showing Units Prior to Leasing

1. When offering units, PHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will contact the applicant to set up a date to show the unit.
2. Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. The form is then sent to the central office for a "good cause" determination.
3. No lease will have an effective date before the unit is ready for occupancy.

C. Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.
 - Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.
 - Also included, would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure.
 - All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.
2. When a resident requests approval to add a new person to the lease, PHA will conduct pre-admission screening of any proposed new adult member to determine whether the PHA will grant such approval. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident

still needs prior permission from PHA to add children other than those born to, adopted by or awarded by the court to the family.

3. Examples of situations where the addition of a family or household **member is subject to screening** are:
 - Resident plans to be married and requests to add the new spouse to the lease;
 - Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
 - A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.
4. Residents who fail to notify PHA of additions to the household or who permit persons to join the household without undergoing screening are violating of the lease. Persons added without PHA approval will be considered unauthorized occupants and the entire household will be subject to eviction.
5. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on PHA premises that would be a lease violation.
 - Visits of less than three days need not be reported to or approved by the Manager.
 - Visits of more than three and less than fourteen days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager.
 - Visits of more than 14 calendar days shall be authorized only by the Director of Assets with advance documentation of extenuating circumstances.
 - Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
6. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.
7. Residents will not be given permission to allow a former resident of PHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.
8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease.
 - The resident shall report the move-out within 30 calendar days of its occurrence.
 - These individuals may not be readmitted to the unit and must apply as new applicant households for placement on the waiting list.
 - Medical hardship or other extenuating circumstances shall be considered by PHA in making determinations under this paragraph.

V. Transfer Policy

A. General Transfer Policy

1. Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.
2. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

B. Types of Transfers

1. The order in which families are transferred shall be subject to the hierarchy by category set forth below.
 - a. Emergency Transfers are **mandatory** when PHA determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to:
 - i. Permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature or;
 - ii. protect members of the household from attack by the criminal element in a particular property or neighborhood.

These transfers shall take priority over new admissions.

- b. Category 1 - Administrative transfers include **mandatory** transfers to: remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-based paint or controls lead based paint hazards; or permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions. Requests for these transfers will be made to the manager with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by PHA (e.g. moving a person with mobility problems to a unit with accessible features or temporarily moving residents to a unit free of lead-based paint hazards).

- c. Category 2 - Administrative transfers correct serious occupancy standards problems. **These transfers will take priority over new admissions.** Category 2 transfers will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom. **These transfers are mandatory.** If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

- d. Category 3 Administrative transfers may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises.

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

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

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

C. Processing Transfers

1. A centralized transfer waiting list will be administered by the central office. Supervisors submit requests for transfer, including necessary documentation, to the eligibility Specialist.
2. Transfers will be sorted into their appropriate categories by the eligibility Specialist. Admissions will be made in the following order:

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

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

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim re-determination.
4. Residents in a Category 2 over/under housed status will be advised in their 30 day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list.
5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.
6. Split-family transfers will be processed as Category 2 administrative transfers.
 - Families that split into 2 "new" households may be transferred to two different units or

- a portion of the “old” household may be transferred to a single unit depending on family circumstances and unit availability.
- Such transfers will be made in a manner that minimizes the impact on vacant units.

D. Good Record Requirement for Transfers

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:
 - have not engaged in criminal activity that threatens the health and safety of residents and staff;
 - do not owe back rent or other charges, or evidence a pattern of late payment;
 - meet reasonable housekeeping standards and have no housekeeping lease violations; and
 - can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).
2. Exceptions to the good record requirements may be made for emergency transfers or when it is to PHA’s advantage to make the transfer. The exception to the good record requirement will be made by the central transfer administrator taking into account the recommendation by the Supervisor. Absent a determination of exception, the following policy applies to transfers:
 - If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
 - A resident with housekeeping standards violations will not be transferred until he/she passes two (2) follow-up housekeeping inspection.

E. Incentive Transfers

1. Incentive transfers are offered to residents who have good rental histories and want to move to units other than those they currently occupy on a non-discriminatory basis.
 - a. Incentive Transfers - PHA may occupy recently modernized and scattered site units through incentive transfers. Modernized units will be filled with incentive transfers, new applicants, or a combination of both in a manner that has the least impact on vacant units.
 - b. Resident requests for incentive transfers should be made to their Housing Supervisor. Supervisor may also recommend a resident for an incentive transfer. To be considered for an incentive transfer, the following conditions must be met:
 - (i) Residency in a PHA development for at least three years.
 - (ii) No more than two repayment agreements or unpaid balances at any time in the past two-(2) years.

- (iii) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
 - (iv) Good housekeeping record.
- 2. Incentive transfers are Category 2 administrative transfers.
- 3. No exceptions will be granted to the good record requirement for incentive transfers.
- 4. A Supervisor's failure to process or recommend an Incentive Transfer is subject to the Grievance Procedure.

F. Paying for Transfers

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

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

A. Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy:

- 1. Qualify as a family as defined in Section XI of this policy.
- 2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
- 3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
- 4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.
- 5. Who are in compliance with the PHA's 8 hour per month community service requirements.

B. Remaining Family Members and Prior Debt

- 1. Remaining family members age 18 years or older will be held responsible for arrearages incurred by the former head or spouse. PHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18.
- 2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

C. Reexaminations

1. Regular reexaminations: PHA shall, at least once a year, re-examine the family composition and incomes of all resident families, except that families paying Flat Rent shall have their incomes reexamined only every three years.
2. Special Reexaminations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made.
3. Special reexamination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
4. New Reexamination Date Following Income Disallowance: When a family qualifies for an earned income disallowance, the date for their next regular reexamination shall be permanently adjusted to be 12 months following the date that the income disallowance began.
5. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 60 days until they have a stable income. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income.
6. Reexamination Procedures
 - a. At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.
 - b. Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be filed in the resident's folder.
 - c. A credit check may be run on each family at re-certification to help detect any unreported income, family members not reported on the lease, etc.
 - d. Verified information will be analyzed and a determination made with respect to:
 - (i) Eligibility of the resident as a family or as the remaining member of a family;
 - (ii) Unit size required for the family (using the Occupancy Guidelines); and
 - (iii) Rent the family should pay.
 - e. Residents with a history of employment whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.
 - f. Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy.

- g. Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Housing Manager for termination of the lease.
7. Action Following Reexamination
- a. If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued.
 - b. If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available.

VII. Interim Rent Adjustments: Fixed Rent System

A. Adjusting Rent between Regular Reexaminations

1. **Residents are required to report all changes in family composition or status** to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. **Residents are also required to report interim increases in income if they have been granted interim rent reductions.**
2. PHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. PHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE PHA ACTION

- a. Decrease in income for any reason, except for decrease that lasts less than 30 days. Increase in income following PHA granting of interim rent decrease.
 - PHA will process an interim reduction in rent if the income decrease will last more than 30 days. PHA will process an interim increase for income increases that follow interim rent reductions.
- b. Increase in earned income from the employment of a current household member.
 - PHA will either defer the increase to the next regular reexamination or, if the individual is eligible for an earned income disallowance, will grant the disallowance.
- c. Increase in unearned income (e.g. COLA adjustment for social security).
 - PHA will defer the increase to the next regular reexamination.
- d. Increase in income because a person with income (from any source) joins the household.
 - PHA will defer the increase to the next regular reexamination.

- e. PHA will process an interim increase in rent if the resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have been. PHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.
3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee.
4. PHA will process interim adjustments in rent as follows:
 - a. When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.
 - b. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.
5. Residents granted a reduction in rent under these provisions will be required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.

B. Effective Date of Adjustments

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

VIII. Lease Termination Procedures

A. General Policy: Lease Termination

No resident's lease shall be terminated except in compliance with HUD regulations and the lease terms.

B. Notice Requirements

1. No resident shall be given a Notice of Lease Termination without being told by PHA in writing the reason for the termination.
 - The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.
 - Lease terminations for certain actions are not eligible for the Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees; and any drug-related

criminal activity.

2. Notices of lease termination may be served personally or posted on the apartment door.
3. Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

C. Recordkeeping Requirements

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

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

IX. Utilities

In some of PHA's developments, residents pay the cost of certain utilities directly to the supplier. At these properties, resident rents are reduced by an Allowance for Utilities developed by PHA in consultation with the utility supplier and reviewed by HUD.

A. Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities:

1. Each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a resident's Total Tenant Payment is less than the utility allowance, PHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the utility company on the resident's behalf.
3. When the utility supplier offers a "Budget" payment plan, it shall be suggested to the resident to use this plan because it protects the resident from seasonal fluctuations in utility bills and ensures adequate heat in the winter.
4. When a resident makes application for utility service in his/her own name, he or she **shall** sign a third party notification agreement so that PHA will be notified if the resident fails to pay the utility bill.
5. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.

6. Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for lease termination and eviction.

B. Excess Utility Charges

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

X. Ceiling Rents/Flat Rents

A. Intent and Purpose

Ceiling rents provide an incentive to remain in public housing to families whose flat rents were reduced because of a hardship to income-based rents and whose incomes then increased so that the income-based rent is unreasonable for the housing being provided. The ceiling rent is thus in effect only for the portion of the year between the family's interim increase in rent and their next annual reexamination (when they can elect the Flat Rent).

B. Establishing Ceiling Rents

PHA has established ceiling rents for all dwelling units inventory-wide. Ceiling rents for a class of units are based on the characteristics of the dwelling units, size, location or other characteristic that is unit based. PHA may revoke or raise ceiling rents at any time after giving reasonable notice to the affected tenants.

C. Calculating Ceiling Rents

PHA will determine the minimum ceiling rents that can be charged for a unit. Ceiling rents are based on the flat rent plus any applicable utility allowance but never less than 75% of the average operating cost for units at the development.

D. What the Resident Pays

Tenants in units where ceiling rents are in effect pay the lower of the ceiling rent or income-based rent.

E. Ceiling Rent Adjustments

The minimum ceiling rent will be adjusted annually to reflect operating expenses as reported on the Statement of Operating Receipts and Expenditures as of the end of the most recent fiscal year.

F. Flat Rents

Flat rents are market-based rents. They vary by unit size and type and also by development location. Once

each year, at the annual re-certification, all residents are offered the choice of paying an income-based rent or the Flat rent. Flat rents represent the actual market value of PHA's housing units. PHA will take the following information into account in developing its Flat rent Schedule:

- Rents of non-assisted rental units in the immediate neighborhood;
- Size of PHA's units compared to non-assisted rental units from the neighborhood;
- Age, type of unit and condition of PHA's units compared to non-assisted rental units from the neighborhood;
- Land use in the surrounding neighborhood;
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at PHA's properties and in the surrounding neighborhood;
- Crime in PHA's developments and the surrounding neighborhood;
- Quality of local schools serving each PHA development;
- Availability of public transportation at each PHA development; and
- Availability of accessible units for persons with mobility impairments.

G. Annual Update of Flat Rents

PHA shall review the Flat Rent structure annually and adjust the rents as needed. When a resident chooses Flat rent, his/her rent shall be adjusted only at the next regular reexamination/ re-certification rather than at the point the Flat rent may change.

H. Re-certification of Families on Flat Rents

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

I. Over income

Residents who are determined to be over income must pay the flat rent rate rather than being removed from the Public Housing program.

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

A. Annual Income

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD.

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

B. Items not included in Annual Income

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years.
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone).
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature). [See

paragraph 14. below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits.]

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies).
6. The full amount of student financial assistance paid directly to the student or the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Certain amounts received that are related to participation in the following programs.
 - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, childcare vouchers, etc. for the duration of the training).
 - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
 - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) to allow participation in a specific program.
 - d. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.
 - e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff.

Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the PHA.
9. Temporary, non-recurring, or sporadic income (including gifts).
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse).
12. Adoption assistance payments in excess of \$480 per adopted child.

13. The incremental earnings and benefits to any resident.
 - a. whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or
 - b. whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or
 - c. whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, **will not be increased during the exclusion period**. For purposes of this paragraph, the following definitions apply:
 - (i) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as onetime payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
 - (ii) During the 12 month period beginning when the member first qualifies for a disallowance, the PHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - (iii) Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
 - (iv) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

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

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [**7 USC 2017 (h)**]
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [**42 USC 5044 (g), 5088**] Examples of programs under this Act include but are not limited to:
 - the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program
 - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs
 - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act [**43 USC.1626 (a)**]
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes [(**25 USC. 459e**)]
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [**42 USC 8624 (f)**]
- Payments received under programs funded in whole or in part under the Job Training Partnership Act [**29 USC 1552 (b)**]
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [**Pub. L. 94- 540, 90 State 2503-04**]
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (**25 USC 1407-08**), or from funds held in trust for an Indian Tribe by the Secretary of Interior [**25 USC 117b, 1407**] and
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [**20 USC 1087 uu**].
 - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 [**42 USC 3056 (f)**]:
 - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;

- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858q);
- Earned income tax credit refund payments received on or after January 1, 1991 (26 USC 32 (j)).
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

C. Anticipating Annual Income

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

D. Adjusted Income

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

For All Families

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed:
 - a. the amount of income earned by the family member released to work; or
 - b. an amount determined to be reasonable by PHA when the expense is incurred to permit education or to seek employment.
2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
3. **Work-related Disability Expenses** — A deduction of un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

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

For elderly and disabled families only:

4. **Medical Expense Deduction** — A deduction of un-reimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by PHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.
 - a. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
 - b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
5. **Elderly/Disabled Household Exemption** — An exemption of \$400 per household. See Definitions in Appendix II.
6. **Optional Deductions/Exemptions:** PHA may amend this policy and grant further deductions. Any such deduction would be noted here.

E. Computing Rent

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which may be paid to the tenant or, directly to the utility company by the PHA.
2. **Total Tenant Payment is the highest of:**
 - **30% of adjusted monthly income;** or

- **10% of monthly income;** but never less than the
- **Minimum Rent;** and never more than the
- **Flat Rent, if chosen by the family or assigned due to in place household being over the maximum income qualifications.**

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

4. The Minimum Rent shall be \$25 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$25 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would be limited to the following:

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

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

5. At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the unit they will be occupying.

NORTHEAST WASHINGTON HOUSING SOLUTIONS COMMUNITY SPACE POLICY FACILITIES USE POLICY

Northeast Washington Housing Solutions has seven community facilities. One is in the administration building and six are located in the following developments:

The Parsons- S. 108 Jefferson

A community room with a kitchenette, tables and chairs, a pool table and television-VCR combination. The room capacity is about 25 persons.

Valley 206- N. 2400 Wilbur Road

A community building including a community room with kitchenette, solarium, large empty room upstairs, exercise room, patio and pool. Rooms have varying capacities.

Heritage Heights- N. 3818 Cook Street

A community room with kitchenette, sofas, tables and chairs and a separate library. The room has a capacity of about 25 persons.

Westfall Village- N. 3724 Cook Street

A community building with full kitchen, computer room, game room, dining area and living room with patio. The capacity is about 50 persons.

Woodhaven- 12408 N. Fairwood Drive

A two-floor community building with upper floor meeting room equipped with kitchenette, fireplace and pool room. The lower floor has a large exercise room and sauna. The meeting room capacity is about 50 persons. Portions of the community room are accessible.

Hifumi En 926 E. 8th Ave

A community room and dining room with a full kitchen and patio. The area will provide room for about 30 people. The spaces are accessible.

The community facilities in the developments listed above exist primarily for the benefit of the residents but shall be available to responsible non-resident sponsored community groups with the written permission of the Executive Director.

Additional community facility:

Administration Building- W. 55 Mission

Board meeting room with tables, chairs, whiteboard and chalkboard. The capacity is about 50 persons.

The primary use of this facility is for staff and board meetings, as well as, client orientations but shall be available to responsible community groups with the written permission of the Executive Director.

All recognized and responsible organizations will be granted equal opportunity, as well as, fair and equal treatment with respect to granting requests for meeting space.

Northeast Washington Housing Solutions Property Manager and the Contract Management Companies shall be responsible for scheduling groups into the spaces. Groups may be regularly scheduled for specific time and space on a continuing basis with the written permission of the Executive Director. This permission shall be subject to revocation by Northeast Washington Housing Solutions at any time. Priorities for scheduling groups into NEWHS housing development community spaces shall be as follows:

- A. Activities or meetings hosted by a recognized resident group.
- B. Activities or meetings hosted by NEWHS.
- C. Activities or meetings hosted by others for the exclusive benefit of residents.
- D. Activities or meetings hosted by community groups for the benefit of both residents and non-residents.

Priorities for scheduling groups into Northeast Washington Housing Solutions administrative community space shall be as follows:

- A. Activities or meetings hosted by the Housing Authority.
- B. Activities or meetings hosted by a recognized resident group.
- C. Activities or meetings hosted by others for the exclusive benefit of residents.
- D. Activities or meetings hosted by community groups for the benefit of both residents and non-residents.
- E. Activities or meetings hosted by community groups for the primary benefit of non-residents.

Responsible community agencies conducting education, health, welfare, and recreation programs to meet the needs of NEWHS' residents may do so without charge for the facility space. Facilities within these spaces may be used occasionally without charge by other groups for non-income producing purposes, such as meetings of veteran's organizations, civic groups, if there is no interference with the use of the building by NEWHS or resident sponsored activities.

Although janitorial services will be provided by NEWHS, or it's vendors, all groups using the facilities are required to restore the space to the condition they found it before the event. This

will require cleaning all litter and excessive dirt to the extent that is practical. The group will agree to be responsible for any damages occurring during their event. Based upon past actions, NEWHS may charge a security deposit prior to a group using the facilities. Continued violation of this condition may be grounds to deny future use of the facility.

No one using the facilities of NEWHS shall allow the use or sale of alcoholic beverages, drugs, or other controlled substances on the premises.

In order to be sure that all agencies or groups using NEWHS' facilities are aware of this policy and agree to comply with it, they shall be required to sign a copy of this policy certifying their agreement to comply with it. A copy of the signed policy shall be kept on file in NEWHS' Office.

Residents and their guests shall be entitled to ordinary and reasonable use of all outside areas (including recreational facilities, playgrounds, roof garden, basketball courts, etc.) in accordance with the Lease, Rules and the Management Plan. However, no resident, guest, or third party is authorized to any other use of any outside area on any Northeast Washington Housing Solutions property except in connection with official Northeast Washington Housing Solutions sponsored activities.

NEWHS is concerned that the outside areas of its properties not be used in such a way as to force residents into becoming "captive audiences" for activities and events which are not sponsored by NEWHS and are not deemed by NEWHS to be within the express or implied purpose of the Authority. It is specifically the intent of NEWHS that the outside areas on its properties not be considered as a designated public forum or even a limited or nonpublic forum so as to require NEWHS to allow third parties to utilize or have access to such areas for activities and events that are not officially sponsored by NEWHS.

Signature: _____

Date: _____

Signature: _____

Date: _____

NEWHS Agent: _____

Date: _____

Northeast Washington Housing Solutions Crime/Drug-Free Housing Addendum

As additional consideration from the tenant to the Landlord, as an inducement to lease, the tenant(s) agrees to comply with the terms of this addendum to protect the health and safety of all concerned.

Tenant, any member of the tenant's household, or guest or other person under the tenant's control, shall not engage in any criminal activity, including any drug-related criminal activity, on or near the property's premises. "Drug-related criminal activity" means any illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the controlled Substances Act [21 U.S.C.802]).

Tenant, any member of the tenant's household, or guest or other person under the tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity in, on, or off the leasehold property.

Tenant or members of the household shall 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.

Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the property's premises or otherwise.

Tenant, any member of the tenant's household, or a guest or other person under the tenant's control, shall not engage in any act of violence or threats of violence, including, but not limited to the unlawful discharge of firearms or destruction of property on or near the property's premises.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A SUBSTANTIAL MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation is a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the Tenant Lease and Rental Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, only an arrest or preponderance of evidence that a violation occurred.

In case of conflict between the provisions of this Addendum and any other provisions of the Tenant Lease and Rental Agreement, the provisions of the Addendum shall govern.

Dated this _____ day of _____, 2004, for

Apartment # _____.

Tenant

Landlord

Tenant

	A	B	D	E	F	I	J
	Size and type of Unit	Address	Flat Rent FY 2004	FMR 10/01/2004	Rent Reasonable 9/2004	Proposed Flat Rent FY 2005 (F)	Difference Flat Rent 2004 to 2005 (I-D)
1							
2	One Bedroom Apartment (Parsons)	108 S Jefferson	\$443.00	\$466.00	\$468.00	\$468.00	\$25.00
3	Two Bedroom Apartment (Parsons)	108 S Jefferson	\$560.00	\$614.00	\$621.00	\$621.00	\$61.00
4							
5	Two Bedroom Scattered-site Duplex units	1029 & 1031 E. Sanson	\$669.00	\$614.00	\$663.00	\$663.00	(\$6.00)
6		18421 & 18423 E. Maxwell	\$676.00	\$614.00	\$710.00	\$710.00	\$34.00
7							
8	Three bedroom Scattered-site Duplex units	10323 & 10325 E Augusta	\$867.00	\$843.00	\$828.00	\$828.00	(\$39.00)
9		10415 & 10417 E Auagusta	\$867.00	\$843.00	\$828.00	\$828.00	(\$39.00)
10		8803 & 8805 E. Michielli	\$867.00	\$843.00	\$828.00	\$828.00	(\$39.00)
11		421 & 425 N Sommer Ct	\$890.00	\$843.00	\$870.00	\$870.00	(\$20.00)
12		513 & 515 N Sommer Ct.	\$890.00	\$843.00	\$870.00	\$870.00	(\$20.00)
13		519 & 521 N Sommer Ct	\$890.00	\$843.00	\$870.00	\$870.00	(\$20.00)
14		7412 & 7414 E Euclid	\$867.00	\$843.00	\$926.00	\$926.00	\$59.00
15							
16	Three Bedroom Scattered-site Houses.	4042 E 4th	\$882.00	\$843.00	\$952.00	\$952.00	\$70.00
17		7121 E 9th	\$1,113.00	\$843.00	\$1,078.00	\$1,078.00	(\$35.00)
18		10101 E 9th	\$1,113.00	\$843.00	\$1,078.00	\$1,078.00	(\$35.00)
19		6306 E 10th	\$1,113.00	\$843.00	\$1,078.00	\$1,078.00	(\$35.00)
20		2011 E 11th	\$882.00	\$843.00	\$952.00	\$952.00	\$70.00
21		2017 E 11th	\$882.00	\$843.00	\$952.00	\$952.00	\$70.00
22		1511 E 16th	\$882.00	\$843.00	\$952.00	\$952.00	\$70.00
23		2930 E 19th	\$1,092.00	\$843.00	\$1,093.00	\$1,093.00	\$1.00
24		4203 E 25th	\$1,055.00	\$843.00	\$1,093.00	\$1,093.00	\$38.00
25		4209 E 25th	\$1,055.00	\$843.00	\$1,093.00	\$1,093.00	\$38.00
26		3424 E 28th	\$1,055.00	\$843.00	\$1,093.00	\$1,093.00	\$38.00
27		1123 E 35th	\$1,055.00	\$843.00	\$1,093.00	\$1,093.00	\$38.00
28		3134 E 35th	\$1,055.00	\$843.00	\$1,093.00	\$1,093.00	\$38.00
29		1406 E 36th	\$1,055.00	\$843.00	\$1,093.00	\$1,093.00	\$38.00
30		1221 S Bettman	\$1,113.00	\$843.00	\$1,078.00	\$1,078.00	(\$35.00)
31		1822 E Bismark	\$837.00	\$843.00	\$974.00	\$974.00	\$137.00
32		3607 W Broad	\$948.00	\$843.00	\$974.00	\$974.00	\$26.00
33		614 E Cascade Place	\$1,111.00	\$843.00	\$1,128.00	\$1,128.00	\$17.00
34		7921 E Dakota	\$1,111.00	\$843.00	\$1,128.00	\$1,128.00	\$17.00
35		1702 E Empire	\$837.00	\$843.00	\$881.00	\$881.00	\$44.00
36		2412 E Empire	\$837.00	\$843.00	\$881.00	\$881.00	\$44.00
37		4123 E Fairview	\$914.00	\$843.00	\$878.00	\$878.00	(\$36.00)
38		1017 S Florida	\$882.00	\$843.00	\$952.00	\$952.00	\$70.00
39		11924 E Frederick	\$997.00	\$843.00	\$1,021.00	\$1,021.00	\$24.00
40		723 E ft Henry Ct.	\$1,086.00	\$843.00	\$1,128.00	\$1,128.00	\$42.00
41		315 E Gettysburg	\$1,111.00	\$843.00	\$1,128.00	\$1,128.00	\$17.00
42		3419 E Glass	\$838.00	\$843.00	\$881.00	\$881.00	\$43.00
43		3134 E Glass	\$838.00	\$843.00	\$881.00	\$881.00	\$43.00
44		3218 E Grace	\$914.00	\$843.00	\$881.00	\$881.00	(\$33.00)
45		4905 N Haye Rd	\$1,124.00	\$843.00	\$1,210.00	\$1,210.00	\$86.00
46		2329 E Indiana	\$914.00	\$843.00	\$878.00	\$878.00	(\$36.00)
47		7706 E Liberty	\$997.00	\$843.00	\$1,021.00	\$1,021.00	\$24.00
48		5312 N Lincoln	\$948.00	\$843.00	\$974.00	\$974.00	\$26.00
49		2924 W Longfellow	\$948.00	\$843.00	\$974.00	\$974.00	\$26.00
50		3307 W Longfellow	\$948.00	\$843.00	\$974.00	\$974.00	\$26.00
51		4227 E Montgomery	\$914.00	\$843.00	\$881.00	\$881.00	(\$33.00)
52		711 S Myrtle	\$882.00	\$843.00	\$952.00	\$952.00	\$70.00
53		2910 E Pacific	\$1,111.00	\$843.00	\$1,128.00	\$1,128.00	\$17.00
54		21323 E Queen	\$1,124.00	\$843.00	\$1,210.00	\$1,210.00	\$86.00
55		3618 N Ralph	\$837.00	\$843.00	\$881.00	\$881.00	\$44.00
56		3702 N Ralph	\$837.00	\$843.00	\$881.00	\$881.00	\$44.00
57		2611 E Rich	\$837.00	\$843.00	\$881.00	\$881.00	\$44.00
58		128 E Rockwell	\$837.00	\$843.00	\$881.00	\$881.00	\$44.00
59		218 E Rockwell	\$837.00	\$843.00	\$881.00	\$881.00	\$44.00
60		26414 E Rowan	\$1,124.00	\$843.00	\$1,210.00	\$1,210.00	\$86.00
61		602 E St Thomas Moore Way	\$1,111.00	\$843.00	\$1,128.00	\$1,128.00	\$17.00
62		4303 W Sanson	\$948.00	\$843.00	\$974.00	\$974.00	\$26.00
63		7616 N Standard	\$1,111.00	\$843.00	\$1,128.00	\$1,128.00	\$17.00
64		3907 W Wellesley	\$948.00	\$843.00	\$974.00	\$974.00	\$26.00
65							
66	Four Bedroom Scattered-site Houses	7224 E Fairview	\$1,081.00	\$956.00	\$1,198.00	\$1,198.00	\$117.00
67		1611 N Raymond	\$1,081.00	\$956.00	\$1,198.00	\$1,198.00	\$117.00
68		4129 E 4th (Mead)	\$1,265.00	\$956.00	\$1,415.00	\$1,415.00	\$150.00
69		3315 S Fiske	\$1,239.00	\$956.00	\$1,234.00	\$1,234.00	(\$5.00)
70		8311 N Valerie	\$1,330.00	\$956.00	\$1,230.00	\$1,230.00	(\$100.00)
71		8402 N Wilding	\$1,348.00	\$956.00	\$1,210.00	\$1,210.00	(\$138.00)
72		2912 E 15th	\$1,043.00	\$956.00	\$1,110.00	\$1,110.00	\$67.00
73		709 E Vicksburg	\$1,348.00	\$956.00	\$1,210.00	\$1,210.00	(\$138.00)
74							
75		MONTHLY TOTALS	\$66,221.00		\$67,795.00		\$1,574.00
76		ANNUAL TOTALS	\$794,652.00		\$813,540.00		\$18,888.00

NORTHEAST WASHINGTON HOUSING SOLUTIONS

GRIEVANCE PROCEDURES

I. DEFINITIONS APPLICABLE TO THE GRIEVANCE PROCEDURE (966.53):

- A. Grievance: Any dispute a Tenant may have with respect to PHA action or failure to act in accordance with the individual Tenant's lease or PHA regulations that adversely affects the individual Tenant's rights, duties, welfare or status.
- B. Complainant: Any Tenant (as defined below) whose grievance is presented to the PHA (at the central office or the development office) in accordance with the requirements presented in this procedure.
- C. Elements of due process: An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 - 2. Right of the Tenant to be represented by counsel;
 - 3. Opportunity for the Tenant to refute the evidence presented by the PHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
 - 4. A decision on the merits of the case.
- D. Hearing Officer: A person selected in accordance with 24 CFR 966.550 and this procedure to hear grievances and render a decision with respect thereto.
- E. Hearing Panel: A three member panel selected in accordance with 24 CFR 966.55 and this procedure to hear grievances and render decision with respect thereto.
- F. Tenant: The adult person (or persons other than a live-in aide):
 - 1. who resides in the unit, and who executed the lease with the PHA 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 tenant family residing in the dwelling unit.
- G. Resident Organization: An organization of residents, which also may include a resident management corporation.

II. APPLICABILITY OF THIS GRIEVANCE PROCEDURE (966.51):

In accordance with the applicable federal regulations (24 CFR 966.50) this grievance procedure shall be applicable to all individual grievances (as defined in Section 1 above) between tenant and the PHA with the following two exceptions:

- A. Because HUD has issued a due process determination that the law of the state that requires that a tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA, or

2. Any violent or drug-related criminal activity on or off such premises; or
3. Any criminal activity that resulted in felony conviction of a household member [(966.51)(2)(I)(A)(B)and(C)]

B. The PHA grievance procedure shall not be applicable to disputes between tenants not involving the PHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA's Board of Commissioners. [966.51(b)]

This grievance procedure is incorporated by reference in all public housing tenants dwelling leases and will be furnished to each public housing tenant and all public housing resident organizations [966.52(b) and (d)].

Any changes proposed in this grievance procedure must provide for at least 30 days notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the PHA before any revisions are made to the grievance procedure [p966.52(c)].

III. INFORMAL SETTLEMENT OF A GRIEVANCE (966.54)

Any grievance must be personally presented either orally or in writing to the PHA's central office or the management office of the development in which the complainant resides within ten days after the grievable event.

Grievances related to complaints about operational matters that are received by the PHA's central office will be referred to the person responsible for the management of the development in which the complainant resides. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the Department Director.

As soon as the grievance is received, it will be reviewed by the management office of the development or the Director (if applicable) to be certain that neither of the exclusions in paragraphs IIA or IIB above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the PHA's grievance procedure, with the reason therefore.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time with time within ten working days to meet so the grievance may be discussed informally and settled without a hearing. At the informal hearing the complainant will present the grievance and the person in charge of the management office or the Property Manager will attempt to settle the grievance to the satisfaction of both parties.

Within five working days following the informal discussion, the PHA shall prepare and either hand deliver or mail to tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in the tenant's file. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion. [966.55 (a)]

IV. FORMAL GRIEVANCE HEARING

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a hearing to the management office of the development where tenant resides no later than five working days after the summary of the informal hearing is received.

The written request shall specify:

- The reasons for the grievance

- The action of relief sought from the PHA; and
- Several dates and times in the following ten working days when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, the PHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, PHA, and the hearing officer or hearing panel, but in no case later than ten working days after the PHA received the complainant's request.

If the complainant fails to request a hearing within five working days after the PHA received the complainant's request.

If the complainant fails to request a hearing within five working days after receiving the summary of the informal hearing, the PHA's decision rendered at the informal hearing becomes final and the PHA is not obligated to offer to the complainant a formal hearing unless the complainant can show good cause why he failed to proceed in accordance with this procedure. [966.55(c) and (d)]

Failure to request a grievance hearing does not affect the complainant's right to contest the PHA's decision in a court hearing. [966-54(c)]

V. SELECTING THE HEARING OFFICER OR HEARING PANEL [966.55(b)(2)(ii)]

A grievance hearing shall be conducted by an impartial person or persons appointed by the PHA after consultation with resident organizations, as described below:

- A. The PHA shall nominate a slate of impartial persons to sit as hearing officers or hearing panel members. Such persons may include PHA board members, PHA staff members, residents, professional arbitrators, or others. The initial slate of nominees should be at least nine persons.

The PHA will check with each nominee to determine whether there is an interest in servicing as a hearing officer or panel member, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work, or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as hearing officers or whose time is too limited to make service practical will be withdrawn and other names will be substituted.

- B. A slate of potential hearing officers or hearing panel members nominated by the PHA shall be submitted to the PHA's resident organizations. Written comments from the organizations shall be considered by the PHA before the nominees are appointed as hearing officers or panel members.
- C. When the comments from the resident organizations have been received and considered the nominees will be informed that they are the PHA's official grievance hearing committee. The PHA will subsequently contact committee members in random order to request their participation as hearing panel members or hearing officers.

VI. ESCROW DEPOSIT REQUIRED FOR A HEARING INVOLVING RENT [966.55(e)]

Before a hearing is scheduled in any grievance involving the amount of rent which the PHA claims is due under this lease, the complainant shall pay to the PHA an amount equal to 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 pane.

This requirement will not be waived by the PHA unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption or the tenant's we]fare benefits have been

reduced for welfare fraud or failure to comply with economic self sufficiency requirements. In these cases only, rent need not be escrowed.

VII. SCHEDULING HEARINGS [966.55(t)]

When a complainant submits a timely request for a grievance hearing, the PHA will immediately contact three members of the hearing committee to schedule the hearing within the following ten working days on one of the dates and times indicated by the complainant. If three committee members can agree on a date and time for the hearing, the complainant will be so notified.

If two of the panel members can meet on a date convenient for the complainant, the PHA will approach another member of the hearing committee to find a third member to complete the panel.

If only one member of the hearing committee can meet on a date named by the complainant, that single committee member shall serve as the hearing officer.

Once the hearing panel or hearing officer have agreed upon the hearing date and time, the complainant, the manager of the development in which the complainant resides, and hearing panel members or officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place and procedures governing the hearing.

VIII. PROCEDURES GOVERNING THE HEARING [966.56]

The hearing shall be held before a hearing panel or hearing officer as described above in Section VII. The complainant shall be afforded a fair hearing which shall include:

- A. The opportunity to examine before the hearing any PHA documents, including records and regulations, that are directly relevant to the hearing.

The tenant shall be allowed to copy any such document at the tenant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.
- B. The right to be represented by counselor other person chosen as the tenant's representative and to have such person make statements on the tenant's behalf.
- C. The right to private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the tenant's complaint to controvert evidence relied on by the PHA or project management, and to confront and cross examine all witnesses upon whose testimony or information the PHA or project management relies; and
- D. A decision based solely and exclusively upon the fact presented at the hearing. [966.56(b)]

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. [966-56(c)]

At the hearing, the complainant must first make a showing of entitlement to the relief sought and, thereafter, the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed. [966.56(e)]

The hearing shall be conducted informally by the hearing panel or officer. 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. [966.56(t)]

The hearing panel or officer shall require the PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or 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. [966.56(t)]

The complainant or the PHA may arrange in advance, at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. [966.56(g)]

The PHA 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. If the tenant is visually impaired, any notice to the tenant which is required under this procedure must be in an accessible format [966.56(h)]

If a hearing panel member or officer fails to disqualify himself/herself as required in Section V.A, the PHA will remove the panel member or officer from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new hearing panel or officer.

IX. FAILURE TO APPEAR AT THE HEARING

If the complainant or the PHA fails to appear at the scheduled hearing, the hearing panel or officer may make a determination to postpone the hearing for not to exceed five business days, or may make a determination that the party has waived the right to a hearing [966.56(d)]

Both the complainant and the PHA shall be notified of the determination by the hearing panel or 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 PHA's disposition of the grievance in court [966.56(d)]

X. DECISION OF THE HEARING PANEL OR OFFICER [966.57]

The hearing panel or officer shall prepare a written decision, together with the reasons for the decision within ten working days after the hearing. A copy of the decision shall be sent to the complainant and the PHA.

The PHA shall retain a copy of the decision in the tenant's folder. A copy of the decision with all names and identifying references deleted shall also be maintained on file by the PHA and made available for inspection by a prospective complainant, his representative, or the hearing panel or officer.

The decision of the hearing panel or officer shall be binding on the PHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the PHA's Board of Commissioners determines within thirty working days, and promptly notifies the complainant of its determination that:

- A. The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare or status.
- B. The decision of the hearing panel or officer is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the PHA.
- C. A decision by the hearing panel or officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later. [966.57]

**SUMMARY OF FINDINGS
INFORMAL HEARING / INFORMAL REVIEW**

Head of Household: _____

Hearing Date: _____

Persons Present at Hearing / Review:

_____	_____
_____	_____
_____	_____
_____	_____

Summary of NEWHS Action Appealed:

Finding Summary:

- | | |
|--|---|
| <input type="checkbox"/> NEWHS Decision / Action Upheld | <input type="checkbox"/> Denial Confirmed |
| <input type="checkbox"/> Termination Confirmed | <input type="checkbox"/> Repayment Requirement Confirmed |
| <input type="checkbox"/> Other: _____ | |

NEWHS Decision / Action Reversed
Contact _____ **@ #** _____ **for needed**
guidance regarding assistance.

NEWHS Decision / Action Changed or Adjusted
Nature of Change in Decision: _____
Contact _____ **@ #** _____ **no later than**
_____.

Additional information / documentation is needed before finding can be made.
Information needed: _____

Person Responsible for securing information: _____
Deadline for submission of information: _____
Additional Comments: _____

Hearing Officer: _____

Date: _____



**HOUSING CHOICE
VOUCHER
ADMINISTRATIVE PLAN**

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TENANT BASED RENTAL ASSISTANCE

PROGRAM OVERVIEW

Northeast Washington Housing Solutions' (NEWHS) largest housing assistance program is the Section 8 Housing Choice Voucher Program. This program is a partnership with private property owners in Spokane, Stevens, Pend Oreille, Whitman, and Lincoln Counties to provide affordable housing to low income families. NEWHS administers a number of rental assistance programs that have different funding sources that target specific groups.

These programs currently include:

Tenant Based Rental Assistance – HUD-funded for families who are low income;

Mainstream for Disabilities – HUD-funded for low-income families with an adult with disabilities;

Welfare-to-Work – HUD-funded for families currently, or within the past 2 years, receiving TANF;

HOME – HUD funding available to Spokane City, Stevens, and Pend Oreille County low-income residents with a maximum of 2-year rental assistance;

HOPWA – HUD-funded state and county funds set aside for low-income persons diagnosed with HIV or AIDS; and

Family Unification – HUD-funded for low-income families, referred by Child Protective Services, who are separated or are in imminent danger of separation due in part to lack of adequate housing.

This Administrative Plan defines the policies and procedures that NEWHS follows in the administration of these various Tenant Based Rental Assistance Programs. Unless otherwise stated, the term “Housing Choice Voucher Program” is used to describe all tenant-based assistance programs.

Starting in May 2005 a procedures manual will define any new or modified procedures. Hence, over time the administrative Plan will define policies and procedures will be defined in the procedures manual.

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of Northeast Washington Housing Solutions (NEWHS) to comply fully with all federal, state, and local anti-discrimination laws, including but not limited to Title VI of the Civil Rights Act of 1964; Title VIII and Section 3 of the Civil Rights Act of 1968, as amended; the Fair Housing Act of 1968, as amended; Executive Order 11063; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Americans with Disabilities Act (ADA) of 1990; and the U.S. Department of Housing and Urban Development regulations governing fair housing and equal opportunity; and any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

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 NEWHS housing programs.

To further its commitment to full compliance with applicable civil rights laws, NEWHS will provide federal/state/local information to applicants and participants in the Housing Choice Voucher Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Spokane NEWHS office. In addition, all appropriate written information and advertisements will contain the appropriate equal opportunity language and logo.

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

1.2 SERVING PERSONS WITH LIMITED ENGLISH PROFICIENCY

It is Northeast Washington Housing Solutions' (NEWHS) policy to ensure meaningful access to its programs by limited English proficient (LEP) persons. NEWHS is committed to taking reasonable, necessary steps to make certain that no eligible person has their assistance denied, decreased or terminated simply because they face challenges communicating in English.

Background

The Department of Justice (DOJ) adopted final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National origin Discrimination Affecting Limited English Proficiency Persons, Federal Register / Vol. 67, No 117 / Tuesday, June 18 2002 / Notices, pursuant to Executive Order 13166 dated August 11, 2000.

DOJ guidance provides NEWHS with a framework to determine how best to comply with statutory and regulatory obligations to provide meaningful access to the benefits, services, information, and other important portions of NEWHS' programs and activities for LEP persons.

Section 601 of Title VI provides that no person shall "on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance

Language access services, as DOJ's guidance emphasizes, are a bridge to help those who have not yet acquired, or cannot acquire, English proficiency. They are a bridge to help these millions of LEP members of the American Public have meaningful access to statement of rights, complaint processes, government benefits and services, and other critical information and programs

Language Assistance Plan

The purpose of NEWHS' recipient language assistance plan is to ensure that reasonable and necessary steps are taken to prevent an eligible LEP person from receiving rental assistance, not receiving the appropriate amount of assistance, or cause a denial or termination of assistance.

Notice to LEP Persons

Prospective beneficiaries, applicants and participants are given notice of the availability of free of charge language assistance services via the NEWHS' telephone system.

Language Assistance posters will be prominently posted in areas where the public, prospective beneficiaries, applicants and participants will see them. This sign notifies LEP persons in numerous languages of the availability of free of charge language assistance services and invites them to identify themselves as persons in need of such services.

"I speak cards" will be used by staff to identify the prospective beneficiary, applicant or participant's language needs.

Staff shall obtain their team leader's approval prior to utilizing an outside language assistance service provider.

A cover letter written in the non-English language of populations that are likely to be served, shall be attached to all forms, documents and letters sent to a prospective beneficiary, applicant/participant to give them notice that this is an important document affecting their eligibility, and that language interpretation services are available to them free of charge.

Notices, in non-English languages, about the availability of free of charge language assistance services, shall be inserted in brochures, pamphlets, and other informational materials.

NEWHS' web site will give notice in non-English languages that language assistance is available free of charge.

The family's primary language will be identified on their paper and electronic files.

Staff will maintain a language assistance log, which will annotate each time language assistance is offered and/or provided.

Use of Language Interpreter and Translator Services

Contract language services may be utilized as a reasonable cost-effective language service option. When providing language assistance NEWHS will only employ language service providers who have demonstrated proficiency in and ability to communicate/translate information accurately in both English and in the other language.

Use of Bilingual Staff

Bilingual NEWHS' staff who have demonstrated proficiency in and ability to communicate/translate information accurately in both English and the other language, shall be utilized to help meet NEWHS' language service obligations. Towards this end, NEWHS shall provide modest language pay for certified bilingual staff.

Use of Community Volunteers

Community volunteers may be used, if they are competent in the skill of interpreting and knowledgeable about applicable confidentiality and impartiality rules.

Use of Family Members or Friends as Interpreters

Where LEP persons so desire, they shall be permitted to use, at their own expense, an interpreter of their own choosing (whether a professional interpreter, family member or friend) in place of as a supplement to the free language services expressly offered by NEWHS. NEWHS shall take special care to ensure that family, legal guardians, caretakers, and other informal interpreters are appropriate in light of the circumstances and subject matter of the information, including protection of the applicants/participants administrative, confidentiality interest in accurate interpretations.

In many circumstances, family members (especially children) or friends are not competent to provide quality and accurate interpretations. Issues of confidentiality, privacy, or conflict of interest may also arise. LEP individuals may feel uncomfortable revealing or describing sensitive, confidential, or potentially embarrassing medical, law enforcement, violent assaults, family, or financial information to a family member, friend, or member of the local community. In addition, such informal interpreters may

have a personal connection to the LEP person or an undisclosed conflict of interest, such as the desire to protect themselves or another perpetrator in a domestic violence or other criminal matter.

For these reasons, when oral language services are necessary, NEWHS shall offer competent interpreter services free of charge. If the LEP person voluntarily chooses to provide his or her own interpreter, NEWHS staff shall record that choice in the applicant's/participant's file. Staff should take care to ensure that the LEP person is aware of the possible problems if the preferred interpreter is a minor child, and that the LEP person knows that a competent interpreter could be provided by NEWHS at no cost.

1.3 REASONABLE ACCOMMODATION

Also see NEWHS Reasonable Accommodation Policy.

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

1.4 COMMUNICATION

Applicants and participants receive information on reasonable accommodation and request for reasonable accommodation forms. Also any participants who are given a termination notice are sent information on reasonable accommodation and the reasonable accommodation forms.

All decisions granting or denying requests will be in writing.

1.5 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

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

- A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, e.g., 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, NEWHS 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, NEWHS will obtain documentation that the requested accommodation is needed due to the disability. NEWHS 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? NEWHS' business is housing. If the request would alter the fundamental business that NEWHS conducts, that would not be reasonable. For instance, NEWHS would deny a request to have NEWHS do grocery shopping for the person with disabilities.
 - 2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, NEWHS may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what he or she needs; however, NEWHS retains the right to be shown how the requested accommodation enables the individual to access or use NEWHS' programs or services.

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

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

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

NEWHS will take appropriate measures to ensure that individuals with a handicap or disability will have equal access to available programs, and activities offered by the authority. These appropriate measures include, but are not limited to the following:

1. Utilization of telecommunication devices for the deaf or an equally effective communication system such as the Washington state Relay System.
2. Ensuring the availability of documents in alternate formats (e.g., audiotape, large print, Braille, or computer disk.), upon specific applicant/client request.
3. Utilization of language interpreters, including sign language interpreters.
4. Availability of reader and amanuensis.
5. Utilization of barrier-free meeting places.
6. Processing of discrimination complaints.

1.6 FAMILY/OWNER OUTREACH

NEWHS, in marketing its programs and services to very low-income families, utilizes the major local daily newspapers, local television, and local radio stations, when necessary. News releases and public notices are issued to the media to inform the public of the authority action in regard to the waiting list and of available services through the authority's program. In addition, radio and television follow-up interviews are utilized. Other media, including local weeklies and monthlies, are used to reach special populations. Every effort will be made to market programs and services in compliance with the Equal Opportunity Housing Plan.

NEWHS staff has daily contact with local property owners, realtors, potential applicants, service agency personnel, and civic organizations to provide information in regard to housing programs and issues. Staff meetings often involve representatives from other local agencies serving lower-income families (e.g., Elderly Services, Social Security) to discuss service linkages. Staff participation on community boards and committees insures constant contact with agencies serving the needy. NEWHS commissioners publicize NEWHS programs through their community contacts. An Authority brochure is used for general public distribution. Speaking engagements at neighborhood centers and other locations are also utilized to reach lower-income families.

Housing opportunities have consistently been available to families throughout the five-county areas. Continuous communication with rental property owners and managers has been used to insure that appropriate units are available throughout NEWHS' service area. Well over 1,500 property owners are currently involved with the Housing Choice Voucher Program. They provide NEWHS with unit listings on a regular basis.

1.7 DECONCENTRATION POLICY

It is NEWHS' policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower

income families into higher income developments.

NEWHS will inform Housing Choice Voucher holders of the full range of units located outside areas of poverty and minority concentrations and of the full range of units both inside and outside NEWHS jurisdiction. NEWHS will provide a list of property owners and other parties who are willing to participate in the program.

NEWHS' efforts to achieve deconcentration include the following:

- ◆ encouraging participation of owners of units located outside of areas of poverty and minority concentrations
- ◆ support of NEWHS Landlord Advisory Committee
- ◆ membership in the Inland Empire Rental Association
- ◆ monthly submissions of articles on the Housing Choice Voucher Program for publication in the IERA newsletter, and
- ◆ quarterly publication of NEWHS Property Owner Liaison Newsletter.

1.8 RIGHT TO PRIVACY

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

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

1.9 REQUIRED POSTINGS

NEWHS will post, in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, a sign notifying the general public that the front desk has a binder with all NEWHS policies and notifications for viewing. Some notifications are also posted in the lobby of each office and each rural office has a binder. The following information is posted in each office:

- A. Fair Housing poster
- B. Equal Opportunity in Employment poster

The Housing Choice Voucher Administrative Plan, with the addresses of all NEWHS offices, office hours, telephone numbers, and hours of operation, Income Limits for Admission, Informal Review and Informal Hearing Procedures, are available upon request.

2.0 RESPONSIBILITIES AND OBLIGATIONS OF NORTHEAST WASHINGTON HOUSING SOLUTIONS, OWNERS, AND PARTICIPATING FAMILIES

2.1 NORTHEAST WASHINGTON HOUSING SOLUTIONS' RESPONSIBILITIES AND OBLIGATIONS

- A. NEWHS will comply with the consolidated ACC, the application, the code of ethics and conduct as outlined in NEWHS Employee Handbook, HUD regulations and other requirements, and NEWHS Housing Choice Voucher Administrative Plan.

- B. In administering the program, NEWHS must:
 - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 - 2. Explain the program to owners and families;
 - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
 - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
 - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 - 6. Make efforts to help people with disabilities find satisfactory housing;
 - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
 - 8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
 - 9. Obtain Criminal Background Check from WSP;
 - 10. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
 - 11. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
 - 12. Inspect the unit before the assisted occupancy begins and at least annually

- during the assisted tenancy;
13. Determine the amount of the housing assistance payment paid on behalf of a family;
 14. Determine whether the rent is reasonable;
 15. Make timely housing assistance payments to an owner in accordance with the HAP contract;
 16. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
 17. Establish and adjust NEWHS utility allowance;
 18. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by NEWHS, if the owner defaults (e.g., HQS violation);
 19. Determine whether to terminate assistance to a participant family for violation of family obligations;
 20. Conduct informal reviews of certain NEWHS decisions concerning applicants for participation in the program;
 21. Conduct informal hearings on certain NEWHS decisions concerning participant families;
 22. Provide sound financial management of the program
 23. Administer an FSS program

2.2 OWNERS' RESPONSIBILITIES AND OBLIGATIONS

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. Owner is responsible for:
 1. Performing all management and rental functions for the assisted unit, including selecting a suitable family to lease the unit.
 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 3. Complying with equal opportunity requirements.

4. Preparing and furnishing to NEWHS information required under the HAP contract.
 5. Collecting from the family:
 - a. Any application and/or security deposit required under the lease.
 - b. Any application fee.
 - c. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - d. Any charges for unit damage by the family.
 6. Enforcing tenant obligations under the lease.
 7. Paying for utilities and services (unless paid by the family under the lease).
 8. Notify NEWHS of any owner notices to tenant, e.g., an eviction notice.
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- D. The owner is responsible for submitting any rent increase request to NEWHS at least sixty (60) days prior to the rent increase effective date.

2.3 PARTICIPATING FAMILIES' RESPONSIBILITIES AND OBLIGATIONS

- A. Supplying required information
1. The family must supply any information that NEWHS or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
 2. The family must supply any information requested by NEWHS or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
 3. The family must disclose and verify Social Security numbers, or certify that they do not have a Social Security number, and must sign and submit consent forms for obtaining information.
 4. Information supplied by the family must be true and complete.
- B. HQS breach caused by the family. The family is responsible for any breach

caused by the family or its guests.

- C. Allowing NEWHS Inspection. The family must allow NEWHS to inspect the unit at reasonable times and after at least 2 days notice.
- D. Violation of Lease. The family must not commit any serious or repeated violation of the lease.
- E. Family Notice of Move or Lease Termination. The family must timely notify NEWHS and the owner before the family moves out of the unit or terminates the lease.
- F. Owner Eviction Notice. The family must promptly give NEWHS a copy of any eviction notice it receives.
- G. Use and Occupancy of the Unit
 1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
 2. NEWHS must approve the composition of the assisted family residing in the unit. The family must promptly inform NEWHS of the birth, adoption or court-awarded custody of a child. The family must request approval from NEWHS to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this section).
 3. The family must promptly notify NEWHS if any family member no longer resides in the unit.
 4. If NEWHS has given approval, a foster child/foster adult or a live-in aide may reside in the unit. NEWHS has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when NEWHS consent may be given or denied.
 5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate permits or licenses.
 6. The family must not sublease or let the unit.
 7. The family must not assign the lease or transfer the unit.
- H. Absence from the Unit

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

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from NEWHS for absences exceeding 30 days. NEWHS will make a determination whether assistance will continue if absence is longer than 30 days. An authorized absence may not exceed 120 days. Any family absent from the unit for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
 2. Absences beyond the control of the family (e.g., death in the family, other family member illness)
 3. Other absences that are deemed necessary by NEWHS
- I. Interest in the Unit. The family may not own or have any interest in the unit.
- J. Fraud and Other Program Violation. The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
- K. Crime by Family Members. The members of the family must not engage in drug-related criminal activity or violent criminal activity.
- L. Other Housing Assistance. An assisted family, or members of the family, may not receive both Housing Choice Voucher assistance and another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state or local housing assistance program. One type of subsidy must end when another subsidy begins. A family receiving housing assistance under another program is not however, precluded from being placed on the Housing Choice Voucher Waiting List.
- M. Damages or Unpaid Rent to Owner. If a damage claim or unpaid rent claim is paid by NEWHS to an owner, the participant is responsible for repaying the amount to NEWHS. This must be done by either paying the full amount due immediately upon NEWHS requesting it or through a repayment agreement that is approved by NEWHS.

If the participant is not current on any repayment agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to the Section 8 Housing Choice Voucher program. The applicant qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers or certifies that they have no Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet NEWHS criminal background check in order to be admitted to the Section 8 Housing Choice Voucher Program.

3.2 ELIGIBILITY CRITERIA

A. Family status

1. A **family with children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
2. An **elderly family**, which is:
 - a. A family whose head, co-head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together;
or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near elderly family**, which is:
 - a. A family whose head, co-head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
4. A **disabled family**, which is:

- a. A family whose head, co-head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
5. A **remaining member of a tenant family**.
 6. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Housing Choice Voucher Program, be a family that is:
 - a. An extremely low-income or a very low-income family;
 - b. A low-income family continuously assisted under the 1937 Housing Act;
 - c. A low-income family that meets additional eligibility criteria specified by NEWHS;
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within NEWHS' jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
4. Families who are moving into NEWHS' jurisdiction under portability and have the status of applicant rather than of participant at their initial NEWHS must meet the income limit for the area where they are initially assisted under the program.
5. Families who are moving into NEWHS' jurisdiction under portability and are already program participants at their initial NEWHS do not have to meet the income eligibility requirement for NEWHS program.
6. Income limit restrictions do not apply to families moving within NEWHS' jurisdiction.

C. Citizenship/Eligible Immigrant status

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).

Family eligibility for assistance.

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

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they have no Social Security number.

E. Signing Consent Form

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head, co-head, and spouse regardless of age, Shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD and NEWHS to obtain from state Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or NEWHS 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.

F. Suitability for tenancy

NEWHS determines eligibility for participation and will also conduct criminal background checks on all adult household members NEWHS can deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement.

If the crime check reflects a prior conviction for a sex-related felony, NEWHS will check with the state Sex Offender Registration Program. NEWHS will ban for life any individual who is registered as a lifetime sex offender. NEWHS will also ban for life any individual if the crime check reflects a conviction for the manufacture and/or distribution of methamphetamines.

Additional screening is the responsibility of the owner.

4.0 MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

Currently all NEWHS waiting lists are open. NEWHS may open or close some or all of the waiting lists, taking into consideration available funding, the number of eligible applicants, reasonable wait time, outdated wait list and any local preference(s).

NEWHS is committed to affirmatively furthering fair housing opportunity. Before opening a wait list that has been closed, NEWHS will advertise in the local paper and also through minority media and other suitable means.

4.2 TAKING APPLICATIONS

There is a single voucher waiting list in each of the counties served NEWHS. In counties in which NEWHS operates public housing, tenant-based rental assistance other than Housing Choice Voucher or moderate rehabilitation programs with separate waiting lists, NEWHS will offer to place the family's name on every open waiting list that is suitable for the applicant.

Families wishing to apply for the Housing Choice Voucher Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at each of NEWHS' offices.

Applications are taken to compile a waiting list. Due to the demand for housing choice voucher assistance in its jurisdiction, NEWHS may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants

who are eligible. NEWHS will later verify the information in the applications relevant to the applicant's admission and level of benefit.

Applications will be mailed to interested families upon request.

The completed application will be date and time stamped upon its return to NEWHS.

Persons with disabilities who require a reasonable accommodation in completing an application may call NEWHS to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **(509) 323-9502 for the Spokane office. Other offices may be reached through the Washington State Relay System for the deaf and hard of hearing.**

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 applicant to provide limited basic information for each member of the household, including name, address, phone number, family composition, racial or ethnic designation of the head of household, income category, social security number, birth date and information establishing any preferences to which the family may be entitled.

Upon receipt of the family's pre-application, NEWHS will make a preliminary determination of eligibility. NEWHS will notify the family in writing of placement on applicable waiting lists. If NEWHS determines the family to be ineligible, (See Section 5.3 for the grounds of denial list) the notice will state the reasons for determining the family ineligible and offer the family the opportunity for an informal review of this determination.

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

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

4.3 ORGANIZATION OF THE WAITING LIST

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

- A. The application will be a permanent file;
- B. Any contact between NEWHS and the applicant will be documented in the applicant file.

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

4.4 FAMILIES REACHING THE TOP OF THE WAITING LIST

When a family comes to 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. NEWHS 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 card information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

4.5 MISSED APPOINTMENTS

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

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

4.6 PURGING THE WAITING LIST

NEWHS updates and purges its waiting lists to ensure that the pool of applicants reasonably represents interested families. Purging also enables NEWHS to update the information regarding address, family composition, income category and preferences.

4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

If, during the regular updating of the waiting list, or when NEWHS is ready to determine eligibility and issue a voucher, NEWHS is unable to reach a pre-applicant household, despite reasonable and documented mail attempts to contact the pre-applicant household, that pre-application will be deleted from all waiting lists. The process for updating of the waiting list will be administered in such a way that it will not violate the rights of disabled persons.

NEWHS will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or misses

scheduled appointments; or

- C. The applicant does not meet either the eligibility or screening criteria for the program.
- D. Upon lease up in the HCV Program the applicant will be removed from all other waiting lists.

4.8 INFORMAL REVIEW

If NEWHS determines that an applicant does not meet the criteria for receiving Housing Choice Voucher assistance, NEWHS 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 from the date of denial letter. NEWHS will describe how to obtain the informal review. The informal review process is described in this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS, SPECIAL ADMISSIONS AND REFERENCES

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

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, NEWHS will use the assistance for those families.

Consistent with NEWHS Agency Plan, NEWHS will select families based on the following preferences.

5.2 SELECTION FROM THE WAITING LIST

- A. NEWHS makes selections from the waiting list so that:
 - 1. Sufficient funds are available to honor all outstanding housing choice vouchers within NEWHS' annual contributions contract authorization; and
 - 2. At least 75 percent of new admissions have incomes at or below 30 percent of the median income.
- B. Families are selected from the waiting list in accordance with the local preference system described below.
- C. Pursuant to the Quality Housing and Work Responsibility Act of 1998, which repealed mandated federal preferences, the authority implemented the following local preference system:

Spokane County:

Local preference for selection from the waiting lists will be given in the following ranking order:

1. Families with a household member who is terminally ill.

Families may qualify for more than one preference. Families with equal local preferences will be ranked by date and time of the application submission.

Single or two-person elderly, disabled or displaced families will receive preference before applicants who are single and not elderly, disabled or displaced.

NOTE: The selection system does not apply to families porting into NEWHS' jurisdiction.

NOTE: Terminally ill means a person who has a medical prognosis that life expectancy is three years or less. This prognosis must be verified by a medical physician, using NEWHS approved form.

NOTE: City of Spokane HOME TBRA has a preference for homeless or involuntarily displaced households.

Stevens, Pend Oreille, and Lincoln Counties:

Local preference for selection from the waiting lists will be given in the following ranking order:

1. Families with a household member who is terminally ill.

Families may qualify for more than one preference. Families with equal local preferences will be ranked by date and time of the application submission.

Single or two-person elderly, disabled or displaced families will receive preference before applicants who are single and not elderly, disabled or displaced.

NOTE: The selection system does not apply to families porting into NEWHS' jurisdiction.

NOTE: Terminally ill means a person who has a medical prognosis that life expectancy is three years or less. This prognosis must be verified by a medical physician, using NEWHS approved form.

Whitman County:

Local preference for selection of applications from the waiting lists will be given to applicants with the following conditions:

Preference description:	Priority Points
1. Families with children under 18 years old in the household.	1
2. Households with an applicant or co-applicant who has an impairment that substantially limits one or more major life activities as verified by receiving disability assistance (SSI from the Social Security Administration or by certification from a medical physician that the applicant or co-applicants have an impairment that prevents them from being able to perform one or more normal basic activities of daily living and their impairment is expected to last for a continuous period of not less than 1 year.	1
3. Households with an applicant or co-applicant who has a medical prognosis, verified by a medical physician, that their life expectancy is three years or less.	1
4. Households with an applicant or co-applicant who is 62 or older.	2

Applications with an equal number of local preferences will be ranked by date and time the completed application was received.

NEWHS retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the 75% below 30% goal will not otherwise be met. To ensure this goal is met, NEWHS will monitor incomes of newly admitted families and the income of the families on the waiting list.

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

5.3 GROUNDNS FOR DENIAL

NEWHS will deny assistance to applicants whom:

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

- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property;
- F. Owe rent or currently have other financial obligations to any NEWHS in connection with the public housing, HOPWA, Home, or Housing Choice Voucher Programs;
- G. Have committed serious program violations, bribery, or any other corruption in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their eligibility of rental assistance; (denied for life)
- H. Have a family member who was court evicted from federally assisted housing within the last three- (3) years;
- I. Have a family member who was evicted from assisted housing because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802 (3 years);
- J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. NEWHS may waive this requirement if:
 - 1. The person demonstrates to NEWHS' satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3. The person has otherwise been rehabilitated successfully; or
 - 4. The person is participating in a supervised drug or alcohol rehabilitation program.
- K. Have engaged in or threatened abusive or violent behavior towards any NEWHS staff member within the past three- (3) years;
- L. Have a family household member who has been terminated involuntarily from the HOPWA, Home, or voucher program during the last three years;
- M. Have a family member who has been convicted of manufacturing or producing

methamphetamine (speed) (denied for life);

- N. Have a family member with a lifetime registration under a state sex offender registration program (denied for life);
- O. Are a welfare-to-work (WTW) family who fails to fulfill its obligations under the WTW voucher program within the past three (3) years.
- P. Those that do not meet the criteria established in NEWHS' Drug & Violent Crime Policy.

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	3
2	2	5
3	3	7
4	4	9

Bedroom size will also be determined using the following guidelines:

In issuing a voucher NEWHS will determine the appropriate unit size by applying the following criteria:

- A. The bedroom size assigned should not require more than two persons to occupy the same bedroom, except when one of them is a child under the age of two;
- B. The bedroom size assigned should not require a person of the opposite sex other than husband and wife (or living as husband and wife) to occupy the same bedroom with family members other than infants and children under the age of two;
- C. The bedroom size assigned shall accommodate separate sleeping rooms when necessitated by medical or other reasons that are fully documented (e.g. request by Child Protective Services).

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

The family unit size will be determined by NEWHS in accordance with the above guidelines and will determine the maximum rent subsidy for the family. However, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the (PS) for the smaller size unit will be used to calculate the subsidy. If the family selects a larger unit size, the PS for the family unit size for which they qualify will determine the maximum subsidy.

6.1 BRIEFING

When the family completes eligibility screening they will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

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

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside NEWHS' jurisdiction;
- D. Types of eligible housing;
- E. An explanation of how portability works for families qualified to lease a unit outside NEWHS' jurisdiction under portability;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family Share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable PS during the initial lease term.

6.2 PACKET

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

- A. The term of the voucher and NEWHS' policy on extensions and suspensions of the term. The packet will include information on how to request an extension.
- B. How NEWHS determines the Housing Assistance Payment (HAP) and total tenant payment for the family;
- C. Information on the PS, any established exception PS rent areas, and the utility allowance schedule;
- D. How NEWHS determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside NEWHS' jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required Tenancy Addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The Request for Tenancy Approval (RFTA) form and an explanation of how to request NEWHS approval of a unit;
- H. NEWHS provides prospective owners with the family's current and prior address and the names and addresses of the owners, if available.
- I. NEWHS' subsidy standards, including when NEWHS will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit, "A Good Place to Live";
- K. The HUD-required lead-based paint brochure;
- L. Information on federal, state, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A list of property owners or other parties known to NEWHS who may be willing to lease a unit to the family or help the family find a unit;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known NEWHS that may be available;
- O. The family's obligations under the program;

- P. The grounds upon which NEWHS may terminate assistance because of the family's action or inaction;
- Q. NEWHS informal review/hearing procedures, including when NEWHS is required to provide the opportunity for an informal review/hearing, and information on how to request a review/hearing; and
- R. NEWHS owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.
- S. List of housing authorities in Eastern Washington and North Idaho to include phone numbers.

6.3 ISSUANCE AND TERM OF VOUCHER

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, NEWHS will issue the voucher. At this point the family begins its searches for a unit.

Once it appears the tenancy may be approved, NEWHS will inspect the unit within 10 (ten) days after the receipt of inspection request from the family and owner. The 10 day period is suspended during any period the unit is unavailable for inspection. NEWHS will promptly notify the owner and the family as to whether the unit and tenancy are approved.

NEWHS will provide the prospective owner with information regarding the program. Information will include NEWHS' and owner's responsibility for screening prospective tenants. NEWHS will provide the owner with the family's current and prior address as shown in NEWHS' records along with the name and address (if known) of the property owners for those addresses.

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher. NEWHS may request a record of the family's efforts to find a unit.

NEWHS may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must make a request verbally or in writing prior to the expiration date. A record of the efforts the family has made to find a unit must accompany the request. If the family documents their efforts and additional time can reasonably be expected to result in success, NEWHS may grant an extension for an additional 30 days. A second extension of a 30 day period may be granted if the family documents their efforts to find housing. Further extensions may be granted for extraordinary circumstances, but must be authorized by a manager.

If the family includes a person with disabilities and the family requires an extension due to the disability, NEWHS will grant an extension allowing the family the full 120 days search time. Further extensions may be granted for reasonable accommodation upon

approval by a manager.

Upon submittal of a completed RFTA form, NEWHS will suspend the term of the voucher. The term will be in suspension until the date NEWHS provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, by not penalizing them for the period during which NEWHS is taking action on their request.

6.4 APPROVAL TO LEASE A UNIT

The family and owner complete and the family returns the RFTA and a blank lease which must include language indicating that the lease is at least of one year duration and is renewable. The lease also must specify which utilities and appliances are to be furnished by the owner and which utilities and appliances are to be furnished by the tenant. In the case of real or apparently conflictual terms, the terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. The family will submit the proposed lease and the RFTA to NEWHS during the term of the voucher. NEWHS will review the request and the lease, and will make an initial determination regarding approval of tenancy. NEWHS may advise the family of changes that may be required for the tenancy to be approved.

NEWHS will approve an owner lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit passes the HQS inspection;
- C. The lease is approvable and includes the following:
 - 1. The names of the owner and the tenant;
 - 2. The address of the unit rented;
 - 3. The term of the lease is a least one year and is renewable;
 - 4. The amount of the monthly rent to owner;
 - 5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family;
 - 6. The required HUD tenancy addendum;
 - 7. The effective dates of the lease and the HAP contract are the same.
- D. The rent to owner is reasonable;

- E. The family's Share of rent does not exceed 40% of their monthly-adjusted income if the gross rent exceeds the applicable PS;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or NEWHS; and
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, NEWHS will advise the family of any actions they could take that would enable NEWHS to approve the tenancy.

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

- A. The unit passes NEWHS HQS inspection;
- B. The family's Share of rent does not exceed 40% of their monthly-adjusted income if the gross rent exceeds the applicable PS;
- C. The landlord and tenant sign the lease to include the HUD required addendum; and
- D. NEWHS approves the leasing of the unit.

NEWHS will prepare the contract when the unit is approved for tenancy. Upon receipt of the executed lease and the signed contract by the landlord, NEWHS will execute the contract. NEWHS will not pay any housing assistance to the owner until the contract is executed.

The contract must be executed no later than 60 days after the beginning of the lease term.

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

6.5 NORTHEAST WASHINGTON HOUSING SOLUTIONS' DISAPPROVAL OF OWNER

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

- A. The owner has violated any obligations under a Housing Choice Voucher Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;

- D. The owner has engaged in or threatened abusive or violent behavior toward NEWHS personnel;
- E. The owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher (currently shopping) unless NEWHS determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities; or
- F. The owner has other conflicts of interest under federal, state, or local law.

Whenever the involuntary termination of a landlord from the Housing Choice Voucher program (for any of the reasons listed above or for any other reason) would result in undue hardship to a participant in good standing with the program (e.g., the dislocation of the tenant), NEWHS will take all steps practicable to assist the participant in renting another unit.

6.6 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Housing Choice Voucher Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Housing Choice Voucher Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner.
- G. A unit receiving any duplicative federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

NEWHS will approve leases for the following housing types:

- A. Single family dwellings
- B. Duplexes, Triplexes, Row Houses, etc.
- C. Apartments

6.7 APPLICATION DEPOSIT

Any application deposit must be returned to the prospective tenant if NEWHS or the owner disapproves the tenancy.

6.8 APPLICATION FEE

The owner may collect a reasonable application fee.

6.9 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants. In the event that NEWHS disapproves the Request for Tenancy Approval, the owner must return any security deposit.

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

The owner must give the tenant a written list of all items charged against the security deposit within 30 days of the tenant moving out of the unit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired if proper notice has been given or if NEWHS has terminated the HAP contract. NEWHS will issue the family a new voucher if the family does not owe NEWHS or any other NEWHS money, and has not violated a family obligation, has not moved or been issued a voucher within the last 12 months, and if NEWHS has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement may be waived.

7.1 WHEN A FAMILY MAY MOVE

For families already participating in the voucher program, NEWHS will allow the family to move to a new unit if:

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

7.2 PROCEDURES REGARDING FAMILY MOVES

Families considering transferring to a new unit will be scheduled to attend a briefing. All families who are moving, including any families moving into NEWHS' jurisdiction, will be required to attend a briefing prior to NEWHS executing a new HAP contract on their behalf.

This briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. PSs, exception PS rent areas, and the utility allowance schedule;
- D. An explanation that the family Share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable PS;
- E. Portability requirements and opportunities; and
- F. All forms and brochures provided to applicants at the initial briefing. Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and NEWHS' approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give NEWHS a copy of the notice to terminate the lease at the same time as it gives the notice to the owner. A family's failure to provide a copy of the lease termination notice to NEWHS will be considered a violation of family obligations and may cause the family to be terminated from the program.

Failure to follow the above procedures may subject the family to termination from the program.

8.0 PORTABILITY

8.1 GENERAL POLICIES OF NORTHEAST WASHINGTON HOUSING SOLUTIONS

A family whose head, co-head, or spouse has a domicile (legal residence) or works in NEWHS' jurisdiction at the time the family first submits its application for participation in NEWHS program; NEWHS may lease a unit anywhere in the jurisdiction of NEWHS or another's Housing Authority's jurisdiction.

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

Families participating in the HCV Program will not be allowed to move more than once in any 12-month period and under no circumstances NEWHS authorize a participant to break a lease improperly. Under extraordinary circumstances NEWHS may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Housing Choice Voucher Program is being administered.

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

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

A welfare-to-work voucher is portable only to jurisdictions that administer the Welfare-to-Work program.

8.2 INCOME ELIGIBILITY

- A. A family must be income-eligible in the area where the family first leases a unit with assistance in the HCV Program.
- C. If a portable family is already a participant in the initial Housing Authority's voucher program, income eligibility is not re-determined.

8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

- A. When a family utilizes portability to move to an area outside the initial (HA) jurisdiction, another HA (the receiving HA) must administer assistance for the family if that HA has a tenant-based program covering the area where the unit is located.
- B. A HA with jurisdiction in the area where the family wants to lease a unit must either issue the family a voucher or agree to administer the voucher issued by the initial HA. If there is more than one such HA, the initial HA may choose which HA shall become the receiving HA.
- C. Higher Cost Areas: See Section 14.0 – P – Program Cost-reducing Measures for restrictions to port outs to higher cost areas.

8.4 PORTABILITY PROCEDURES

- A. When NEWHS is the initial HA:
1. NEWHS will brief the family on the process that must take place to exercise portability.
 2. NEWHS will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
 3. NEWHS will advise the family how to contact and request assistance from the receiving HA.
 4. NEWHS will, within ten (10) calendar days, notify the receiving HA to expect the family.
 5. NEWHS will immediately mail to the receiving HA the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
- B. When NEWHS is the receiving HA:
1. When the portable family requests assistance from NEWHS, will bill the Initial HA for assistance on behalf of the portable family, or absorb the family into its own program.
 2. NEWHS will determine whether to extend the voucher term. The family must submit a request for tenancy approval to NEWHS during the approved term of that voucher.
 3. NEWHS will determine the family unit size for the portable family. The family unit size is determined in accordance with NEWHS' subsidy standards.
 4. NEWHS will bill the initial HA when the family leases a unit under NEWHS program. If the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher the initial HA will be notified.
 5. If NEWHS opts to conduct a new reexamination, NEWHS will not delay issuing the family a voucher or otherwise delay approval of a unit unless the reexamination is necessary to determine eligibility.
 6. In order to provide rental assistance for portable families, NEWHS will perform all HA program functions, such as reexaminations of family income and composition. At any time, either the initial HA or NEWHS may make a determination to deny or terminate assistance to the family in

accordance with 24 CFR 982.552.

7. NEWHS may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

C. Portability Billing

1. To cover assistance for a portable family, the receiving HA bills the initial HA for housing assistance payments and administrative fees. Billing procedure are as follows:
 - a. As the initial HA, NEWHS will promptly reimburse the receiving HA for the full amount of the housing assistance payments made by the receiving HA for the portable family. The amount of the housing assistance payment for a portable family in the receiving HA's program is determined in the same manner as for other families in the receiving HA's program.
 - b. The initial HA will promptly reimburse the receiving HA for 80% of the initial HA's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the receiving HA.

D. When a Portable Family Moves

When a portable family moves out of the receiving HA's jurisdiction that has not absorbed the family, the HA in the new jurisdiction to which the family moves becomes the receiving HA, and the first receiving HA is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

9.1 GENERAL FORMULA

To determine annual income, NEWHS counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, NEWHS subtracts all allowable deductions (allowances) as the next step in determining the total tenant payment.

9.2 ANNUAL INCOME

- A. Annual income means all amounts, monetary or not, that:
1. Go to (or on behalf of) the family head, co-head, or spouse (even if temporarily absent) or to any other family member, or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.

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

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump

sum additions such as insurance payments from worker's compensation are excluded.)

6. Welfare assistance.
 - a. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
 - b. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
 - c. If an adult is participating in an eligible job training program, the full amount of TANF is counted but training employment income is not counted.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special pay, and allowances of a member of the armed forces are included. Special pay to a member exposed to hostile fire is excluded.

9.3 EXCLUSIONS FROM 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 tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the armed forces who is exposed to hostile fire;
- 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 NEWHS or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
 - 5. Temporary, nonrecurring, or sporadic income (including gifts);
 - 6. 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;
 - 7. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 - 8. Adoption assistance payments in excess of \$480 per adopted child;
 - 9. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
 - 10. 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;

11. 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
12. 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 provided to an eligible household under the Food Stamp Act of 1977, 7 U.S.C. 2017(b);
- b. Payments to Volunteers under the domestic Volunteer Services Act of 1973, 42 U.S.C. 5044(g), 5058;
- c. Payments received under the Alaska Native Claims Settlement Act, 43 U.S.C. 1626(c);
- d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes, 25 U.S.C. 459e;
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program, 42 U.S.C. 8624(f);
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act, 29 U.S.C. 1552(b); effective July 1, 2000, references to the Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998, 29 U.S.C. 2931;
- g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians, Pub. L. 94-540, 90 Stat. 2503-04;
- h. The first \$2000 of per capita Shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands, 25 U.S.C. 1407-1408;
- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs, 0 U.S.C. 1087uu;

- j. Payments received from programs funded under Title V of the Older Americans Act of 1985, 42 U.S.C. 3056(f);
- k. Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement of *In Re Agent* product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980, 25 U.S.C. 1721;
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990, 42 U.S.C. 9858q;
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, 26 U.S.C. 32(j);
- o. 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. 95-433;
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990, 42 U.S.C. 12637(d);
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran, 38 U.S.C. 1805;
- r. 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
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998, 29 U.S.C. 2931.

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. Disability assistance expenses in excess of 3% of annual income for any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
 - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 - 3. For any elderly family that has handicapped assistance expenses that are less than 3% of annual income:
 - a. an allowance for combined handicapped assistance expenses and medical expenses that is equal to the amount by which the sum of these expenses exceeds 3% of annual income (the allowance given for handicapped assistance expenses may not exceed the employment income received by family members who are 18 years of age or older as a result of the handicapped or disabled person)
- E. For persons with disabilities, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:
 - 1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.
 - 2. Families whose income increases during the participation of a disabled family member in any eligible economic self-sufficiency or other job training program.
 - 3. Persons with disabilities who are or were, within 6 months, assisted under a state TANF or welfare-to-work program for at least \$500.

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.

F. Child care expenses.

10.0 VERIFICATION

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

10.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or documentation for citizenship such as that discussed below will be required.) Verification of these items will include photocopies of the Social Security cards, or certification that no Social Security card has been issued, and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified through third parties. This type of verification includes written documentation from such third party sources. This verification may be via direct contact with the source, in person or by telephone. It may also be a report generated by a request from NEWHS or generated automatically by another government agency, e.g., the Social Security Administration. Verification forms and reports received will be contained in the applicant/participant file. Oral third party documentation will include the same information as if the documentation had been written, e.g., name date of contact, amount received, etc., and will be recorded in the applicant/participant file by NEWHS staff

When third party verification cannot be obtained, NEWHS will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if NEWHS has been unable to obtain third party verification. Photocopies of the documents provided by the family will be maintained in the file. Efforts to obtain third party verification must be documented.

10.2 LEVELS OF VERIFICATION

NEWHS has adopted and implemented HUD's established hierarchy of five verification levels. The following verification policies are based on a HUD-wide effort, known as the Rental Housing Integrity Improvement Project (RHIIIP), to reduce income and rent errors and improper payments in the administration of the Public Housing and the Section 8 HCV Programs:

1. Highest
 - ◆ Up-front income verification (UIV) – to become mandatory when HUD's UIV system is available.
2. High
 - ◆ Third-party verification – mandatory.
3. Medium
 - ◆ Third party oral – mandatory if third party written verification is not available.
4. Medium-low
 - ◆ Document review – to be used on a provisional basis, as a supplement to UIV, or in situations where UIV and third-party verifications are not obtained.
5. Low
 - ◆ Tenant declaration – to be used only as a last resort when no other method of verification is available.

Staff must document why a lower level of verification was used. Efforts to obtain the higher level of verification must also be documented in the family's file.

A. Savings Accounts

It is not cost effective to incur a bank verification fee and/or use NEWHS staff time to facilitate third-party verification of savings accounts with balances under a reasonable threshold. Therefore, third-party verification must be obtained on savings accounts of \$5,500, or greater to determine asset income.

Savings account statements must be dated within sixty (60) days of the applicant's interview date, and within one hundred and twenty (120) days of the participant's annual reexamination date.

B. Checking Accounts

NEWHS must use a six-(6) month average of a checking account balance when determining asset income.

In determining asset income it is not cost effective to incur a bank verification fee and/or use NEWHS staff time to facilitate third-party verification of checking accounts with balances under a reasonable threshold. NEWHS has determined that a reasonable threshold is a checking account balance that is declared by the family that does not exceed the family's monthly gross income.

Therefore, NEWHS must obtain third-party verification of checking accounts that exceed the family's gross monthly income.

10.3 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought.

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 professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts

Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
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
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		
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 (e.g., social security, welfare, pensions, workers' comp, 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 - whether enrolled - whether training is HUD-funded - whether it is employment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program - whether state or local program	N/A
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10.4 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.

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.

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. NEWHS will make a copy of the individual's INS documentation and place the copy in the file. NEWHS also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, NEWHS will mail information to the INS so a manual check can be made of INS records.

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

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Housing Choice Voucher Program.

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

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

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

If NEWHS 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 Housing Choice Voucher unit, the family's assistance will be terminated.

10.5 VERIFICATION OF SOCIAL SECURITY NUMBERS

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

The best verification of the Social Security number is the original Social Security card. If the card is not available, NEWHS will accept letters from Social Security that establish and state the number.

If a member of an applicant/participant family indicates they have 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 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.6 TIMING OF VERIFICATION

Verifications must be dated within the last sixty-(60) days of the certification date, or within 120 days of the family's annual re-examination date. 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, NEWHS will verify and update only those elements reported to have changed.

If NEWHS is unable to anticipate annual income using current information due to historical fluctuations in income, NEWHS must average amounts received/earned to anticipate annual income.

10.7 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 their status will be obtained at the next regular reexamination. Prior to a new member joining the family, his or her 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. Likewise, when a child turns six, his or her verification will be obtained at the next regular

reevaluation.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 RENT REASONABLENESS

Gross rents (contract rent plus utility schedule cost) that exceed the rent reasonable threshold as listed in the Rental Directory of Spokane (Directory) will not be approved. (This Directory is a quarterly market analysis of rents by neighborhood). Moreover, a property owner's certification of comparable unassisted rents must not be used to determine rent reasonableness.

NEWHS Owned Properties: This restriction/cap on the rent reasonable process also applies to NEWHS owned properties.

Tax Credit Properties: Rent Reasonableness will be determined by NEWHS within the HUD-approved range of rents. A property owner's certification of comparable unassisted rents must not be used to determine rent reasonableness.

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

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

11.2 OWNER CERTIFICATION

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

11.3 MAXIMUM SUBSIDY

For the Housing Choice Voucher Program, the minimum PS will be 90% of the FMR and the maximum PS will be 110% of the FMR without prior approval from HUD, or the exception PS approved by HUD.

11.3.1 Setting the Payment Standard

The statute requires that the PS be set by NEWHS at between 90 and 110% of the FMR

without HUD's prior approval. NEWHS will review its established PS annually after publication of the FMRs. NEWHS will consider funding availability, vacancy rates, and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of housing choice voucher holders in finding units, and the percentage of annual income families are paying for rent under the Housing Choice Voucher Program. If it is determined that success rates will suffer or that families are having difficulty finding safe, decent units or paying over 40% of income for rent, the PS may be raised to the level judged necessary to alleviate these hardships.

The Board of Commissioners on June 21, 2004 has established a PS set at 100% of the current FMRs for all bedroom sizes, in response to HUD's funding cap.

Whitman County: Whitman County's PS remains at 107% of the current FMRs for zero, one, and two bedroom units, and at 100% of current FMRs for all other bedroom sizes.

NEWHS may establish a higher PS (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities.

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

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

Before increasing any PS, NEWHS will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program. Assisting all families less, however, is preferable to terminating assistance for some.

11.3.2 Selecting the Correct Payment Standard for a Family

- A. For the Housing Choice Voucher tenancy, the PS for a family is the lower of:
 - 1. The PS for the family unit size; or
 - 2. The PS for the unit size rented by the family.
- B. If the unit rented by a family is located in an approved Exception Rent Area, NEWHS will use the appropriate PS for the Exception Rent Area.
- C. During the HAP contract term for a unit, the amount of the PS for a family is the higher of:
 - 1. The initial PS at the beginning of the lease term minus any amount by

which the initial rent to owner exceeds the current rent to owner; or

2. The PS as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the PS at the next annual reexamination.

11.3.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, NEWHS may request that HUD approve an exception PS rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. NEWHS may request one such Exception PS Area or many. Exception PS rent authority may be requested for all or some unit sizes, or for all or some unit types. The Exception PS area(s) may not contain more than 50% of the population of the FMR area.

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

11.4 ASSISTANCE AND RENT FORMULAS

- A. Total Tenant Payment. The total tenant payment is equal to the highest of:
1. 10% of monthly income
 2. 30% of adjusted monthly income
 3. Minimum rent
- Plus any rent above the PS.
- B. Minimum Rent.
- NEWHS has set the minimum rent at \$ 25.
- C. Housing Choice Vouchers
1. The PS is set by NEWHS between 90% and 110% of the FMR or higher

or lower with HUD approval.

2. The participant pays the greater of the total tenant payment or the minimum rent, plus the amount by which the gross rent exceeds the PS.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income if the gross rent exceeds the applicable PS.

D. Housing Choice Voucher Preservation Vouchers

1. Payment Standard

a. The PS is the lower of:

- i. The PS amount for the appropriate family unit size; or
- ii. The PS amount for the size of the dwelling unit actually rented by the family.

b. If the dwelling unit is located in an approved Exception Rent Area, NEWHS will use the appropriate PS for the Exception Rent Area.

c. During the HAP contract term, the PS for the family is the higher of :

- i. The initial PS (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
- ii. The PS as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

- i. Paragraph (c)(i) of this section does not apply; and
- ii. The new family unit size must be used to determine the PS.

2. NEWHS will pay a monthly HAP payment on behalf of the family that equals the lesser of:

- a. The PS minus the total tenant payment; or
- b. The gross rent minus the total tenant payment.

E. Rent for Families under the Noncitizen Rule

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

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

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

1. Find the prorated HAP by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family Share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family Share minus the full utility allowance.

11.5 UTILITY ALLOWANCE

NEWHS maintains a utility allowance schedule for all tenant-paid utilities (except telephone, cable and fiber optics), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection or the disposal of waste and refuse).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, NEWHS uses normal patterns of consumption for the community as whole and current utility rates.

NEWHS reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. NEWHS maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule.

NEWHS uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under NEWHS subsidy standards).

At each reexamination, NEWHS applies the utility allowance from the most current utility allowance schedule.

NEWHS will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's Share to determine the amount of the tenant rent. The tenant rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

In the case where the family's 30% of monthly adjusted income is less than the applicable utility allowance, NEWHS Shall issue a utility reimbursement check to the family. (Except for the HOME program).

11.6 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

NEWHS pays the owner the lesser of the HAP or the rent to owner. If payments are not made when due, the owner may charge NEWHS a late payment, agreed to in the contract and in accordance with generally accepted practices in NEWHS' jurisdiction if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
- B. The owner also charges such penalties against the tenant for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of NEWHS. HAP payment from NEWHS is deemed to be received by the owner upon mailing by NEWHS. HAP payments are normally mailed on the first working day of each month, after confirmation is received that HUD funds have reached NEWHS Housing Choice Voucher account. Payment delays associated with failure of HUD to deposit funds in a timely manner and those associated with a change in unit ownership (see below) shall not subject NEWHS to late payment penalties.

11.7 CHANGE OF OWNERSHIP

NEWHS requires a request by the owner who executed the HAP contract in order to make changes regarding who is to receive NEWHS' rent payment or the address as to where the rent payment should be sent.

In addition, NEWHS requires a written request from the new owner to process a change of ownership. The following document(s) must accompany the written request:

- Tax Identification number or Social Security number.

New owners will be required to execute IRS form W-9 and sign NEWHS form Landlord Certification. NEWHS may withhold the rent payment until the taxpayer identification number (TIN) is received. All new owners will be checked against NEWHS Fraud List prior to HAP issuance.

12.0 HOUSING QUALITY STANDARDS, INSPECTION POLICIES

NEWHS will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Housing Choice Voucher Program prior to passing the HQS inspection. Units under lease to participants in the Housing Choice Voucher Program will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

NEWHS must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family should provide written permission to allow NEWHS to enter the unit and complete the inspection, or if that is not an option, call and re-schedule the appointment. NEWHS may not enter a unit unless someone over the age of 18 is present.

If the family misses a scheduled inspection, NEWHS will only schedule one more inspection. If the family misses two inspections, NEWHS will consider the family to have violated a family obligation and a notice of termination will be issued.

12.1 TYPES OF INSPECTIONS

There are five types of inspections NEWHS will perform:

- A. Initial inspection - an inspection that must first take place to ensure that the unit passes HQS before assistance begins.
- B. Annual inspection - an inspection to determine that the unit continues to meet HQS.
- C. Special inspection - an inspection that takes place in the event of a perceived emergency or perceived HQS non-compliance on the part of the landlord or tenant. These will take precedence over all other inspections.
- D. An inspection caused by a third party, e.g., HUD, needing to view the unit.
- E. Quality control inspection - Supervisory inspections on a HUD mandated formula of the total number of units that were under lease during NEWHS' previous fiscal year.

12.2 OWNER AND FAMILY RESPONSIBILITY

It is important not to confuse NEWHS' responsibility to enforce HQS requirements under the HAP contract with NEWHS' lack of legal responsibility for enforcing the terms of the lease between owner and tenant. At no time will NEWHS adjudicate which party is responsible for a breach of the lease between owner and tenant. Since NEWHS is not a party to the lease agreement between owner and tenant (participant), NEWHS' involvement in the enforcement of HQS standards is limited to its HAP contract with the owner and its administration of the Housing Choice Voucher Program with the participant.

When an abatement of HAP occurs because of an HQS breach and the owner claims the family is responsible, NEWHS will uphold the abatement unless the owner can demonstrate to NEWHS satisfaction that provisions in the lease and tenancy addendum have been enforced, e.g., ten day notice to comply, small claims court judgment, eviction. See tenancy addendum, paragraph 8(d)(2)(c). The ten-day notice shall contain the specific deficiencies that the owner determines to be an HQS breach caused by the family.

- A. Owner Responsibility for HQS
 - 1. The owner must maintain the unit in accordance with HQS.
 - 2. If the owner fails to maintain the dwelling unit in accordance with HQS, NEWHS will take prompt and vigorous action to enforce the owner obligations. NEWHS' remedies for such breach of the HQS include abatement of Housing Assistance Payments and termination of the HAP contract.
 - 3. NEWHS will not make any Housing Assistance Payments for a dwelling unit that fails to meet HQS unless the owner corrects the defect within the

period specified by NEWHS and NEWHS verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any NEWHS approved extension).

4. The owner is not responsible to NEWHS for a breach of the HQS that is not the responsibility of the owner, and for which the family is responsible. However, the owner may be affected by a tenant breach of HQS since NEWHS can terminate assistance to a family because of HQS breach caused by the family. Therefore, to prevent an unjustified abatement of HAP payment, the owner should inform NEWHS of such tenant-caused HQS breach as outlined in Section 12.2. Otherwise, owners who fail to do so will suffer the consequence of continued abatement of the HAP.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear) as documented by the owner.
 - d. Serious lease violations such as family caused damages to the rental unit shall be reviewed and acted upon by NEWHS just as any other family obligation violation would be.
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any NEWHS approved extension).
3. If the family has caused a breach of the HQS, NEWHS will take prompt and vigorous action to enforce the family obligations. NEWHS may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 HOUSING QUALITY STANDARDS (HQS), 24 CFR 982.401

This section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirement

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (i.e., a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be

substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than children under the age of two, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a permanent and safe heating system for the dwelling unit. The system must be in proper operating condition. The system must be able to provide adequate heat, either directly or indirectly, to each room in living areas at 70 degrees temperatures when outside temperatures reach 0 degrees Fahrenheit, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such

as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators if present and if applicable must be working and safe and must have a current local inspection certificate.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window(s) are designed to be opened, the window(s) must open and lock.

H. Water Supply

1. Performance Requirement

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public, or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions

- a. Chewable surface - protruding painted surfaces, such as protruding corners, window sills and frames, stair treads, rails, and other protruding woodwork, in households which include children less than six years of age.
- b. Component - an element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, and stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface-a surface on which the paint, stain, or varnish is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood lead level (EBLL) - excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
- e. Lead-based paint - a paint surface, whether or not defective, identified as having a lead content greater than or equal to 1.0 milligram per centimeter squared (mg/cm^2), or 0.5 % by weight or 5000 parts per million (PPM).

2. Performance Requirements

- a. The purpose of this paragraph of this section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.
- b. The requirements of this paragraph of this section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.

- c. If a dwelling unit constructed before 1978 is occupied by a family which includes a child under the age of six years and or a pregnant female, the initial and each periodic inspection (as required under this part) must include a visual inspection for defective painted, stained, or varnished surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this section.
- d. NEWHS may exempt from such treatment defective painted, stained, or varnished surfaces that are found in a report by a qualified lead-based paint inspector or risk assessor not to be lead-based paint hazard, as defined in paragraph 1(f) of this section. For purposes of this section, a qualified lead-based paint inspector is a state or local health or housing agency, a lead-based paint inspector or risk assessor is EPA certified and/or regulated by a state government or an organization recognized by HUD.
- e. Treatment of defective painted, stained, or varnished surfaces required under this section must be completed within 30 calendar days of NEWHS notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this section may be delayed for a reasonable time.
- f. The requirements in this paragraph apply to:
 - i. All painted, stained, or varnished surfaces within the unit (including ceilings but excluding furniture);
 - ii. The entrance and hallway providing access to a unit and all common areas associated with the use of a unit in a multiunit building; and
 - iii. Exterior surfaces, including walls, stairs, decks, porches, railings, windows, doors, garages, sheds, fences and other outbuildings, for households that include children under six years of age and/or pregnant female.
- g. In addition to the requirements of paragraph c of this section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBLL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a lead based paint inspector or a risk

assessor that is EPA certified, regulated by a state government or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this section is required, and treatment shall be completed within the time limits in paragraph c of this section.

- i. The requirements in paragraph g of this section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
 - i. Within the unit;
 - ii. The entrance and hallway providing access to a unit and all common areas associated with the use of the unit in a multiunit building; and
 - iii. Exterior surfaces including walls, stairs, decks, porches, railings, windows, doors, and outbuildings such as garages, sheds and fences.
- j. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
 - i. A defective paint surface Shall be treated and a clearance test required if the total area of defective paint on a component is:
 - (1) More than 20 square feet on an exterior wall;
 - (2) More than 2 square feet on an interior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
 - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
 - ii. Any defective paint surface found to be below the above-described levels shall be treated and reinspected by NEWHS. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead

contaminated dust.

iii. Acceptable methods of treatment are outlined in the EPA/HUD Lead Paint Safety Field Guide. Property owners will be provided a copy at all HQS Inspections where a deteriorated paint condition has been noted. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

iv. Waste and debris must be disposed of in accordance with all applicable federal, state, and local laws.

- k. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
- l. Prior to execution of the HAP contract, the owner must inform NEWHS and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- m. NEWHS must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, NEWHS must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this section, such chewable surfaces do not have to be tested or treated at any subsequent time.

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirement

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirement

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirement

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

Except as provided in paragraph b below of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excluding crawl spaces inaccessible attics, cellars, and basements accessed from and outside entrance. . Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

N. Bedrooms

1. Performance Requirements

For the purpose of determining the applicable PS, all bedrooms must meet

the following requirements:

- a. Must be a minimum size of 8' X 10'
- b. At least one window must be present and if designed to open, must operate properly.
- c. The walls and ceiling must be finished with an appropriate material e.g. sheetrock or paneling.
- d. The floor must be finished with an appropriate material e.g. carpet, vinyl or tile.
- e. There must be a direct and permanent heat source.
- f. There must be either two separate duplex outlets or one duplex outlet and one permanent light fixture.
- g. The entrance to the room must be a standard size opening.
- h. The bedroom size cannot change during the occupancy of the family that was certified for that unit.
- i. Rooms that have been considered a bedroom and don't meet these current standards will be grandfathered in. rooms must meet these new standards prior to entering into an initial HAP contract.

12.4 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

NEWHS will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter upon receipt of a Request for Tenancy Approval. The owner will be notified in writing of the results of the inspection. The owner and/or the participant will be advised to notify NEWHS to reschedule a re-inspection when the repairs have been properly completed keeping in mind the participant's voucher expiration date. No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item in section 12.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner does not correct Spokane failed items after proper notification has been given, NEWHS will abate the HAP payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, NEWHS will terminate assistance for the

family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be completed within 24 hours.
2. Non-emergency items must be completed within 30 days of the initial inspection.
3. For major repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of NEWHS, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, NEWHS will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

12.5 EMERGENCY FAIL ITEMS

A. The following items are to be considered examples of emergency items that need to be remediated within 24 hours:

1. No hot or cold water;
2. No electricity;
3. Inability to maintain adequate heat;
4. Major plumbing leak;
5. Natural gas leak;
6. Broken windows that allow weather elements into the unit;
7. Electrical outlet smoking or sparking;
8. Exposed electrical wires which could result in shock or fire;
9. Unusable toilet when only one toilet is present in the unit;
10. Security risks such as broken doors or windows that would allow intrusion; and
11. Other conditions which pose an immediate threat to health or safety.

B. Enforcement of Emergency/Life Threatening fail items

The owner and participant will sign an Emergency/Life Threatening Repair Certificate upon completion of the noted 24-hour deficiencies. When applicable NEWHS will require third party verification. The HQS Specialist will provide the certification form at the time of inspection. By signing the form, the owner and participant are verifying that the repairs have been made. Failure of the owner to return the signed certification form within the specified time will result

in abatement of the HAP payment and termination of the contract. A reinspection of the unit will still be required.

12.6 ABATEMENT

When a unit fails to meet HQS and the owner has been notified properly and afforded an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit will be abated.

If the corrections of deficiencies are not made, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, NEWHS will end the abatement the day the unit passes inspection and release a pro-rated HAP payment.

12.7 PARTICIPANT RESPONSIBILITIES

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to NEWHS. This shall be done by either paying the full amount due immediately upon NEWHS requesting it or through a repayment agreement that is approved by NEWHS.

If the participant is not current on any repayment agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

13.0 REEXAMINATION

13.1 CHANGES IN LEASE OR RENT

Owners must notify NEWHS in writing of any changes in the amount of the rent at least sixty (60) days before the changes go into effect. Any such changes are subject to NEWHS determining them to be reasonable.

Assistance shall not be continued unless NEWHS has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

- A. Requirements governing participant or owner responsibilities for utilities or appliances;
- B. In the lease terms governing the term of the lease;
- B. If the participant moves to a new unit, even if the unit is in the same building or complex.

13.2 ANNUAL REEXAMINATION

At least annually NEWHS will conduct a reexamination of family eligibility. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

NEWHS will send a notification letter to the family letting them know that it is time for their annual reexamination. The letter includes forms for the family to complete. 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.

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.

Upon receipt of verification, NEWHS will determine the family's annual income and will calculate their family share of the rent.

13.2.1 Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

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.

13.2.2 Missed Appointments

If the family fails to respond to the letter, a second letter will be mailed. The second letter will advise of a new time and date to submit required documents, allowing for the same accommodation as above. The letter will also advise that failure by the family to submit required documents will result in NEWHS taking action to terminate the family's assistance.

13.3 INTERIM REEXAMINATIONS

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified. NEWHS must approve the addition of any adult members before they move into the unit.

Families are required to report the following changes to NEWHS between regular

reexaminations within ten (10) working days of the change.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. Increased income reported by a family.
- D. Family break-up

In circumstances of a family break-up, NEWHS will make a determination of which family member will retain the voucher, taking into consideration the following factors:

1. To whom the voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, NEWHS will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, NEWHS will make determinations on a case by case basis.

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 family must have the property owner's approval. The individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if he or she has one, and must verify his or her citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. NEWHS will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, NEWHS will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 14.2.2 below.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income. Upon such request, NEWHS will take timely action to process the interim reexamination and recalculate the family share.

13.3.1 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, NEWHS may schedule special reexaminations every 30, 60, or 90 days until the income stabilizes and an annual income can be determined.

13.3.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations

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

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

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

Any income change resulting in a rent reduction that is reported after the 15th of the month will be processed and the rent change will be effective the 1st of the second month.

14.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY NORTHEAST WASHINGTON HOUSING SOLUTIONS

NEWHS may at any time terminate program assistance for a participant because of any of the following actions or inaction by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If NEWHS determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Housing Choice

Voucher unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to the Housing Choice Voucher Program for a period of 24 months from the date of termination.

- D. If any member of the family has ever been evicted from public housing.
- E. If NEWHS has ever terminated assistance under the certificate or voucher program for any member of the family.
- F. If any member of the family commits drug-related or violent criminal activity. Violent criminal activity results in a 10-year ban from housing assistance.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program. This results in a permanent ban from applying for future assistance.
- H. If the family currently owes rent or other amounts to NEWHS or to another NEWHS in connection with Housing Choice Voucher or public housing assistance under the 1937 Act. The family is terminated until the money is repaid or until the family enters into a repayment agreement.
- I. If the family has not reimbursed any NEWHS for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease. The family is terminated until the money is repaid or until the family enters into a repayment agreement.
- J. If the family breaches an agreement with NEWHS to pay amounts owed to a NEWHS or amounts paid to an owner by a NEWHS. (NEWHS may offer a family the opportunity to enter an agreement to pay amounts owed to NEWHS or amounts paid to an owner by NEWHS. NEWHS may prescribe the terms of the agreement.)
- K. If the family has engaged in or threatened abusive or violent behavior toward NEWHS personnel.
- L. If any household member is subject to a registration requirement under a state sex offender registration program. This results in a permanent ban from applying for future assistance.
- M. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by NEWHS to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- N. If the family has committed serious or repeated lease violations while participating in the Housing Choice Voucher Program. NEWHS will issue a termination notice upon receipt of a small claims judgment against the participant

in the amount of \$2,500 or more; OR two small claims judgments within a 3-year period that are greater than \$500 in excess of the security deposit.

Unless otherwise stated, a family is precluded from applying to the waiting list for assistance for three (3) years when they are involuntarily terminated from housing assistance.

O. When NEWHS gives a notice of termination to a participant, NEWHS staff must attach a written description of (1) family obligations under the program, (2) the reasons or grounds for the termination, (3) informal hearing procedures and (4) a Reasonable Accommodation Request Form.

P. Program Cost-reducing Measures

To successfully and resourcefully assist the maximum, authorized number of individuals/families, the NEWHS Board of Commissioners established the following cost-cutting, spending-cut actions on March 22, 2005:

1. Port outs to jurisdictions that have higher Payment Standard/subsidies than NEWHS are not permissible, except as a reasonable accommodation for persons with disabilities.
2. Prorated housing assistance payments shall not be paid on behalf of participants who move into a new unit before the first of the month. Housing assistance payments shall not commence prior to the first of the month. For example: If Ms. Smith moves into a new unit on March 15, she will be responsible for the full prorated March rent amount – as her rental subsidy will not start until April 1.
3. Vouchers shall only be effective on the first of the month. If an applicant moves into the unit before the first of the month, for example, he is then responsible for the full prorated rent amount.
4. To help ensure that there is sufficient funding for current elderly and disabled participants, reasonable accommodation requests to port out to higher costs jurisdictions shall be carefully scrutinized and well-documented.
5. Reasonable accommodations shall not be granted when it is reasonably determined, that the granting of such accommodations will most likely have a significant impact on current elderly and disabled program participants. A “significant impact” is defined as termination of assistance due to lack of sufficient voucher funds.
6. Reasonable accommodation requests to port out to higher cost jurisdictions shall not be considered reasonable, if the cumulative costs of such port outs cannot be sustained by the fixed calendar year budget.

7. Issued vouchers that have not yet resulted in an executed Housing Assistance Payments contract shall be rescinded, if necessary, to avoid insufficient HAP funding.
8. Participating property owners' requests for rent increases may be denied, if there is not sufficient funding to sustain increased housing assistance payments.
9. NEWHS may review owner rents prior to the HAP contract anniversary date to determine, if the rents are rent reasonable. If any rent is determined to not be rent reasonable the owner must reduce the rent to the reasonable amount or the HAP contract must be terminated. Following a 30-day written notice to the owner, rents shall be reduced by the first of the following month.
10. NEWHS may request the owner to voluntarily agree to a temporary rent reduction or defer a rent increase to avoid termination of family assistance and HAP contract termination, even if the owner's rent is reasonable. It is the owner's option to agree to this request.
11. Following a 30-day written notice to the family a minimum rent of \$50 shall be effective by the first of the following month. (Hardship Exceptions shall be granted in accordance with HUD regulations.)

Q. Termination of Housing Assistance Payments Contracts Due to Insufficient Funding/Reserves

When faced with the prospect of insufficient funding/reserves, despite cost-cutting, spending-cut actions described-above, the executive director or her designee shall initiate the following action to bring program cost/spending into line with available revenue:

1. Randomly terminate Housing Assistance Payments contracts only excluding elderly and disabled individuals/families.

R. Restoring Rescinded Section 8 HCV Vouchers

Rescinded vouchers will be restored to applicants in the order that the voucher was issued as soon as federal Section 8 HCV funding becomes available – that is, vouchers issued first will be restored first.

S. Restoring Terminated Housing Assistance Contracts

Available Section 8 HCV funds/reserves will first be used to restore assistance to program participants. That is, as funding becomes available it will first be used to restore rental subsidies to participants -- before it is used to restore rescinded

vouchers.

15.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

15.1 COMPLAINTS

NEWHS will investigate and respond to complaints by participant families, owners, and the general public. NEWHS may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

15.2 INFORMAL REVIEWS FOR APPLICANTS

A. Informal Review for the Applicant

NEWHS will give an applicant for participation in the Housing Choice Voucher Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for NEWHS decision. The notice will state that the applicant may request an informal review within 10 days of receipt of the denial letter and will describe how to obtain the informal review.

B. When an Informal Review is not required

NEWHS will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under NEWHS subsidy standards.
2. NEWHS determination not to approve an extension or suspension of a voucher term.
3. NEWHS determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. NEWHS determination that a unit selected by the applicant is not in compliance with HQS.
5. NEWHS determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by NEWHS.

C. Informal Review Process

NEWHS will give an applicant an opportunity for an informal review of NEWHS decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by NEWHS.
2. The applicant will be given an opportunity to present written or oral

objections to NEWHS decision.

3. NEWHS will notify the applicant of the decision after the informal review within 10 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to deny assistance because of action or inaction by members of the family, NEWHS may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial of assistance on other family members who were not involved in the action or failure.

NEWHS can impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. NEWHS may permit the other members of a participant family to continue to receive assistance.

If NEWHS seeks to deny assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within three (3) years before the date that NEWHS provides notice to the family of NEWHS determination to deny assistance. In determining whether to deny assistance for these reasons NEWHS will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Has completed a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that NEWHS provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 14 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 14 days of receipt of the INS appeal decision.

For applicant families, the informal review process above will be utilized with the exception that the applicant family will have up to 10 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

15.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is required

1. NEWHS will give a participant family an opportunity for an informal hearing to consider whether the following NEWHS decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and NEWHS policies:
 - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
 - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from NEWHS utility allowance schedule.
 - c. A determination of the family unit size under NEWHS subsidy standards.
 - d. A determination to terminate assistance for a participant family because of the family's action or failure to act.
 - e. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under NEWHS policy and HUD rules.
2. In cases described in paragraphs 16.3(A)(1)(d), and (e), of this section, NEWHS will give the opportunity for an informal hearing before NEWHS terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not required

NEWHS will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by NEWHS.
2. General policy issues or class grievances.
3. Establishment of NEWHS schedule of utility allowances for families in the program.
4. NEWHS determination not to approve an extension or suspension of a voucher term.
5. NEWHS determination not to approve a unit or lease.
6. NEWHS determination that an assisted unit is not in compliance with HQS. (However, NEWHS will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. NEWHS determination that the unit is not in accordance with HQS because of the family size.
8. A determination by NEWHS to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c) of this section, NEWHS will notify the family that the family may ask for an explanation of the basis of NEWHS' determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d) and (e) of this section, NEWHS will give the family prompt written notice that the family may request a hearing within 10 days of the notification. The notice will:
 - a. Contain a brief statement of the reasons for the decision; and;
 - b. state if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 days of the notification.

D. Hearing Procedures

NEWHS and participants will adhere to the following procedures:

1. Discovery
 - a. The family will be given the opportunity to examine before the hearing any NEWHS documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If NEWHS does not make the document(s) available for examination on request of the family NEWHS may not rely on the document at the hearing.
 - b. NEWHS will be given the opportunity to examine, at NEWHS' offices before the hearing, any family documents that are directly relevant to the hearing. NEWHS will be allowed to copy any such document NEWHS' expense. If the family does not make the document(s) available for examination on request of NEWHS, the family may not rely on the document(s) at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

A lawyer or other representative may represent the family at the family's expense.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the Executive Director of NEWHS, other than a person who made or approved the decision under review.

- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with NEWHS hearing procedures.

4. Evidence

NEWHS and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, NEWHS may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members. Consideration will also be given to the effects of termination of assistance on other family members who were not involved in the action or failure.

NEWHS may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. NEWHS may permit the other members of a participant family to continue receiving assistance.

If NEWHS seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within four years before the date that NEWHS provides notice to the family of NEWHS determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons, NEWHS will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that NEWHS provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of

request of appeal to the INS. The request must be made by the participant family within 14 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 14 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 14 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

16.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by NEWHS. Under some circumstances the contract automatically terminates.

A. Termination of the Lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to NEWHS after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner

a. The owner may terminate the lease during its term on the following grounds:

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related or violent criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

(3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;

(4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

- b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
- c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give NEWHS a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. By mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Automatic termination of the contract

- a. If NEWHS terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. 180 calendar days after the last housing assistance payment to the owner.
- d. NEWHS has insufficient funds under the consolidated ACC to assist all participants.

If NEWHS terminates HAP contracts due to insufficient funds, NEWHS may, depending on available funding, offer property owners new contracts based on a lower Payment Standard.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and state and local law.

3. Termination of the HAP contract by NEWHS

NEWHS may terminate the HAP contract because:

- a. NEWHS has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. NEWHS determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- d. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - ii. If the owner has violated any obligation under any other HAP contract under Section 8 of the 1937 Act.
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
 - iv. If the owner has engaged in or threatened abusive or violent behavior toward NEWHS personnel.
 - v. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
 - vi. If the owner has engaged in drug-related criminal activity or any violent criminal activity.

Whenever the involuntary termination of a landlord from the Housing Choice Voucher Program (for any of the reasons listed above or for any other reason) would result in undue hardship to a participant in good standing with the program (e.g., the dislocation of the tenant), NEWHS will take all steps practicable to assist the participant in renting another unit.
- e. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, NEWHS will continue to make payments until the owner obtains a judgment or the family moves out.

17.0 CHARGES AGAINST THE HOUSING CHOICE VOUCHER ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for NEWHS to spend money from its Housing Choice Voucher Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with state law.

NEWHS Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to **\$25,000** for authorized expenditures. Any item(s) exceeding **\$25,000** will require prior Board of Commissioner approval before any charge is made against the Housing Choice Voucher Administrative Fee Reserve.

18.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of NEWHS against costs associated with any judgment of infringement of intellectual property rights.

19.0 NORTHEAST WASHINGTON HOUSING SOLUTIONS OWNED HOUSING

Units owned by NEWHS and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, NEWHS will do the following:

- A. NEWHS will obtain the services of an independent entity to perform the following NEWHS functions:
 1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and NEWHS.
 2. To assist the family in negotiating the rent.
 3. To inspect the unit for compliance with HQS.
- B. NEWHS will gain HUD approval for the independent agency/agencies utilized to perform the above functions.
- C. NEWHS will compensate the independent agency/agencies from our ongoing administrative fee income.

- D. NEWHS, or the independent agency/agencies, will not charge the family any fee or charge for the services provided by the independent agency.

20.0 QUALITY CONTROL OF HOUSING CHOICE VOUCHER PROGRAM

In order to maintain the appropriate quality standards for the Housing Choice Voucher program, NEWHS will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the HUD mandated formula for a housing authority the size of NEWHS.

21.0 MODERATE REHABILITATION PROGRAM (SRO)

The purpose of the Moderate Rehabilitation Program for Single Room Occupancy (SRO) Dwellings for homeless individuals is to provide rental assistance to homeless individuals 18 years or older. HUD, under its Annual Contributions Contracts (ACC) with NEWHS, provides funds for the housing assistance on behalf of the eligible individuals for a 10-year period. NEWHS currently manages two SRO Mod. Rehab. ACC Contracts. One is for the Commercial and the Avondale and the second is for the Wilton Apartments.

A. Family Participation:

Selection of Tenants: A contract unit may only be rented to an eligible individual. All contract units must be rented to eligible individuals referred by the PHA from its waiting list. The owner may advertise for and solicit applications from homeless individuals if the PHA is unable to fill the units with referrals.

B. Waiting List Notification and Referrals:

These allocations are targeted for homeless individuals. A separate waiting list has been established for the combined projects. The list will be maintained by NEWHS. As vacancies occur, persons at the top of the waiting list will be notified verbally or in writing and the social service agency or shelter that provided the original referral and the owner. The individual is referred to the owner/manager to see if he or she is still interested in renting the unit.

NEWHS' responsibility is to determine if the person's eligibility is consistent with Housing Choice Voucher requirements. It is the owner's responsibility to select the tenant consistent with local and state Tenant/Landlord Law and federal fair housing law.

All notices and the application process itself will conform to local, state and federal fair housing laws. Applicants will be advised by NEWHS and the owners of their rights, including the right to file a formal complaint under one or more of them.

C. Handicapped Accessible Units:

A minimum of five percent of the units in each building will comply with the Uniform Accessibility Standards. It will be the owners' responsibility to match accessible units with the needs of the individuals.

D. Tenants Moving

NEWHS will inform tenants that those wishing to move from one complex to another can not automatically transfer to other NEWHS rental assistance programs. If the tenant must move through no fault of his/her own, NEWHS will refer the tenant to another Mod. Rehab. Unit. All situations will be handled on a case-by case basis.

E. Tenant Terminations

NEWHS requires owners to include reference to and use of standard leases that comply with the State of Washington Tenant/Landlord Act requirements in their Management Plans. NEWHS monitors owner's performance through the owners' submission of Annual reports and other documentation as deemed necessary to ensure compliance with program requirements. All the policies described in the Administration Plan of NEWHS will apply to the management of the SRO Mod. Rehab. Program.

F. Unit Management and Maintenance Monitoring

All owners are required to establish a reserve for replacement to cover extraordinary maintenance expenses. NEWHS will monitor management and maintenance through annual on-site inspections and annual reviews of management documents and procedures to assure compliance with program requirements.

Annual reports are to be submitted to NEWHS by the owner's management staff regarding the supportive services programs in order to verify owners/management staff is following the management plans as written or amended.

22.0 NEWHS POLICY FOR HOUSING CHOICE VOUCHERS PROJECT

NEWHS may use amounts provided under an Annual Contributions Contract to enter into a HAP Contract with respect to providing Project-Based Assistance to an existing, newly constructed, or rehabilitated structure that is attached to the structure.

The Housing Choice Project Voucher Program is consistent with NEWHS Annual Plan and Strategic Five-Year Plan. In considering a request for project basing the following criteria will be applied:

- Project basing must be consistent with the statutory goals of "deconcentrating poverty and expanding housing and economic opportunities."

- In the absence of blanket HUD waiver, project basing may not be located in areas of minority concentrations or in neighborhoods in which substandard dwellings or other undesirable conditions predominate.
- Project Vouchers should contribute to the long term viability of projects allowing them to absorb operational cost increases beyond the control of the project (i.e. utility rates, etc.) and/or create Operating and Capital Reserves.
- Project vouchers may be used as a tool for voucher utilization for NEWHS; issuing of project vouchers will cause no undue hardship for other eligible households.
- The median income served must be at or below 30%.
- Project Vouchers will serve special needs populations first, the elderly & disabled and those receiving supportive services.
- Only developments of 15 units or less will be considered for project vouchers and only 25% of the units in a multi-family development can receive vouchers.
- Developments for disabled/elderly residents or for families receiving supportive services are exempt from the 25% cap.
- Units can be existing, newly constructed or substantially rehabilitated. However, newly constructed or substantially rehabbed units must meet all applicable HUD standards and provide plans and specifications for NEWHS and HUD approvals prior to any Project Vouchers being considered for the project.
- Project Vouchers shall be used primarily to preserve current affordable low-income housing or to create new affordable low-income housing either in existing or new units.
- Vouchers may be utilized for transitional housing. SRO units are not eligible.
- NEWHS will manage Waiting Lists for all approved project requests for the Housing Choice Project Vouchers.

NEWHS has the authority to issue project vouchers with a maximum limitation of up to 20% of the baseline number of units in NEWHS' voucher program. NEWHS serves Spokane, Whitman, Stevens, Pend Oreille, and Lincoln Counties. NEWHS has the discretion to determine the initial contract terms with the owner up to the maximum of ten years. Project Voucher assistance will be offered through a competitive process consistent with 24 CFR 983.51. The Seattle HUD field office shall approve advertisements for project vouchers prior to their publication. The HUD field office shall authorize NEWHS Project Voucher program prior to its' implementation. Then NEWHS will advertise its intent to offer Project Vouchers in a newspaper of general circulation. The advertisement shall run for three consecutive weeks. The advertisement will clearly state the application deadline (at least 30 days after the last advertisement); the number of unit vouchers available and the purpose for which the vouchers are being made available. The advertisement shall clearly state the scoring criteria and the relative weight given to the response to each criterion. Only applications that are in direct response to the advertisement will be considered. Responses to the advertisement must be submitted, in writing, to the Executive Director of NEWHS. The narrative must contain a minimum of, a statement certifying it meets all of the requirements as set forth in the advertisement, the location and description of the development, state the need for the vouchers, the number of Vouchers requested and must contain a current resident rent roll showing

current resident incomes. All Voucher requests will require approval of NEWHS Board of Commissioners. The Board of Commissioners will set the Contract terms upon recommendation of the Executive Director.

A Contract will be executed between NEWHS and the owner of the development. All HUD Program Forms and Contracts under Implementing Regulation 24 CFR Part 983 will be utilized. Current residents will be scheduled for intake appointments and all paperwork will be processed for eligibility and a Housing Quality Standard Inspection will be performed. In the case of new construction pre-leasing and pre-qualification is strongly advised (rental payments are not made prior to qualification).

NEWHS will continue to provide assistance for a unit that becomes vacant (after commencement of the assisted occupancy by a family) for up to a maximum of sixty (60) days, if the vacancy is not the fault of the owner and the owner takes “every reasonable action” to minimize the likelihood and extent of vacancies.

NEWHS will issue a new Housing Choice Voucher to families who choose to move after one year or more of residency in the project-based development.

23.0 NEWHS PROJECT VOUCHER SELECTION POLICY

Projects will be selected to receive Project Vouchers according to the following weighed criteria: Note all “Threshold” items must be satisfied.

Project Site:

- ◆ Located in a census tract with poverty level less than 20% - Threshold
- ◆ Located in a census tract with poverty level above 20%, BUT
Within an Empowerment Zone/Revitalization Area and for which
A waiver of the deconcentration rule has been obtained from HUD -5 points
- ◆ Located in a census tract with poverty level less than 10% - 10 points*
- ◆ Site not located in area of minority concentration - Threshold
- ◆ Site adequate in size, exposure, and contour to accommodate units - Threshold
- ◆ Site accessible to social, recreational, educational,
Commercial & health facilities & services. - Threshold
- ◆ Site located on or near public transit route to access - Threshold
- ◆ Employment opportunities
- ◆ Sub-standard dwellings and undesirable conditions
do not Predominate in neighborhood - Threshold

Design:

- ◆ Design is consistent and in harmony with neighborhood - 5 Points
- ◆ Project larger than 25 units - 0 Points
- ◆ Project 15 – 25 units - 5 Points

- ◆ Project 1-15 units - 10 Points

Previous Experience Of Owner/Developer/Participants:

- ◆ Owner/Manager experienced in marketing and running this type of low-income housing. - Threshold

Feasibility of Project:

- ◆ Project meets a clear market need for low-income units of the identified type (i.e. elderly, disabled, families with services) - Threshold
- ◆ Existing project with funding in place, operating and with long term viability but unable to create capital/operating reserves - 5 Points
- ◆ Existing project with funding in place, operating and where project Vouchers will provide long term viability against expense increases and to create capital/operating reserves - 10 Points
- ◆ Project requesting vouchers for less than 25% of multi-family units - 5 Points

Project Elements:

- ◆ Project provides referral services for tenants - 5 Points
- ◆ Project provides in-house services - 15 Points
- ◆ Project serves elderly or disabled population (> age 55) Or families with services - 5 Points
- ◆ Project serves special needs population at or below 30% of Area Median Income - 10 Points
- ◆ Project preserves current low-income housing - 10 Points
- ◆ Current project rents at or below FMR - 5 Points
- ◆ Project creates new low-income housing - 20 Points
- ◆ Current project rents above FMR - 5 Points
- ◆ Project displaces current residents / relocation plan attached - (-10) Points

TOTAL POINTS POSSIBLE 100 Points

Required Submittals

General Requirements:

- ◆ Name of project and a narrative description, as well as the number of Vouchers being requested. Include number of units by square footage, bedroom count, and bathroom count. Furnish evidence of site control.
- ◆ Provide current rent structure, including utilities (if any) included in rent, and a current rent roll that identifies tenants by name and income level.
- ◆ Provide a copy of management plan for property
- ◆ Furnish a copy of tenant selection policy/criteria for project

- ◆ Identify Applicant and nature of applicant (i.e. non-profit, for-profit, etc.)
- ◆ Identify all principal participants (i.e. owner, Management Company, service provider(s), etc.)
- ◆ For each principal participant identify: Address, Telephone number, Fax number, contact person, and E-mail addresses. Include a written certification that each principal; including officers, members, Shareholders, investors, or any person with a substantial interest; is not on the U.S. general Services list of excluded parties.
- ◆ Description of principal participants' experience in owning and/or operating specific type of low-income housing.
- ◆ If there is any displacement of current tenants – provide relocation plan consistent with HUD standards.

Site and building description:

- ◆ Include census tract, street address, and age of property, current unit condition, description of topography, description of neighborhood, location of public transit, location of employment opportunities, type and size of units and project.
- ◆ Accessibility and location of social, recreational, educational, commercial & health facilities & services
- ◆ Identify specific units to be assisted.
- ◆ Describe any physical design elements included to directly benefit the population served.

Project Service Population and Services Provided:

- ◆ Describe population and income served (i.e. “special needs, % of Area Median Income)
- ◆ Describe services provided in detail, including referrals and/or direct service delivery.
- ◆ Describe agency capacity to directly deliver services, include proposed staff roles, identify staff concerned, and provide resumes.

Project Financial Information:

- ◆ Furnish evidence of existing funding and any proposed funding for project.
- ◆ Furnish copies of operating statements for the three previous years.
- ◆ Provide a copy of the Capital Replacement Plan or Life cycle plan for replacements.
- ◆ Provide details of capital expenditures within the previous five years and a list of major deferred capital work.
- ◆ Develop a proforma that demonstrates the impact of Project Vouchers upon the viability of the project. Include impact on Capital Replacement and Operating Reserves (note: show current amounts in both if any); deferred capital / maintenance work items that can be accomplished. The proforma should mirror the term of the Project Vouchers being requested.
- ◆ Provide proposed rent structure and any utilities included in rent.

24.0 SECTION 8 HOME OWNERSHIP PROGRAM

I. GENERAL PROVISIONS.

Northeast Washington Housing Solutions' ("NEWHS") Section 8 Homeownership Program permits *current* eligible participants in the Section 8 Housing Choice Voucher (HCV) Program, to participate in either of the following two forms of homeownership assistance:

- (1). The monthly housing assistance payment that assists a family with the rent may instead be used to help the assisted family pay for their monthly homeownership expenses.
- (2). In lieu of paying a monthly homeownership assistance payment on behalf of the family, homeownership assistance is provided in the form of a single grant to be used toward the down payment required in connection with the purchase of the home. The amount of the Down payment Assistance Grant is equal to one year of housing assistance payments that would be made on behalf of the family.

Though NEWHS' involvement with the family ends once the Down payment Assistance Grant is provided, NEWHS nonetheless undertakes the same efforts to ensure that financing requirements are appropriate for a Down payment Assistance Grant as it does for monthly homeownership assistance payments.

Implementation of Down payment Assistance Grants

NEWHS will implement the Down payment Assistance Grant when HUD publishes a notice in the Federal Register announcing that appropriated funds are available for this use in a given fiscal year.

All eligibility/program requirements are the same, regardless of which form of homeownership assistance the family chooses. The homeownership option, under HUD regulations, is limited to current housing choice voucher holders. NEWHS' homeownership program is currently limited to ten (10) Section 8 vouchers administered by NEWHS in any fiscal year, provided that however, as a reasonable accommodation, disabled families shall not be subject to the ten-(10) voucher limit.

Eligible applicants for the Section 8 Home Ownership Program must not owe NEWHS or any other Housing Authority an outstanding debt, and must be able to provide \$500.00 of the home purchase price from the family's personal resources, as a down payment and must meet the eligibility criteria set forth.

Section 8 homeownership assistance may be used to purchase a single housing unit from the following type of homes within NEWHS jurisdiction: new (must be under construction (with at least the footings poured) at the time the family enters into the contract of sale - and not at the time NEWHS determines the family is eligible for homeownership assistance to purchase the unit). or existing single-family, condominium, planned use developments, cooperatives, or a manufactured home to be situated on a privately owned lot.

In addition, housing where the family will not also own fee title to the real property on which the home is located is an eligible type of housing. However, the family must have the right to occupy the site for a period of at least forty (40) years.

NEWHS also will permit portability of Section 8 homeownership assistance to another jurisdiction, provided the receiving jurisdiction operates a Section 8 Homeownership Program for which the Section 8 homeownership applicant qualifies or authorizes NEWHS to administer the homeownership assistance in their jurisdiction.

II. FAMILY ELIGIBILITY REQUIREMENTS

Participation in the Section 8 Homeownership Program is voluntary. Each participant must meet the general requirements for admission to the Section 8 Housing Choice Voucher Program as set forth in NEWHS' Administrative Plan. Such Section 8 assisted family also must be "eligible" to participate in the Homeownership Program. The additional eligibility requirements for participation in NEWHS' Homeownership Program include that the family must: (A) be a first-time homeowner or have a member who is a person with disabilities; (B) with the exception of elderly and disabled households, meet a minimum income requirement without counting income from "welfare assistance" sources; (C) with the exception of elderly and disabled households, meet the requisite employment criteria; (D) have fully repaid any outstanding debt owed to NEWHS or any other Housing Authority; (E) not defaulted on a mortgage securing debt to purchase a home under the home ownership option; and (F) not have any member who has a present ownership interest in a residence at the commencement of home ownership assistance.

A. FIRST-TIME HOMEOWNER.

Each Section 8 assisted family, except families with a disabled member, must be a first-time homeowner. A "first-time homeowner" means that no member of the household has had an ownership interest in any residence during the three years preceding commencement of home ownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with a spouse (or resided in a home owned by a spouse) is considered a "first-time homeowner" for purposes of the Section 8 homeownership option; and the right to purchase title to a residence under a lease-purchase agreement is not considered an "ownership interest." A member of a cooperative (as defined in Sec. 982.4) also qualifies as a "first time homeowner".

B. MINIMUM INCOME REQUIREMENT.

1. Amount of Income.

Up to the time the family begins receiving homeownership assistance, the head/co-head of household, spouse, and/or other adult household members who will own the home, must have a gross annual income at least equal to the 50th percentile of the median area income. (See Section F for income requirements for families that qualify as elderly or disabled families).

2. Exclusion of Welfare Assistance Income

With the exception of elderly and disabled families, NEWHS will disregard any "welfare assistance" income in determining whether the family meets the minimum income requirement. Welfare assistance includes assistance from Temporary Assistance for Needy Families ("TANF"); Supplemental Security Income ("SSI")

that is subject to an income eligibility test; food stamps; general assistance; or other welfare assistance specified by HUD. The disregard of welfare assistance income under this section affects the determination of minimum monthly income in determining initial qualification for the homeownership program. It does not affect the determination of income-eligibility for admission to the Section 8 HCV Program, calculation of the family's total tenant payment, or calculation of the amount of home ownership assistance payments.

C. EMPLOYMENT HISTORY.

With the exception of disabled and elderly households, each family must demonstrate that one or more adult members of the family who will own the home at commencement of home ownership assistance is employed full-time (an average of 30 hours per week) and has been so continuously employed for one year prior to execution of the sales agreement. In order to reasonably accommodate a family's participation in the program, NEWHS will exempt families that include a person with disabilities from this requirement. NEWHS' Executive Director or her designee may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. The Executive Director may also consider successive employment during the one-year period and self-employment in a business.

D. REPAYMENT OF ANY HOUSING AUTHORITY DEBTS.

Participants in the Section 8 HCV Program shall be ineligible for participation in the Section 8 Homeownership Program in the event any debt or portion of a debt remains owed to NEWHS or any other Housing Authority. Nothing in this provision will preclude Section 8 participants that have fully repaid such debt(s) from participating in the Section 8 Homeownership Program.

E. ADDITIONAL ELIGIBILITY FACTORS.

1. Elderly and Disabled Households.

Elderly and disabled families are exempt from the employment requirements set forth in Section II (C) above. In the case of an elderly or disabled family, NEWHS will consider income from all sources, including welfare assistance for those adult members who will own the home, in evaluating whether the household meets the minimum income required to purchase a home through the Section 8 Homeownership Program.

The minimum income standard for disabled families will be equal to the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her Share of food and housing costs) multiplied by twelve, if the family is able to demonstrate that it has been pre-qualified or pre-approved for financing. The pre-qualified or pre-approved financing must meet all of NEWHS' established homeownership program requirements.

2. Independent Family Futures Program.

NEWHS' Homeownership Program gives a preference to eligible IFF participants over eligible non-IFF participants. Applicants for the Homeownership Program are encouraged to participate in the IFF Program. Families that qualify as elderly and/or disabled are also encouraged to participate, as IFF's services are tailored to the individual's self-sufficiency goals.

3. Down Payment.

At a minimum, the participant will be required to provide \$500 of the home purchase price as a down payment from the family's personal resources, (i.e. savings, IDA account or IFF Escrow).

4. Prior Mortgage Defaults.

If a head of household, spouse, or other adult household member who will execute the contract of sale, mortgage and loan documents, has previously defaulted on a mortgage obtained through the Section 8 Homeownership Program, the family will be ineligible to participate in the home ownership program.

III. FAMILY PARTICIPATION REQUIREMENTS

Once a family is determined to be eligible to participate in the program, it must comply with the following additional requirements: (A) complete a homeownership counseling program approved by NEWHS prior to commencement of homeownership assistance; (B) within a specified time, locate the home it proposes to purchase; (C) submit a sales agreement containing specific components to NEWHS for approval; (D) allow NEWHS to first inspect the proposed homeownership dwelling to assure that the dwelling meets appropriate housing quality standards; (E) then obtain an independent inspection covering major building systems; (F) obtain NEWHS approval of the proposed mortgage (which must comply with generally accepted mortgage underwriting requirements); and (G) enter into a written agreement with NEWHS to comply with all of its obligations under the Section 8 Program.

A. HOMEOWNERSHIP COUNSELING PROGRAM.

A family's participation in the Homeownership Program is conditioned on the family attending and successfully completing a homeownership and housing counseling program provided or approved by NEWHS prior to commencement of homeownership assistance. The homeownership counseling program will include but not be limited to home maintenance; budgeting and money management; credit counseling; negotiating purchase price; securing mortgage financing and how to identify predatory lending; finding a home and the advantages of purchasing and locating homes in areas that do not have a high concentration of low-income families; fair housing issues; and information on Real Estate Settlement Procedures.

The counseling agency providing the counseling program shall either be approved by HUD or the program shall be consistent with the homeownership counseling provided under HUD's Housing Counseling Program. To further support the family's homeownership, NEWHS may require families to participate in an NEWHS-approved homeownership-counseling program on a continuing basis, depending on any needs identified by NEWHS and/or the family.

B. LOCATING AND PURCHASING A HOME.

1. Locating a Home.

After completion of the pre-purchase Section 8 homeownership counseling, a family shall have sixty (60) days to locate a home to purchase. A home shall be considered located if the family submits a proposed sales agreement with the requisite components to NEWHS. For good cause, NEWHS may extend a Section 8 family's time to locate the home for additional thirty (30) day increments, up to 120 days. For a family with a member with a disability, a search period in excess of 120 days can be granted by NEWHS.

During a Section 8 participant's search for a home to purchase, their Section 8 rental assistance shall continue pursuant to the Administrative Plan, and the family must check in monthly with NEWHS Homeownership Coordinator and update h/her on the progress of the search. If a Section 8 participant family is unable to locate a home within the time approved by NEWHS, their Section 8 rental assistance through the Section 8 Housing Choice Voucher Program shall continue.

2. Portability.

The family may purchase a home outside NEWHS' jurisdiction provided it qualifies for portability and the receiving Housing Authority operates a Section 8 Homeownership Program for which the Section 8 homeownership applicant qualifies. The receiving Housing Authority may absorb the family into their Section 8 Homeownership Program or administer and bill NEWHS for the housing assistance payments. The receiving Housing Authority will arrange for any necessary counseling and its home ownership policies will apply to the portable family.

3. Type of Home.

See previous General Provisions.

4. Purchasing a Home.

Once a home is located and a sales agreement approved by NEWHS is signed by the family, the family shall have up to three (3) months, or such other time as is approved by NEWHS' Executive Director or set forth in NEWHS-approved sales agreement, to purchase the home.

5. Failure to Complete Purchase.

If a Section 8 participant is unable to purchase the home within the maximum time permitted by NEWHS, NEWHS shall continue the family's participation in the Section 8 Housing Choice Voucher Program. The family may not re-apply for the Section 8 Homeownership Program until they have completed an additional year of participation in the Section 8 Housing Choice Voucher Program following the initial determination of their eligibility for the home ownership option.

6. Lease-Purchase.

Families may enter into lease-purchase agreements while receiving Section 8 rental assistance. All requirements of the Housing Choice Voucher Program apply to lease-purchase agreements, except that families are permitted to pay an extra amount out-of-pocket to the owner for purchase related expenses-- a "home ownership premium." Any "homeownership premium," is defined as an increment of value attributable to the value of the lease-purchase right or agreement, and is excluded from NEWHS' rent reasonableness determination, subsidy calculation, and must be absorbed by the family.

When a lease-purchase participant family is ready to exercise their option, they must notify NEWHS and apply for the homeownership option. If determined eligible for homeownership assistance, the family may be admitted to the homeownership program and must meet all the requirements of these policies.

C. SALES AGREEMENT.

Prior to execution of the offer to purchase or sales agreement, the purchase price and financing terms must be provided by the family to NEWHS for approval. The sales agreement must provide for inspection by NEWHS and the independent inspection referred to in Section III (D) and must state that the purchaser is not obligated to purchase unless such inspections are satisfactory to NEWHS. The contract also must provide that the purchaser is not obligated to pay for any necessary repairs without approval by NEWHS. The sales agreement must provide that the purchaser is not obligated to purchase if the mortgage financing terms are not approved by LHA pursuant to Section III (F). The sales agreement must also contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation.

D. INDEPENDENT INITIAL INSPECTION CONDUCTED.

To assure the home complies with the housing quality standards of the Section 8 Program, home ownership assistance payments may not commence until NEWHS first inspects the home. An independent inspection of existing homes covering major building systems also must be completed by a professional selected by the family and approved by NEWHS. NEWHS will not pay for the independent inspection. The independent inspector may not be a housing authority employee

or contractor, or other person under the control of NEWHS.

The independent inspector shall be certified by the American Society of Home Inspectors or one whose inspections are accepted by three local lenders. It shall be the responsibility of the inspector to verify that the inspector meets this certification qualification. The independent inspection report must be provided to the purchaser and NEWHS. NEWHS may disapprove the unit due to information contained in the report or for failure to meet federal housing quality standards. If the home was constructed within 60 days of the Contract of Sale and has remained unoccupied during that time, the use and occupancy letter from the county Building and Planning Department can be substituted for the pre-purchase inspection.

E. FINANCING REQUIREMENTS.

The proposed financing terms must be submitted to and approved by NEWHS prior to close of escrow. NEWHS shall determine the affordability of the family's proposed financing, based upon mortgage underwriting standards as described below. In making such determination, NEWHS may take into account other family expenses, including but not limited to child care, unreimbursed medical expenses, education and training expenses and the like. Certain types of financing, including but not limited to, balloon payment mortgages, unless convertible to a variable rate mortgage, are prohibited and will not be approved by NEWHS.

Seller-financing mortgages shall be considered by NEWHS on a case by case basis. If a mortgage is not FHA-insured, NEWHS will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/ FHA, Ginnie Mae, Fannie Mae, Freddie Mac, USDA Rural Housing Services, the Federal Home Loan Bank, or other private lending institution.

F. COMPLIANCE WITH FAMILY OBLIGATIONS.

A family must agree, in writing, to comply with all family obligations under the Section 8 Program and NEWHS' homeownership policies. These obligations include (1) attending ongoing homeownership counseling, if required by NEWHS; (2) complying with the mortgage terms; (3) not selling or transferring the home to anyone other than a member of the assisted family who resides in the home while receiving home ownership assistance; (4) not refinancing or adding debt secured by the home without prior approval by NEWHS; (5) not obtaining a present ownership interest in another residence while receiving home ownership assistance; and (6) supplying all required information to NEWHS, including but not limited to annual verification of household income, notice of change in home ownership expenses, notice of move-out, and notice of mortgage default. NEWHS' Homeownership Family Obligation policies are set forth in Appendix A.

Upon death of a family member who hold, in whole or in part, title to the home or ownership of cooperative membership Shares for the home, home ownership assistance may continue pending settlement of the descendant's estate, notwithstanding transfer of title by operation of law to the descendant's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with Section III (E) above. In the case of divorce or family separation, the assistance shall follow what a court decrees.

G. COMPLIANCE LIEN.

Upon purchase of a home, the family must execute documentation as required by HUD and NEWHS, consistent with State and local law, securing NEWHS' entitlement to: (1) a first right of refusal to purchase the property in the event of a default; (2) the right to review and approve any refinance of existing indebtedness; (3) the right to review and approve additional indebtedness; and (4) the right to enforce other terms and conditions of the Agreement.

IV. AMOUNT OF ASSISTANCE

The amount of the monthly assistance payment will be based on three factors: the voucher Payment Standard for which the family is eligible; the monthly homeownership expense; and the family's household income. NEWHS will pay the lower of either the Payment Standard minus the total family contribution ("TFC") or the family's monthly homeownership expenses minus the TFC. The Section 8 assisted family will pay the difference.

A. DETERMINING THE PAYMENT STANDARD.

The voucher Payment Standard is the fixed amount NEWHS annually establishes as the "fair market" rent for a unit of a particular size located within each county of NEWHS jurisdiction. In the homeownership program, the initial payment standard will be the lower of either (1) the Payment Standard for which the family is eligible based on family size; or (2) the Payment Standard which is applicable to the size of the home the family decides to purchase. The Payment Standard for subsequent years will be based on the higher of: (1) the Payment Standard in effect at commencement of the homeownership assistance; or (2) the Payment Standard in effect at the most recent regular reexamination of the family's income and size. The initial payment standard, for purposes of this comparison, shall not be adjusted even if there is a subsequent decrease in family size. NEWHS will approve Payment Standard, up to 110% of the published Fair Market Rent limit, where warranted as a reasonable accommodation for a family that includes a person with disabilities. (Must be the same as the rental program). (Don't hem us in, Dianne says, by establishing a 50% income cap on the family's mortgage portion).

Determining the Monthly Homeownership Expense.

Monthly homeownership expense includes all of the following: principal and interest on the initial mortgage and any mortgage insurance premium (MIP) incurred to finance the purchase and any refinancing of such debt; real estate taxes and public assessments; homeowner's insurance; maintenance expenses per NEWHS allowance; costs of major repairs and replacements per NEWHS allowance (replacement reserves); utility allowance per NEWHS' s schedule of utility allowances; principal and interest on mortgage debt incurred to finance major repairs, replacements or improvements for the home including changes needed to make the home accessible; and homeowner association dues, fees or regular charges assessed, if any.

Homeownership expenses for a cooperative member may only include NEWHS approved amounts for the cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home; principal and interest on initial debt incurred to finance purchase of cooperative membership Shares and any refinancing of such debt; home insurance; the allowances for maintenance expenses, major repairs and replacements and utilities; and principal and interest on debt incurred to finance major repairs, replacements, or improvements, including changes needed to make the home accessible.

B. DETERMINING THE TOTAL FAMILY CONTRIBUTION.

The TFC is that portion of the home ownership expense that the family must pay. It is generally 30% percent of the family's adjusted income, plus any gap between the payment standard and the actual housing cost. All family income (including public assistance) will be counted to determine the family's adjusted monthly income for purposes of determining the amount of assistance.

C. PAYMENT TO FAMILY OR LENDER.

NEWHS will provide the lender with notice of the amount of the housing assistance payment prior to close of escrow and will pay NEWHS' contribution towards the family's homeowner expense directly to the lender, unless otherwise required by the lender. The family will be responsible to submit their portion of the mortgage payment to the lender.

V. TERMINATION OF SECTION 8 HOMEOWNERSHIP ASSISTANCE

A. GROUNDS FOR TERMINATION OF HOMEOWNERSHIP ASSISTANCE.

1. Failure to Comply with Family Obligations under Section 8 Program or NEWHS' Home Ownership Policies.

A family's homeownership assistance may be terminated if the family

fails to comply with its obligations under the Section 8 Program, NEWHS home ownership policies, or if the family defaults on the mortgage. If required, the family must attend and complete ongoing homeownership and housing counseling classes. The family must comply with the terms of any mortgage incurred to purchase and/or refinance the home.

The family must provide NEWHS with written notice of any sale or transfer of any interest in the home; any plan to move out of the home prior to the move; the family's household income and home ownership expenses on an annual basis; any notice of mortgage default received by the family; and any other notices which may be required pursuant to NEWHS homeownership policies. Except as otherwise provided in this Section, the family may not convey or transfer the home to any entity or person other than a member of the assisted family while receiving home ownership assistance.

2. Occupancy of Home.

Homeownership assistance will only be provided while the family resides in the home. If the family moves out of the home, NEWHS will not continue home ownership assistance commencing with the month after the family moves out. A family is permitted to move one time during any twelve month period of time. Neither the family nor the lender is obligated to reimburse NEWHS for home ownership assistance paid for the month the family moves out.

3. Changes in Income Eligibility.

A family's homeownership assistance may be changed in the month following annual reexamination of the household income, but participation in the Section 8 Homeownership Program shall continue until such time as the assistance payment amounts to \$0 for a period of six (6) consecutive months.

4. Maximum Term of Homeownership Assistance.

The limit on the length of time a family may receive homeownership assistance does not apply to disabled and elderly families. Nondisabled and nonelderly families may receive Section 8 homeownership assistance for not longer than ten

(10) years from the date of close of escrow unless the initial mortgage incurred to finance purchase of the home has a term that is 20 years or longer, in which case the maximum term is 15 years. For families who sell or purchase another home with continued homeownership assistance, the maximum term commences upon the date of the purchase of the first home. Families that qualify as elderly at the commencement of homeownership assistance are not subject to a maximum term limitation.

Families that qualify as disabled families at the commencement of homeownership assistance or at any time during the provision of homeownership assistance are not subject to a maximum term limitation.

If a disabled family or elderly family ceases to qualify as disabled or elderly, the appropriate maximum term becomes applicable from the date homeownership assistance commenced; provided, however, that such family shall be eligible for at least six additional months of homeownership assistance after the maximum term becomes applicable. The time limit applies to any member of the household who has an ownership interest in the unit during any time that homeownership payments are made, or is a spouse of any member of the household who has an ownership interest.

B. PROCEDURE FOR TERMINATION OF HOMEOWNERSHIP ASSISTANCE.

A participant in the Section 8 Homeownership Program shall be entitled to the same termination notice and informal hearing procedures as set forth in the Administrative Plan of NEWHS for the Section 8 Housing Choice Voucher Program.

VI. CONTINUED PARTICIPATION IN SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

A. DEFAULT ON FHA-INSURED MORTGAGE.

If the family defaults on an FHA-insured mortgage, NEWHS may permit the family to move with continued Section 8 housing choice voucher rental assistance if the family demonstrates that it has (a) conveyed title to the home to HUD or its designee, as required by HUD; and (b) moved from the home within the period established or approved by HUD. NEWHS will have first option to purchase the housing unit in the event of default.

B. DEFAULT ON NON-FHA INSURED MORTGAGE.

If the family defaults on a mortgage that is not FHA-insured, NEWHS may permit the family to move with continued Section 8 housing choice voucher rental assistance if the family demonstrates that it has (a) conveyed title to the home to the lender, to NEWHS or to its designee, as may be permitted or required by the lender; and (b) moved from the home within the period established or approved by the lender and/or NEWHS. NEWHS will have first option to purchase the housing unit in the event of default.

VII. NEWHS ADMINISTRATIVE FEE.

For each month that home ownership assistance is paid by NEWHS on behalf of the

family, LHA Shall be paid the ongoing administrative fee described in 24 CFR Sec. 982.152(b). For Down payment Assistance Grants the administrative fee is initially set at an amount equal to six months of NEWHS' on-going regular administrative fee described in 67 Fed. Reg. 64,484, (October 18, 2002).

VIII. WAIVER OR MODIFICATION OF HOMEOWNERSHIP POLICIES.

The Executive Director of NEWHS shall have the discretion to waive or modify any provision of the Section 8 Homeownership Program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives.

APPENDIX

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative fee: Fee paid by HUD to NEWHS for the administration of the program.

Administrative Plan: The plan that describes NEWHS policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under state and local law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of NEWHS.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

Annual Contributions Contract (ACC): The written contract between HUD and NEWHS under which HUD agrees to provide funding for a program under the 1937 Act, and NEWHS agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets

to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: See net family assets.

Asset Income: Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and NEWHS.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Common space: In Shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA that Shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Domicile: The legal residence of the household head or spouse as determined in accordance with state and local law.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

Displaced family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

Drug-related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Family whose income is between 0 and 30 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. HUD has set the one-person 30% of median income limit at least as high as the state SSI benefit level.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

Family Rent to Owner: In the voucher program, the portion of rent to owner paid by the family.

Family self-sufficiency program (FSS program): The program established by NEWHS to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by NEWHS under NEWHS' subsidy standards.

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 NEWHS, for interim reexaminations.

FMR/exception rent limit: The Housing Choice Voucher existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, NEWHS may adopt a payment standard (PS) up to the FMR/exception rent limit.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by NEWHS, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Housing Choice Voucher program.

Housing voucher: A document issued by NEWHS to a family selected for admission to the Voucher Program. This document describes the program and the procedures for NEWHS approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

Imputed income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial housing authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which NEWHS has authority under state and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and NEWHS.

Legal capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act]

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated Share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
- b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets:

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received 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 tenant receives important consideration not measurable in dollar terms.

Non-Citizen:A person who is neither a citizen nor national of the United States.

Notice of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy standards: The standards that NEWHS establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to NEWHS' program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by NEWHS for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, NEWHS sets a PS in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

- a. Has a disability as defined in Section 223 of the Social Security Act, "Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that: (1) is expected to be of long-continued and indefinite duration, (2) substantially impedes his or her ability to live independently, and (3) is of such a nature that such ability could be improved by more suitable housing conditions, or
- c. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:

- (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (2) is manifested before the person attains age 22;
- (3) is likely to continue indefinitely;
- (4) results in substantial functional limitation in three or more of the following areas of major life activity:
 - (a) self care,
 - (b) receptive and responsive language,
 - (c) learning,
 - (d) mobility,
 - (e) self-direction,
 - (f) capacity for independent living, and
 - (g) economic self-sufficiency; and
- (5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Housing Choice Voucher tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In Shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Housing Choice Voucher assistance whose HAP contracts are about to expire.

Prorating of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the

private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving housing authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for Shared use by the occupants of the unit and separate private space for each assisted family.

Shelter allowance: That portion of a welfare benefit (i.e., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on NEWHS waiting list, or admission without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, Shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

State Wage Information Collection Agency (SWICA): The state agency receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between

NEWHS and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a NEWHS to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined by NEWHS, from the time when the family submits a request for NEWHS approval to lease a unit, until the time when NEWHS approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income;
 - c. Minimum rent; or
 - d. 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.
- (2) 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.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by NEWHS or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance

payment exceeds the rent to owner. In the certificate program, if the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Verification:

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, and doctors).
- b. The three types of verification are:
 - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
 - (2) Documentation such as a copy of a birth certificate or bank statement
 - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937 Act]

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by NEWHS to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedure for NEWHS approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from NEWHS waiting list. [24 CFR 982.4]

Welfare assistance. Welfare or other payments to families or individuals based on need that is 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.

Welfare -to-Work (WTW) families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

Northeast Washington Housing Solutions Lease Agreement Guidelines

Every Resident will sign a lease agreement, the following addendum's, pay the security deposit and appropriate amount of rent owing for the month, prior to occupancy.

The Lease Addendums are as follows:

- Lease Agreement
- Move In/Out Condition Report
- Community Rules Addendum
- Pet/No Pet Addendum
- Garage or Outdoor Parking Addendum (if applicable)
- Vacating/Cleaning instructions and list of charges
- Smoke Detector Fire Safety Addendum
- Drug Free Housing Addendum
- Drug & Crime Free Policy
- Swimming Pool Addendum (if applicable)
- Washer/Dryer Addendum (if applicable)
- Cable Addendum (if applicable)
- Mold and Mildew Addendum
- Tenant on Tenant Harassment Addendum

A photo copy of the signed Lease and all Addendums will be provided to the resident. The original will be kept on file in the Community Supervisors office.

MAINTENANCE POLICY

The Property Management Division of Northeast Washington Housing Solutions (NEWHS) is responsible for managing the maintenance function in the most cost effective manner possible while maximizing the useful life of NEWHS' Real Estate Portfolio and providing the best service to the residents. The following policy statements are designed to establish the structure of an effective and efficient maintenance system.

1.0 COMPONENTS OF A MAINTENANCE SYSTEM

NEWHS maintenance system shall include certain components:

- A. A system of priorities for work requests;
- B. Comprehensive working procedures;
- C. Performance goals;
- D. A work order system;
- E. A skills training program; and
- F. A long-range planning system.

1.1 PRIORITY SYSTEM

The work priorities adopted by NEWHS exemplify its philosophy of delivering maintenance services. This priority system ensures that the most important maintenance work is done at a time it can be performed most cost-effectively. Minimizing vacancy loss is part of the cost-effectiveness calculation. The maintenance priorities of NEWHS are the following:

- A. Emergencies
- B. Scheduled Operations and Services
- C. Vacancy Preparation
- D. Resident On-Demand Requests

1.2 DEVELOP PROCEDURES

The Property Manager will ensure that there are sufficient clear procedures in place to allow staff to implement this maintenance policy statement. All procedures will include the following:

- A. A statement of purpose;

- B. The job title(s) of the staff member(s) responsible for carrying out the activities in the procedure;
- C. Any forms needed to carry out the activities; and
- D. The frequency of any specified activities.

After their adoption, maintenance procedures will be reviewed and updated at least annually.

1.3 DEVELOP PERFORMANCE STANDARDS AND GOALS

The Property Manager will establish measures that will allow the effectiveness of maintenance systems and activities to be evaluated. In establishing these standards NEWHS will take into consideration certain factors:

- A. Local housing codes;
- B. HUD Housing Quality Standards;
- C. Public Housing Assessment System (PHAS) standards;
- D. NEWHS' Collective bargaining agreements; and
- E. NEWHS' job descriptions.

Nothing in the documents listed above will prevent NEWHS from setting a standard that is higher than that contained in the documents.

1.4 WORK ORDER SYSTEM

NEWHS shall have a comprehensive work order system that includes all work request information: source of work, description of work, priority, cost to complete, days to complete, and hours to perform. This information is required for NEWHS to plan for the delivery of maintenance services as well as evaluate performance. To obtain the greatest effectiveness from the work order system, all work requests and activities performed by maintenance staff must be recorded on work orders.

Work orders will contain, at a minimum, the following information:

- A. Preprinted number
- B. Source of request (planned, inspection, resident, etc.)
- C. Priority assigned
- D. Location of work

- E. Date and time received
- F. Date and time assigned
- G. Worker(s) assigned
- H. Description of work requested
- I. Description of work performed
- J. Estimated and actual time to complete
- K. Materials used to complete work
- L. Resident charge

1.5 TRAINING

In order to allow its staff members to perform to the best of their abilities, NEWHS recognizes the importance of providing the staff with opportunities to refine technical skills, increase and expand craft skills, and learn new procedures. Each employee must participate in at least 16 hours of training annually.

The Property Manager is responsible for developing a training curriculum for the departmental staff and working with personnel department staff to identify the means of delivering the training.

1.6 LONG-RANGE PLANNING

NEWHS will put in place a long-range maintenance planning capability in order to ensure the most cost-effective use of NEWHS' resources and the maximum useful life of Authority properties.

The Property Manager assisted by the Facility Specialist will develop a property-specific long-range planning process that includes the following components:

- A. A property maintenance standard;
- B. An estimate of the work required to bring the property to the maintenance standard;
- C. An estimate of the work required to keep the property at the maintenance standard including routine and preventive maintenance workloads, vacant unit turn-around, inspection requirements and resident on-demand work;
- D. An estimate of the on-going cost of operating the property at the maintenance standard;
- E. A market analysis of the property to determine if there are any capital improvements needed to make the property more competitive;

- F. A cost estimate to provide the specified capital improvements; and
- G. A revised work plan and cost estimate of maintaining property at the improved standard.

2.0 MAINTAINING THE PROPERTY

All maintenance work performed at NEWHS' properties can be categorized by the source of the work. Each piece of work originates from a particular source -- an emergency, the routine maintenance schedule, the preventive maintenance schedule, a unit inspection, a unit turnover, or a resident request.

2.1 RESPONDING TO EMERGENCIES

Emergencies are the highest priority source of work. NEWHS will consider a work item to be an emergency if the following occur:

- A. The situation constitutes a serious threat to the life, safety or health of residents or staff; or
- B. The situation will cause serious damage to the property structure or systems if not repaired within twenty-four (24) hours.

If a staff member is unsure whether or not a situation is an emergency, he or she will consult with his or her supervisor. If a supervisor is not available, the employee will contact the Property Manager or the Director of Assets.

For emergencies that occur after regular working hours, NEWHS shall have a twenty-four (24) emergency response system in place. This response system includes the designation of a maintenance employee in charge for each day as well as a list of qualified pre-approved contractors, open purchase orders for obtaining required supplies or equipment, and access to Authority materials and supplies. The designated employee shall prepare a work order and report on any emergency within twenty-four hours after abatement of the emergency.

2.2 PREPARE VACANT UNITS FOR REOCCUPANCY - KEY CONTROL PROCEDURE

Overview

Strict adherence to the following Key Control Procedure will ensure that our organization is taking the necessary precautions to limit unauthorized access to all secured areas of each community. Properly organized and executed key control practice is an essential element required to provide “-affordable safe housing.” Although the Community Supervisor is ultimately responsible to ensure that appropriate key control procedure is being followed at his/her community, it is the personal responsibility of each team member to ensure that he/she is in compliance.

Procedure 1 – Assigned Staff Keys

Procedure Components

- All site staff will be provided with a copy of a standard set of keys, which will allow him/her access to the offices, community buildings and storage areas of the community.
- The assigned standard set of keys will be signed for by the employees.

The assigned standard set of keys is the only keys the employee is permitted to take off-site after their normal work day has ended. Any unapproved deviation from this procedure may result in disciplinary action.

Procedure 2 – Secured Storage of Community Keys

Procedure Components

- All keys to the units and remainder of the property must be stored in a secured key lock box.
- The lock box must be installed in a secured inconspicuous location that will be made accessible to all site staff at any given time.
- If the lock box is not operated using a digital opening system, then a copy of the key to the lock box will be incorporated into each employee’s standard set of keys.
- When not in use, the lock box will be closed and secured at all times.
- At no time will any key that is not a component of the employees standard key set, be stored in any location other than the secured lock box.

Procedure 3 – Key Identification Coding

Procedure Components

- At no time will any key in the lock box be identified using an apartment number or office/storage location description.
- All keys contained in the key lock box will be identified by utilizing a “key tag coding system”.
- The property manager will provide the appropriate key-tag coding system for each community.
- Each lock box will have a corresponding “code reference” book. The code reference book will be stored in a separate secured location that is readily accessible to all site staff team members.

Procedure 4 - Organization of keys

Procedure Components

- There is to be one “immobile” original key for every lock located within the entire community. The immobile key shall never be removed from the lock box except for duplication purposes.
- There is to be a second key copy for every lock located within the entire community. This mobile key will be used for purposes of gaining entry into units and secured areas of the community.
- There is to be a third set of keys stored in the lock box for vacant units. This set of keys will be issued to the new resident at the time of their move in.

Procedure 5 - Key Tracking

Procedure Components

- Whenever a team member removes or returns a mobile key from the key lock box is must be tracked.
- A key “check out” log will be stored in close proximity to the lock box. When logging a key # on the log sheet, the **key code** must be noted, **not** the corresponding apartment number.
- A team member will follow the same procedure in order to check out a mobile key to a vendor lust as they would to themselves. The following additional step must be taken;
 - The vendor will be issued a vendor identification badge. The identification badge will be checked in at the same time as the key is returned.

Procedure 6 - Access to Vacant Apartments

Procedure Components

- Immediately upon being vacated, the locks on vacant units will be changed.
- The first “turn task” to be completed will be to install a vacant locking device on the unit. The locking device will allow easier, yet secured access to the unit for staff members.
- Each member’s standard set of keys will have a universal key that opens the locking devices.
- It is the responsibility of the Community Supervisor to procure an appropriate number of knob-locking devices for the property.
- Any vendor performing contract work in a vacant apartment will be required to check out a key that will unlock the knob-locking device.

It is the policy of NEWHS to reoccupy vacant units as soon as possible. This policy allows NEWHS to maximize the income produced by its properties and operate attractive and safe properties.

The Property Manager is responsible for developing and implementing a system that ensures an average turn-around time of ten (10) calendar days. In order to do so, he or she must have a system that can perform the following tasks:

- A. Forecast unit preparation needs based on prior years’ experience;
- B. Estimate both the number of units to be prepared and the number of hours it will take to prepare them; and
- C. Control work assignments to ensure prompt completion.

The maintenance procedure for reoccupying vacant units relies on the prompt notification by residents of the planned vacancy, fast and accurate inspection of the unit, ready availability of workers and materials, and good communication with those responsible for leasing the unit.

The Property Manager has the responsibility to create special teams for vacancy turnaround or to hire contractors when that is required to maintain NEWHS’ goals.

2.3 ***PREVENTIVE MAINTENANCE PROGRAM***

Preventive Maintenance Program is part of the planned or scheduled maintenance program of NEWHS. The purpose of the scheduled maintenance program is to allow NEWHS to anticipate maintenance requirements and make sure NEWHS can address them in the most cost-effective manner. The preventive maintenance program focuses on the major systems that keep the properties operating. These systems include heating and air conditioning, electrical, life safety and plumbing.

A. General Operating Systems

The heart of any preventive maintenance program is a schedule that calls for the regular servicing of all systems. The development of this schedule begins with the identification of each system or item that must be checked and serviced, the date it must be serviced, and the individual responsible for the work. The servicing intervals and tasks for each system must be included in the schedule. The completion of all required tasks is considered a high priority for NEWHS.

The systems covered by the preventive maintenance program include but are not limited to:

1. Compactors
2. Condensate pumps
3. Elevator equipment
4. Emergency lighting
5. Exhaust fans
6. Exterior lights
7. Fire extinguishers and other life safety systems
8. Swimming Pools
9. Mechanical equipment and vehicles
10. Sanitary drains
11. Air Conditioning equipment
12. Domestic water

A specific program will be developed for each system. This program shall include a list of the scheduled service maintenance for each system and the frequency and interval at which that service must be performed. The equipment and materials required to perform the service will

be listed as well so that they will be on hand when needed. An assessment of the skills or licensing needed to perform the tasks will also be made to determine if an outside contractor must be used to perform the work. The preventive maintenance schedule must be updated each time a system is added, updated, or replaced.

B. Vehicle/Equipment Maintenance

NEWHS will protect the investment it has made in vehicles and other motorized equipment by putting in place a comprehensive maintenance program. The vehicles and equipment to be covered include:

1. Trucks and Vans
2. Snow blowers
3. Leaf blowers
4. Weed cutters
5. Lawn mowers
6. Chain saws

The Property Manager is responsible for the development of this plan which shall contain components for minimal routine service as well as servicing for seasonal use. Serviceable components for each vehicle or piece of motorized equipment will be listed in the plan along with the type and frequency of service required.

The Property Manager shall also maintain a system to ensure that any employee that operates a vehicle or piece of motorized equipment has the required license or certification.

C. Life Safety Systems

NEWHS shall have a comprehensive program for maintenance of life safety systems to ensure that they will be fully functional in the case of an emergency. The Property Manager shall be responsible for the development and implementation of a schedule that includes the inspection, servicing and testing of this equipment. The equipment to be included in the plan includes the following:

1. Fire alarms and fire alarm systems
2. Fire extinguishers
3. Fire hoses
4. Emergency lighting

5. Smoke detectors
6. Sprinkler systems

The plan will include the required testing and servicing as required by manufacturer's recommendations. It will also include a determination of the most reliable and cost effective way to perform the work including the decision to hire a contractor.

2.4 INSPECTION PROGRAM

NEWHS' goals of efficiency and cost-effectiveness are achieved through a carefully designed and rigorously implemented inspection program. This program calls for the inspection of all Real Estate Portfolios of NEWHS including the dwelling units, the grounds, and major service systems.

A. Dwelling Unit Inspections

The unit inspection system of NEWHS has two primary goals:

1. To assure that all dwelling units comply with standards set by HUD and local codes; and
2. To assure that the staff of NEWHS knows at all times the condition of each unit for which it is responsible.

The achievement of these goals may require more than the annual required inspection. The Property Manager is responsible for developing a unit inspection program that schedules inspections at the frequency required.

For all non-emergency inspections, the Resident shall be given at least two (2) days written notice of the inspection.

The maintenance staff shall perform the unit inspection program of NEWHS. During each inspection, the staff shall perform specified preventive and routine maintenance tasks. Any other work items noted at the time of the inspection will be documented on NEWHS inspection form. All uncompleted work items shall be converted to a work order within twenty-four hours of the completion of the inspection or included in the maintenance plan as determined by the Property Manager. The maintenance staff shall endeavor to complete all inspection-generated work items within 30 days of the inspection

All maintenance staff is responsible for monitoring the condition of dwelling units. Whenever a maintenance staff member enters a dwelling unit for any purpose, such as completing a resident request for service or accompanying a contractor, he or she shall record on an inspection form any required work he or she sees while in the apartment. These work items shall also be converted to a service request within twenty-four hours of discovery or included in the appropriate maintenance plan a determined by the Property Manager.

B. Grounds Inspections

Regular inspections of the property grounds and building exteriors are required to maintain the curb appeal of the property. This curb appeal is required to maintain the attractiveness of the property for both current and prospective residents. The inspection procedure will specify the desired condition of the areas to be inspected. This defined condition will include any regulatory or locally required standards. The existence of these standards shall not prevent the Housing Authority from setting a higher standard that will make the property more competitive in the local market.

Grounds inspections must cover these areas:

1. Grounds
2. Porches or patios
3. Parking lots
4. Sidewalks and fences
5. Lawns, shrubs and trees

An inspection form will be developed to support the grounds inspections. The staff member responsible for the inspection shall note all deficiencies on the form and provide the resident and the Property Manager with a copy of the inspection form. The Community Supervisor is responsible to perform all necessary follow-up actions.

Nothing in this policy shall prevent any NEWHS staff member from reporting any needed work that they see in the regular course of their daily activities. Such work items shall be reported to the Property manager.

C. Systems Inspections

The regular inspection of all major systems is fundamental to a sound maintenance program. The major systems inspection program overlaps with the preventive maintenance program in some areas. To the extent that inspections, in addition to those required for scheduled service intervals, are needed, they will be a part of the inspection schedule. Any work items identified during an inspection shall be converted to a work order within twenty-four hours and completed within thirty (30) days or included in the appropriate maintenance plan as determined by the Property Manager.

2.5 ***RESIDENT ON-DEMAND SERVICE***

This category of work refers to all resident generated work requests that fall into no other category. These are non-emergency calls made by residents seeking maintenance service. These requests for service cannot be planned in advance or responded to before the resident calls.

It is the policy of NEWHS to complete these work requests within seven (7) days. However, unless the request is an emergency or entails work that compromises the habitability of the unit, these requests will not be given a priority above scheduled routine and preventive maintenance. By following this procedure, NEWHS believes it can achieve both good resident service and a maintenance system that completes the most important work first and in the most cost effective manner.

3.0 CONTRACTING FOR SERVICES

NEWHS will contract for maintenance services when it is in the best interests of NEWHS to do so. When the employees of NEWHS have the time and skills to perform the work at hand, they will be the first choice to perform a given task. When the employees of NEWHS have the skills to do the work required, but there is more work than there is time available to complete it, NEWHS will determine whether it is more cost effective to use a contractor to complete the work. If NEWHS staff does not have the skills to complete the work, a contractor will be chosen. In the last instance, NEWHS will decide whether it will be cost effective to train a staff member to complete the work.

Once the decision has been made to hire a contractor, the process set out in NEWHS' Procurement Procedures will be used. These procedures vary depending on the expected dollar amount of the contract and the funding mechanism.

NORTHEAST WASHINGTON HOUSING SOLUTIONS OUTDOOR SWIMMING POOL ADDENDUM

- 1) The Pool Hours will as follows:
Summer from 10:00 a.m. to 9:00 p.m.
- 2) To insure the safety of all residents, please make sure the gate is closed at all times.
- 3) There is NO Lifeguard on duty. All persons using the pool do so at their own risk.
- 4) Persons, 12 years of age and under must be accompanied by a responsible resident 18 years or over, per Washington State Law. According to Washington State Law, residents 13-17 years of age are required to swim with another person. We strongly urge all persons to practice the buddy system.
- 5) Guests must be accompanied by a resident, and only two(2) guests per apartment.
- 6) A cleansing shower must be taken before swimming. Tanning oils and lotions must be washed off before swimming.
- 7) No persons with communicable diseases or any open or bandaged wounds are allowed in the pool.
- 8) No one under the influence of alcohol or drugs may use the pool. No use of alcoholic beverages or smoking will be allowed in or around the pool area.
- 9) For your safety, do not bring glass into the pool area. Food must be kept in the designated areas.
- 10) Please remove all hairpins and coins or other small objects from pockets before entering the pool, as these can ruin the equipment.
- 11) No running or rough behavior in or around the pool.
- 12) No diving will be allowed.
- 13) Proper bathing attire is required.
- 14) No cloth, disposable diapers, or adult protective under garment will be allowed to be worn while in the pool. Incontinence garments specifically designed for swimming will be allowed.
- 15) No radios or CD players are allowed unless used with earphones.
- 16) Small or metal toys and rocks are not allowed in the pool.
- 17) Please respect others - minimize splashing.
- 18) Pets are NOT allowed in the pool area.
- 19) Management reserves the right to deny the use of the pool to anyone at any time.
- 20) Management may close the pool at anytime with or without notice.
- 21) Each person will be responsible to remove his/her personal belongings from the pool area.

A 911 direct-dial telephone is located in a red box mounted near the pool area. This is a life saving device only, and is not set up for personal phone use. Once the receiver is picked up, the phone will automatically dial to a 911 operator.

Thank you for your help in making our pool a safe and fun place for everyone to enjoy.

Resident: _____

Date: _____

Resident: _____

Date: _____

Landlord: _____

Date: _____

NORTHEAST WASHINGTON HOUSING SOLUTIONS PROPERTY MANAGEMENT PET POLICY

EXCLUSIONS

- This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in public housing facilities with no restrictions other than those imposed on all residents to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

PETS IN OWNED/MANAGED PROPERTIES

- Definition: For the purpose of these pet rules, “pet” is defined as a domesticated small animal traditionally kept in the home for pleasure rather than for utility or commercial purposes. Pet is understood to be limited to dogs, litter box-trained cats, birds (specifically parakeets, canaries, or finches), hamsters and fish. These rules, in compliance with federal regulations, distinguish cats and dogs from other pets as “fur bearing” animals. Except where otherwise indicated, these rules apply principally to dogs and cats.
- Northeast Washington Housing Solutions (NEWHS) will allow for pet ownership in all its residential real estate.

APPROVAL

- Residents must have the prior written approval of NEWHS before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before NEWHS will approve the request. The following information must be submitted with the request:
 1. Information sufficient to identify the pet and demonstrate that it is a common household pet.
 2. A completed “Authorization for Pet Ownership Form” which includes a signed statement of responsibility and the name address and phone number of two responsible parties who are willing to pick up and care for the pet if the pet owner is absent or otherwise unable to care for the pet.
 3. A current license issued by the appropriate authority, if applicable.
 4. A certificate signed by a licensed veterinarian or a state or local authority empowered to inoculate animals stating that the pet has received current rabies and distemper inoculations or boosters, as applicable.
 5. Evidence that the pet has been spayed or neutered, as applicable.
 6. Evidence of a flea and tick control program acceptable to management. Thereafter, the owner of a fur-bearing pet shall be required to have the dwelling sprayed for fleas by an accredited exterminator in the event of the presence of fleas.

TYPES AND NUMBER OF PETS

- An approved Pet Permit must be issued to the Resident prior to housing a pet on the premises. Management may refuse to register a pet if the pet is not a common household pet, if the keeping of the pet will constitute a serious threat to the health of another Resident of the property; if the pet owner fails to provide complete pet registration information or fails to annually update the pet registration. If management refuses to register a pet, the pet owner shall be notified in writing of the decision and the basis for it.
- Dogs and cats are required to be “house broken”.
- NEWHS will allow only domesticated dogs, cats, birds, hamsters, and fish in aquariums in units. All dogs and cats must be neutered and spayed. All animals must be indoor pets only. All birds and hamsters must be kept in cages.
- Only one (1) fur bearing pet per unit is allowed, or
- A maximum of two (2) birds OR two (2) hamsters per unit allowed.
- Only one (1) 20 gallon aquarium per unit is allowed.
- Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.
- No animal may exceed thirty (30) pounds in adult weight.

PET DEPOSIT AND FEES

Pet deposit and fees are \$200.00 total.

- A \$150.00 of the deposit is refundable when the family/individual vacates the unit, less any amounts owed due to damage beyond the normal wear and tear.
- A pet deposit can be paid in payments of \$50.00 when the application is submitted, with the balance due at the rate of \$10.00 per month until paid in full or \$150.00 at the time the application is submitted.
- A one time, non-refundable, pet fee of \$50.00 is required and is applied to administration costs.
- Note: Should the cost of correcting pet-caused damages exceed the deposit amount, such additional cost must be paid by the Resident.

FINANCIAL OBLIGATION OF RESIDENTS

- Any Resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet

owner's unit will be the financial responsibility of the pet owner and Spokane Housing Authority reserves the right to exterminate and charge the Resident.

NUISANCE OR THREAT TO HEALTH OR SAFETY

- The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.
- Residents shall not permit their pets to disturb, interfere, or diminish the peaceful enjoyment of other Residents. The terms "disturb, interfere, and diminish" shall include but not be limited to barking, howling, chirping, biting, scratching, and other like activities. If complaints of disturbances are received by NEWHS, a notice of rule violation shall be issued to the in writing and shall (1) contain a brief statement of the pet rule or rules alleged to be violated and a factual basis to support such allegation; (2) state that the pet owner has 10 days for the effective date of service of the notice to correct the violation (including in appropriate circumstances such as biting, removed of the pet) or to make a written request for a meeting to discuss the violation; (3) state that the pet owner's failure to correct the violation to request a meeting, or to appear at a requested meeting may result in initiation of procedures to have the pet removed or terminate the pet owner's tenancy or both.

DESIGNATION OF PET AREAS

- If the owner takes the pet outside the owner's apartment/house/fenced yard, the pet must be on a leash at all times. No outdoor cages/pens/dog-runs may be constructed in yards. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

VISITING PETS

- No "visiting pets" are allowed.

REMOVAL OF PETS

- NEWHS, or an appropriate community authority, shall require the removal of any pet from a property if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the development or of other persons in the community where the development is located.
- In the event of illness or death of the pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, NEWHS has permission to call the emergency caregiver designated by the Resident or the local Pet Law Enforcement Agency to take the pet and care for it until the family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

MISCELLANEOUS RULES

- Pet may not be left unattended in a dwelling unit for over 12 hours. If the pet is left unattended and no arrangements have been made for its care, NEWHS will have the right to enter the premises and take the uncared-for pet to be boarded at a local animal care facility at the total expense of the Resident.
- Pet bedding shall not be washed in any common laundry facilities.
- All dogs and cats must wear a tag bearing the Resident's name and phone number and the date of the latest rabies inoculation. In addition, all dogs and cats must wear appropriate local animal license and all tags must be current.
- Pets cannot be kept, bred, or used for any commercial purpose.
- Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner. Residents are required to change the litter at least twice a week and separate the pet waste from the litter once each day. Litter and waste shall be put in plastic bags, securely sealed, and placed in specified trash receptacles. Residents may not flush litter box contents down the toilet or use garbage chutes. The dwelling unit must be kept clean and free of pet odors, feces, urine, waste, and litter.
- A pet owner shall physically control or confine his/her pet during times when NEWHS employees, agents of NEWHS or others must enter the pet owner's premises to conduct business, provide services, enforce lease terms, etc.
- If a pet causes harm to any person, the pet owner's shall be required to permanently remove the pet from NEWHS' property within 24 hours of written notice from NEWHS. The pet owner may also be subject to termination of his/her dwelling lease. If NEWHS is unable to contact the pet owner, management may contact the appropriate State or local authority to have the pet immediately removed from the property.
- In the event of the death of a pet, the Resident shall properly and immediately removed and dispose of the remains. The remains shall not be placed in any container inside the property or in a container on property grounds.
- The pet owner must supply management with the names of at least two persons who will be willing to assume immediate responsibility for the pet in case of an emergency (i.e. when the pet owner is absent or unable to adequately maintain the pet). Written verification of the willingness of these persons to assume alternate caretaker responsibility is required. It is the responsibility of the pet owner to inform management of any change in the names, addresses, or phone numbers of persons designated as alternate caretakers. Any expenses related to alternate caretakers are

the responsibility of the pet owner. In cases of emergency, when NEWHS is unable to reach the alternate caretakers, the pet owner agrees to allow management to place the pet in an appropriate boarding facility with all fees and costs borne by the pet owner. Within five days of such emergency, the Resident, his agent, family, or estate must make arrangements with the holder of said pet as to its disposition and shall be responsible for all obligations, financial and otherwise, in such disposition. The pet owner absolves management and/or its agents of any or all liability, financial or otherwise, of actions taken on behalf of the pet owner or the well-being of the pet.

- Residents shall not alter their unit or patio area in order to create an enclosure for any pet without prior written permission of management. Residents in high-rise buildings with pets small enough to get through balcony enclosures must provide a form of safety screening to be approved by management.

POLICY EXPLANATION

- This Pet Policy will be reviewed with each new Resident at the time of move-in to ensure that all Resident households understand the conditions under which they may have pets while residing in the unit.

All Residents will be governed by such additional Community Rule Addendum's, as management may deem necessary to the best interests of all concerned. The addition of such rules as well as those contained herein has the same effect as the lease.

Resident Signature and Date

Resident Signature and Date

Landlord Signature and Date

NOTICE OF RIGHT TO REASONABLE ACCOMMODATION

(Confidential Information. This information will not be disclosed or released, except as permitted by law.)

If you have a disability and you need:

- A change in the rules or policies or how Northeast Washington Housing Solutions does things that would make it easier for you to receive rental assistance and live or use our facilities, or take part in our programs or services on site;
- A repair or change in your apartment or special type of apartment that would make it easier for you to live in NEWHS housing and use the facilities or take part in the programs on site;
- A repair or change to some other part of the housing site that would make it easier for you to live here and use the facilities or take part in the programs on site;
- Permission to make some changes in your apartment or living unit which would make it easier for you to live in NEWHS housing; or
- A change in the way we communicate with you or give you information (for example: appropriate auxiliary aids, Telecommunications Devices for the Deaf/TDD, qualified sign language interpreters for persons with speech or hearing impairments, alternative format for vision impairment and interpreters to those with limited English proficiency).

You can ask for this change, which is called a "REASONABLE ACCOMMODATION".

If you can show that you have a disability;

and your request is reasonable;

and it is not too expensive;

and if it is not too difficult to arrange, NEWHS will make the changes you

request. We will make a decision as soon as possible, at least within thirty (30) days, unless you agree to an extension. We will let you know if we need more information or verification from you or if we would like to discuss other ways of meeting your needs. If we turn down your request, we will explain the reasons in writing. You will have the opportunity to give us additional information if you think that will help.

If you need help in completing a **REASONABLE ACCOMMODATION REQUEST FORM**, or if you want to give NEWHS your request in some other way, we will help you.

You may get a **REASONABLE ACCOMMODATION REQUEST FORM** at any office of Northeast Washington Housing Solutions, or from any staff administering NEWHS programs in Stevens, Pend Oreille and Whitman Counties.

For Denial of Assistance, Lease Violation, Eviction, or Program Termination:

If this problem is as a result of a disability, you have the right to a reasonable accommodation if such reasonable accommodation would enable you to meet the terms of the lease or the conditions of the program. If you think that such a change is likely to correct the problem, you can submit a **Request for Consideration of Mitigating Circumstances** or ask for an appointment with NEWHS Section 504 Compliance Officer. If you make such a request, you will need to present some evidence that the problem was caused by the disability and that the reasonable accommodation plan is likely to work. If the plan involves someone else, you need evidence that they will provide the assistance.

NOTICE OF RIGHT TO REASONABLE ACCOMMODATION

(Confidential Information. This information will not be disclosed or released, except as permitted by law.)

Name: _____

Address: _____

1. The following member(s) of my household has a disability:

2. Please provide the following change or changes so that the person listed above can receive housing services or live in the above-referenced housing as easily or successfully as the other residents. Indicate below the kind of change(s) you need.
 - _____ A change in my home/apartment or other part of the housing complex. Please tell us what you need. Attach another sheet, if necessary.
 - _____ A change in the following rule or the way you do things. (I understand that I may ask for changes in how I meet the terms of the lease, but that everyone must continue to meet the terms of the lease.) Please tell us what you need. Attach an extra sheet, if necessary.

3. I need this reasonable accommodation because:

4. You may verify my/our need for this request by contacting:

Name: _____ Phone: _____

Address: _____

5. If you asked for a change to your apartment or to the housing complex, please use this space to list any company or organization that might help us locate or build anything special that you need. (if you don't know of any, we will try to get this information ourselves.)

I give Northeast Washington Housing Solutions permission to contact the above individual for purposes of verifying that a family member need(s) or I the reasonable accommodation.

Signature: _____

Date: _____ **Phone or TDD:** _____

SAFETY AND CRIME PREVENTION

Northeast Washington Housing Solutions is dedicated to providing secure, safe housing and aggressively will take measures to prevent crime in and around our communities

1.0 OVERVIEW/BACKGROUND

This plan is applicable to our entire portfolio of properties and is in accordance with the Quality Housing and Work Responsibilities Act of 1998 and incorporates the following requirements:

- A. Safety Measures on a multi-family development and on a scattered site basis to ensure the safety of the residents living in housing owned and/or operated by Northeast Washington Housing Solutions (NEWHS).
- B. NEWHS Safety and Crime Prevention Plan was established in consultation with the Spokane Police Department, **the Spokane County Sheriff, and the Spokane Valley, Washington Police Department.** Attached as a part of this Plan are statements by the various jurisdictions indicating that they have participated in the development of this Plan and stating that they concur in the objectives of this Plan and further stating that they will participate with NEWHS in implementing the various elements of the Plan.
- C. NEWHS Safety and Crime Prevention Plan describes measures to ensure the safety of Public Housing residents **and residents in all of our communities** and for crime prevention measures. This Plan describes activities in effect, planned, or contemplated by NEWHS. This Plan describes the coordination planned (or) undertaken between NEWHS and the Spokane Police Department , **the Spokane County Sheriff, and the Spokane Valley, Washington Police Department** for carrying out the objectives of this Plan.

NEWHS is located in Spokane, a moderate size community in Spokane County in the northeastern section of Washington State.

NEWHS owns and operates one Public Housing development and 75 scattered Public Housing sites totaling 125 units. **NEWHS also owns the following communities: Cedar West Apartments, Court View Apartments, Heritage Heights, Westfall Village Apartments, Hifumi En Apartments, Sharon Lord Apartments, Valley 206 Apartments, McDonald Manor Apartments, and Woodhaven Apartments.** NEWHS also manages the **Phoenix Apartments for Spokane County.** These properties are scattered throughout the City of Spokane, the City of Spokane Valley, and unincorporated Spokane County.

Public Housing Units

<u>Name of Development</u>	<u>Project Number</u>	<u>OBR</u>	<u>1BR</u>	<u>2BR</u>	<u>3BR</u>	<u>4BR</u>	<u>TOTAL</u>
Parsons	LRPH-1		46	4			50
Scattered Sites	LRPH-2				26	4	30
Scattered Sites	LRPH-4				9	1	10
Scattered Sites	LRPH-6				18	3	21
Scattered Sites	LRPH-7			2	5		7
Scattered Sites	LRPH-8			2	5		7
<u>TOTAL</u>							<u>125</u>

2.0 SAFETY AND CRIME PREVENTION NEEDS OF OUR DEVELOPMENTS

Drug-related crime in the area of our Public Housing and other properties is consistent with other areas of the various jurisdictions in which they are located. NEWHS' developments are provided the same level or better, of public security and protection as the surrounding neighborhoods and the community at large.

All NEWHS communities participate in the "Crime-Free Multi-Housing Program." All Property Managers, Community Supervisors and senior staff have received the "Crime-free" training. This combines elements of CPTED with management activities that can reduce or eliminate criminal activities in our communities. .

Past efforts of NEWHS in partnership with local law enforcement, the residents, local business and community groups have had a major impact in the neighborhood of our Parsons Public Housing Community in downtown Spokane.

Those efforts include:

- "Project R.O.A.R." (Reclaim Our Area Residences) drug elimination strategy
- Washington State University study of environmental factors which influence project-area drug activity
- "Seed Weed and Seed" project to strengthen surrounding neighborhoods before weeding project neighborhood of drugs
- "COPS Shops" Community Oriented Policing Services Stations (one located in Parsons Project) and bicycle patrol downtown
- Security Design Analysis resulted in enhanced security including alarm systems, secure building, increase exterior lighting, hall camera monitored by Manager, exterior cameras monitored by "COPS Shop", gated alleys and rear entrance, block watch, removed parking meters in two block radius
- Started monthly newsletter published by tenants

- Training for residents and staff in drug awareness and fair housing, gang awareness, self esteem, family violence, including educational materials as community resource (**Crime-Free Multi-housing**).
- For scattered site **Public Housing** homes: front and rear motion detector lighting, dead bolts and peep holes as well as educational materials
- All applicants are pre-screened for criminal history

This was all accomplished with tremendous support from the residents, community, city government, the police department, Washington State University, the media, HUD and local business. PHDEP grant funds and other sources have been used in the past to achieve initiatives that can be sustained over many years.

At all NEWHS owned communities a variety of activities have been undertaken to promote the safety and security of our residents.

They include:

- **An annual planned community activity for the National Night-Out Against Crime**
- **All landscaping trimmed to meet Crime Free Multi-Housing standards for CPTED**
- **Peepholes and deadbolt locks in doors**
- **Improved key control systems**
- **Providing a rent free apartment for the Trentwood SCOPE (Sheriff's Community Oriented Policing Effort analogous to the COPS program for community oriented policing)**
- **Cooperating with other SCOPE and COPS organizations in specific neighborhoods**
- **Annual Fire drills at all communities**
- **All applicants are pre-screened for criminal history**
- **Training for staff in drug awareness and fair housing, gang awareness, self esteem, family violence, including educational materials as community resource (Crime-Free Multi-housing).**

NEWHS maintains basic records documenting the nature and extent of security and crime problems that occur within the Public Housing **and other owned communities**. These records are made a part of the residents' files as appropriate. Incidences occurring in public spaces and common areas are reported to the appropriate law-enforcement agency for their action. These agencies advise NEWHS when illegal activities involve residents. Police records involving NEWHS' residents are made available upon request. The various Departments have expressed their support to cooperate and partner with NEWHS on strategies for ensuring the continued safety and security of residents and preventing drug/crime activity from occurring in and around NEWHS' properties.

3.0 GOALS AND OBJECTIVES

NEWHS' Safety and Crime Prevention Plan objectives are to do the following:

- A. Deliver quality customer services and to encourage partnerships with residents (resident organizations) and the local community, including non-PHA service providers that help improve management operations of NEWHS.
- B. Encourage programs that promote individual responsibility, self-improvement and community involvement among residents.
- C. Assist residents to achieve economic uplift and develop self-sufficiency.
- D. **In neighborhoods where NEWHS owns or operates communities, be a positive influence towards crime prevention**

4.0 CURRENT SAFETY AND CRIME PREVENTION ACTIVITIES

NEWHS is currently involved in the following safety and crime prevention activities:

- A. Tracking crime and crime-related problems and reporting incidents of criminal activity to the appropriate law enforcement agency.
- B. Maintaining a system for cooperating with the Spokane Police Department, the Spokane County Sheriff's Department and the City of Spokane Valley, in tracking crime and crime-related problems.
- C. Sustaining initiatives outlined in Section Two above and strive to added participation by families receiving Section 8 assistance.
- D. Adopting and implementing procedures that screen out and deny admission to specific applicants with criminal and/or drug related histories. Admission is denied to applicants who:
 - 1. Have a recent history of criminal activity involving crimes to persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents or NEWHS staff.
 - 2. Were evicted, because of drug-related criminal activity for a minimum of a three-year period beginning on the date of such eviction, unless the applicant has successfully completed, since the eviction, a rehabilitation program approved by NEWHS.
 - 3. NEWHS has reasonable cause to believe is illegally using a controlled substance.

4. NEWHS has reasonable cause to believe abuses alcohol in a way that causes behavior that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Authority staff.
 5. Has a lifetime registration under a State sex offender registration program.
- E. Adopting and implementing lease enforcement policies and procedures that include eviction of any resident and/or family members or other occupants of the leaseholder's household who:
1. Engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or NEWHS staff.
 2. Engages in drug-related criminal activity.
 3. Abuses alcohol in a way that causes behavior that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Authority staff.

Public Housing Drug Elimination Program is no longer in existence

Letter from law enforcement agencies attached.

NORTHEAST WASHINGTON HOUSING SOLUTIONS

PROPERTY MANAGEMENT SCHEDULE OF CHARGES FOR CLEANING, REPAIR, AND REPLACEMENT

March 22, 2005

The following cleaning, repair, and replacement cost are estimates only. These estimates include materials and labor. Actual cost may be higher or lower than projected depending on each individual situation. All charges will be based on actual time and materials expended. Reimbursement estimates may be periodically adjusted up to 4% to reflect changes in the economy as necessary.

Maintenance labor is charged at \$21.30 an hour

Cleaning		
Kitchen:		
Range, Oven, Range Hood And Fan		\$60.00
Refrigerator		\$21.30
Dishwasher		\$17.50
Sink And Countertop		\$ 9.25
Cabinets		\$54.00
Floors		\$19.00
Bathroom:		
		\$45.00
General Cleaning:		
Vacuum Carpets		\$25.00
Shampoo Carpets		(Actual Cost)
Walls	(Each)	\$15.00
Fireplace/Chimney		\$45.00
Light Fixtures	(Each)	\$ 5.00
Windows	(Inside / Outside Each)	\$ 9.00
Blinds:	(Each)	\$ 9.25
Baseboard Heaters	(Each)	\$ 5.00
Ceiling Fans		\$15.00
Garage:		
Sweeping		\$ 8.25
Degreasing Floor		\$23.50
Keys:		
Additional Keys		\$ 6.00
Re-Key Cylinder		\$30.00
Lock Replacement		\$55.00

Exterior:		
	Degreasing Driveway	\$23.50
	Sidewalk	\$ 8.25
	Driveway	\$ 8.25
	Patio And Decks	\$ 8.25
Yard:		
	(Cleaning Per Hour)	\$21.30
	(Mowing)	\$25.00
	(Raking Per Hour)	\$21.30
Hauling Trash: (Per Hour Plus Disposal Fee)		
Interior Repairs / Replacements		
	Painting-Pro-Rated Over 5 Years	\$ 0.45 / Sq.Ft.
	Patching Nail Holes	\$ 0.12 / Each
	Patching Small Holes (Up To 4"Dia)	\$30.00
	Patching Large Holes (Over 4"Dia)	\$45.00
	Replace Exterior Doors (Including Jambs & Casings)	\$200.00
	Replace Interior Doors	\$70.00
	Replace Closet Doors	\$65.00
	Replace Closet door track	\$45.00
	Replace Closet Door Rollers	\$21.50
	Replace Closet Door Off Track	\$16.50
Repair / Replace Cabinets		
	Repair Drawers	\$21.30 / Hr
	Repair Doors	\$21.30 / Hr
	Replace Drawers (Each)	\$54.00
	Replace Hinges (Each)	\$ 7.60
	Replace Drawer Track (Each)	\$16.25
	Replace Broken Window	(Actual Cost)
	Replace Blinds / Drapes	(Actual Cost)
	Replace Carpet (Pro-Rated Over Ten {10} Years)	\$20.00 / Sq. Yd.
	Replace Vinyl (Pro-Rated Over Ten {10} Years)	\$20.00 / Sq. yd.
	Replace Light Bulbs	\$ 3.00 / each
	Replace Light Globes	
	Small	\$13.00
	Medium	\$15.00
	Large	\$26.00

Replace Smoke Detectors		\$26.00
Replace Smoke Detector Batteries	(Each)	\$ 4.50
Unplug Clogged Drains:		
Small (Sink)		\$10.00
Large (Toilet)		\$21.30
If Drain Company Called		(Actual Costs)
Remove & Replace Bath Tub Caulk		\$21.30
Remount Towel Bar		\$23.50
Plumbing Fixtures:		
Replace Kitchen Sink		\$95.00
Replace Bathroom Sink		\$65.00
Replace Kitchen Faucet		\$60.00
Replace Bathroom Faucet		\$60.00
Replace Tub / Shower Faucet		\$125.00
Replace Toilet tank		\$50.00
Replace toilet Tank & Bowl		\$142.00
Replace Toilet Seat		\$10.00
Appliance Replacement / Repairs:		
Replace Range (Actual Costs)		
Replace Broiler Pan		(Actual Costs)
Replace Oven Rack		\$14.00
Replace Control Knob		\$31.50
Replace Thermostat Knob		\$20.00
Replace Selector Knobs		\$ 7.60
Replace Small Drip Pans		\$ 5.75
Replace Large Drip Pans		\$ 6.25
Replace Baking Element		\$24.95
Replace Broiler Element		\$26.95
Replace Small Burner Element		\$23.00
Replace Large Burner Element		\$28.00
Replace Range Hood Filter Element		\$12.00
Replace Refrigerator: (Actual Costs)		
Replace Ice Cube Trays	(Each)	\$ 2.50
Replace Racks	(Each)	\$11.00
Replace Crisper Tray	(Each)	\$38.00
Replace Crisper Cover	(Each)	\$25.70
Replace Door Liners		\$48.50
Replace Shelf Brackets		\$ 2.00
Replace Rack Brackets		\$ 2.00

Replace Range Hood	(Actual Cost)
Replace Air-conditioner	(Actual Cost)
Replace Dishwasher	(Actual Cost)
Replace Washer	(Actual Cost)
Replace Dryer	(Actual Cost)
Exterior Repairs / Replacements	
Repair / Replace Deck Railings / Decking	(Actual Cost)
Repair / Replace Fences	(Actual Cost)
Repair / Replace Garage Doors	(Actual Cost)
Repair / Replace Exterior Doors	(Actual Cost)
Repair / Replace Deck Steps / Walks	(Actual Cost)
Repair / Replace Siding	(Actual Cost)
Repair / Replace Roofing	(Actual Cost)

Resident: _____

Date: _____

Resident: _____

Date: _____

NEWHS Agent: _____

Date: _____

We are so glad you decided to make **Property Name** your new home! Attached is our Application Packet. Please carefully complete all documents and return with your **\$28 non-refundable application fee** as soon as possible. The application fee can be paid by check or money order made payable to Northeast Washington Housing Solutions. Each resident over the age of 18 must complete all documents and pay the fee. Most applications can be processed in 48 hours. We will notify you once the process is complete.

Northeast Washington Housing Solutions Resident Selection Criteria:

Northeast Washington Housing Solutions provides equal housing opportunity: Northeast Washington Housing Solutions will not discriminate against applicants or tenants based on race, color, religion, sex, sexual orientation or ethnic origin, familial status, disability, or by class membership.

Northeast Washington Housing Solutions is dedicated to increasing safe affordable housing and providing opportunities for persons experiencing barriers to housing. Northeast Washington Housing Solutions works to maintain the quality of its housing and relationships with neighbors, other landlords and local law enforcement to maintain the quality of the neighborhoods where our housing is located. To that end we have a thorough screening process. Illegal activity of any kind is not tolerated in Northeast Washington Housing Solutions' owned communities. All potential residents are screened with equal care under the following guidelines. Please review our list of criteria carefully. We verify income, landlord, personal information, social security numbers, credit and criminal history. If you feel you meet the criteria, please apply.

Some Important Notes

- ◆ Applicants must show two (2) pieces of identification upon turning in a complete application. One (1) form of ID must be an official photo ID.
- ◆ False information is grounds for denial of application and termination of tenancy in the event applicant is initially accepted after providing false information.

Income

- ◆ Combined households gross monthly income must be equal to or greater than 2.5 X the amount of leaseholders' monthly rent. (Most employers do not verify income. To expedite the process, please attach copies of your two (2) most recent pay-stubs to your application.)
- ◆ Income must be steady and verifiable.
- ◆ All other income, such as DSHS, Retirement, Child Support, Financial Aid, TANF Grants, SSI, Housing Vouchers and/or any other non-employment earned income must be verified in writing by the issuing agency and/or by your two (2) most recent bank statements showing the automatic deposits.
- ◆ Applicants with no monthly income may meet the income qualification by providing copies of bank statements reflecting a minimum balance equal to six months of rent or greater.

Credit

- ◆ Bankruptcies must be at least two (2) years old and must be discharged.
- ◆ A home foreclosure within the last three (3) years will automatically require a co-signer or *additional deposit, as long as credit and income qualifies.
- ◆ Your credit report cannot show more than \$2000 in ***past due*** balances including judgements.
- ◆ Your credit report cannot show more than five (5) ***currently*** past due accounts.
- ◆ Medical Collections will NOT affect your credit score one way or the other.
- ◆ Lack of credit history will not be presumed to be an unfavorable credit status.

Residential History

- ◆ Applicants must have at least one (1) year of favorable residential history by unrelated Landlords. Homeowners will have this verified by the Mortgage rating on their credit report.
- ◆ There can be no more than five (5) late rent or mortgage payments within the past three (3) years.
- ◆ Applicants must not have a balance owing to a former Landlord.
- ◆ No Eviction within the past three (3) years.

Criminal History

Denial of housing will be warranted if:

- ◆ Any household member has been convicted of any felony crime. A three year period must be unsupervised time and crime free.
- ◆ Any household member has been convicted of any drug-related criminal activity within the past three- (3) years. A three-year period must be unsupervised time and crime free.
- ◆ Any household member has been evicted from housing because of drug-related criminal activity, within the past three- (3) years.
- ◆ In the absence of a conviction, there is otherwise “reasonable cause to believe” any household member is or has been involved in illegal drug-related or other criminal activity. Any household member is subject to a registration requirement under a state sex offender registration act.
- ◆ Any household member who is engaging in, or has engaged in (during a reasonable time before the admission decision) violent criminal activity; other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or other criminal activity that would threaten the health or safety of NEWHS, contractor, or agent of NEWHS.

Note: A plea of “no contest” shall be considered as a conviction. NEWHS is not soliciting information from you relating to your prior arrest history, however, in determining whether or not an individual has engaged in prohibited conduct (e.g. drug or other criminal conduct), evidence of such conduct sufficient to deny application shall be determined by a preponderance of the evidence without satisfying the standard of proof used for a criminal conviction. Arrest and/or conviction of an individual shall not be required to support a determination to deny application.

Co-Signers & Other Approval Requirements

Should your application not qualify due to the following situations, you may be able to gain approval by obtaining a qualified co-signer and/or by paying an additional deposit equal to one month’s rent in addition to the \$300 Security Deposit.

- ◆ Income not equals to 2.5 X but not less than 2.0 X the rent.
- ◆ Poor credit - income and residential requirements qualify.
- ◆ First time renters (applicants with no prior rental history) who do not meet the income requirement may be approved with Additional Deposit equal to One Month’s Rent or obtain a co-signer.

Applicants who do not qualify due to Criminal History will not be offered approval with Co-signer or Additional Deposit.

Co-Signer Qualifications

- ◆ Verifiable gross income equal to or greater than 3.0 X the amount of monthly rent.
- ◆ Income must be steady and verifiable for at least one (1) year.
- ◆ Credit report cannot show more than (1) currently past due account.
- ◆ Credit report cannot show more than \$1,000 in past due accounts.

We look forward to having you as a resident. Please let us know if you have any questions!

**Court View Apartments
1217 N. Madison
Spokane, WA 99201
(509) 232-7081 Office
(509) 232-7085 Fax**

NORTHEAST WASHINGTON HOUSING SOLUTIONS SERVICE ANIMAL POLICY

BACKGROUND:

Service animals are animals trained to assist people with disabilities in the activities of independent living. The Americans with Disabilities Act (ADA) defines service animals as any animal individually trained to do work or perform tasks for the benefit of an individual with a disability. If an animal meets this broad definition, it is considered a service animal. It does not have to be licensed or certified by a state or local government or a training program.

Federal, state and local fair housing laws require that a modification be made to a “No Pet” policy to permit the use of a service animal by an individual with a disability, unless doing so would result in an unreasonable financial or administrative burden.

This policy differentiates "service animals" from "pets," describes types of service animals, provides guidelines for staff and residents for the acceptance of service animals, and sets behavioral guidelines for service animals.

DEFINITIONS:

Disability: A resident must meet the statutory definition of having a “disability,” under federal, state and local fair housing laws. These statutes recognize the following broad categories of disabilities:

- A sensory, mental, or physical impairment that substantially limits one or more major life activities (such as walking, seeing, working, learning, dressing, etc.)
- A sensory, mental or physical condition that is medically cognizable or diagnosable

Staff: Includes owners, on-site management, off-site property management, leasing agents, maintenance personnel, or any other representative of the owner or management company.

Resident: A person with a disability who has a service animal.

Pet: A domestic animal kept for pleasure.

Service/Companion Animal: Any animal individually trained to do work or perform tasks for the benefit of a person with a disability. A companion animal with good temperament and disposition, and who has reliable, predictable behavior, may assist a person with a disability as a therapy tool. The animal may be incorporated as an integral part of a treatment process. Service animals are usually dogs, but may be any animal designated by the resident and his or her treatment provider.

Service animals are not considered to be pets. A person with a disability uses a service animal as an auxiliary aid similar to the use of a cane, crutches or wheelchair.

Examples include:

A ***guide animal***, trained to serve as a travel tool by a person who is legally blind.

A ***hearing animal***, trained to alert a person with significant hearing loss or who is deaf when a sound occurs, such as a knock on the door.

A ***service animal***, trained to assist a person who has a mobility or health disability. Duties may include carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after a fall, emotional support, etc. Service animals sometimes are called assistance animals.

A ***seizure response animal***, trained to assist a person with a seizure disorder. The animal's service depends on the person's needs. The animal may go for help, or may stand guard over the person during a seizure. Some animals have learned to predict a seizure and warn the person.

A ***companion animal or emotional support animal*** that assists persons with psychological disabilities. Emotional support animals can help alleviate symptoms such as depression, anxiety, stress and difficulties regarding social interactions, allowing residents to live independently and fully use and enjoy their living environment.

GUIDELINES FOR RESIDENTS WITH SERVICE ANIMALS

REQUEST FOR A SERVICE ANIMAL ACCOMMODATION:

The resident must submit a request in writing to have a service/companion animal, as an accommodation for the resident's disability.

VERIFICATION OF DISABILITY AND NEED FOR A SERVICE ANIMAL:

The resident must provide written verification that s/he has a disability and that the accommodation is necessary to give the person equal opportunity to use and enjoy the community. However, as defined by the law above, the resident need not disclose the nature of the disability. The resident's healthcare or mental health provider must submit a signed letter on professional letterhead to the property management answering the following questions:

- Is the person disabled as defined by the fair housing laws described above?
- In the health care provider's professional opinion, does the person need the requested accommodation to have the same opportunity as a non-disabled person to use and enjoy the community?

SUPERVISION:

The animal must be supervised and the resident/handler must retain full control of the animal at all times.

CLEANUP RULE:

- Never allow the service animal to defecate on any property, public or private (except the resident's own property), unless the resident immediately removes the waste.
- Always carry equipment sufficient to clean up the animal's feces whenever the service animal is in the common areas or off the resident's property.
- Properly dispose of waste and/or litter.
- Contact staff if arrangements are needed to assist with cleanup.

FLEA PROTECTION PROGRAM:

Evidence of a flea protection program, approved by management, must be in place.

LICENSING:

- A current license and tags, issued by an appropriate authority, if applicable, must accompany the signed application.
- A certification signed by a licensed veterinarian or state or local authority empowered to inoculate animals stating the service animal has received current rabies and distemper inoculations or boosters, as applicable.

GUIDELINES FOR STAFF

SERVICE ANIMAL ACCOMMODATION:

Property management will review a resident's written request for a service animal accommodation. Upon written verification from the resident's healthcare or mental health provider, the property manager will provide a written response to the resident. The manager's response will take into consideration the reasonableness of the request. The request may be denied and deemed unreasonable only if it causes an undue financial or administrative burden to the community.

FEES:

A service animal is not a pet. Regardless of whether your property allows pets or not, the resident is not required to make a pet deposit or pay a pet-related move-in cleaning fee. The resident may be charged a general cleaning or damage deposit charged to all residents. The resident is liable for any damage the animal actually causes.

AWARENESS TRAINING:

Property management will ensure that staff is properly trained in the facility's service animal policies, including the following rules:

Allow a service animal to accompany the resident at all times and everywhere on the property except where animals are specifically prohibited.

Do not pet or touch a service animal. Petting a service animal when the animal is working distracts the animal from the task at hand.

Do not feed a service animal. The service animal may have specific dietary requirements. Unusual food or food at an unexpected time may cause the animal to become ill.

Do not deliberately startle a service animal. Do not separate or attempt to separate a resident/handler from her or his service animal. Avoid making noises at the animal (barking, whistling, etc.)

Avoid initiating conversation about the service animal, the resident's disabilities or other service animals one has known. If you are curious you may ask if the resident/handler would like to discuss it, but be aware that many persons with disabilities do not care to share personal details.

Remember, not all disabilities are visible. The nature of the person's disability is a private matter, and you are not entitled to inquire for details.

If other residents complain about the fact that they are not allowed to have a pet and want to know why you have made an exception, simply state that your company complies with the fair

housing laws. You can also refer your residents to the fair housing laws or your local fair housing agency for further details.

Service animals do not need to wear any special identifying gear such as tags, harnesses or capes.

A resident may train his or her own service animal and is not required to provide any information about training or the specific tasks the animal performs.

REMOVAL OF A SERVICE ANIMAL:

When a service animal is unruly or disruptive (jumping on people, biting, or other harmful behavior), the property manager may ask a resident to remove the animal from the area. If the improper behavior happens repeatedly, the manager may tell the resident not to bring the animal into any area of the property except the resident's rental unit, until significant steps have been taken to mitigate the behavior. Mitigation can include refresher training for both the animal and the resident.

AREAS OFF LIMITS TO SERVICE ANIMALS:

Management may designate certain areas off limits to service animals, such as in the swimming pool or any other area where a significant health or safety hazard may exist. Such designations should not infringe upon the right of a person with disabilities to fully enjoy the amenities of the community.

RESOURCES/QUESTIONS

Americans with Disabilities Act (ADA) Information Line

U.S. Department of Justice

Voice: 800-514-0301

TTY: 800-514-0383

<http://www.usdoj.gov/crt/ada/animal.htm>

Delta Society National Service Dog Center

Provides advocacy education, referral, research assistance, and a variety of other information services regarding service dogs.

Delta Society

289 Perimeter Road East

Renton, WA 98055-1329

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SAMPLE LETTER FROM SERVICE PROVIDER

Dear housing provider:

(Name of Resident) is my client/patient, and has been under my care since (date). I am familiar with his/her history and with the functional limitations related to his/her disability. He/She meets the definition of disability under the fair housing laws.

Disability: A tenant must meet the statutory definition of having a “disability,” under federal, state and local fair housing laws. These statutes recognize the following broad categories of disabilities:

A sensory, mental, or physical impairment that substantially limits one or more major life activities (such as walking, seeing, working, learning, dressing, etc.).

A sensory, mental or physical condition that is medically cognizable or diagnosable.

To enhance his/her ability to live independently and to fully use and enjoy the dwelling you provide, I am prescribing a service animal that will assist (name of resident) with the functional limitations relating to his/her disability.

I would also be happy to answer any questions you may have concerning my recommendation that (name of resident) have a service animal.

Sincerely,

Name of Professional

Northeast Washington Housing Solutions Smoke Detector Fire Safety Addendum

The _____ Apartments located at _____, Apt. #_____, the city of _____, County of _____, Washington has been equipped with _____ smoke detection devices(s) as required by RCW 48.48.140.

1. The above described smoke detection devices(s) are: (check one) hardwired, or battery operated. If battery operated, the units(s) has been inspected and is properly operating at the commencement of tenancy. Under the law, it is the tenant's responsibility to maintain the smoke detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. A fine of not more than **TWO HUNDRED DOLLARS (\$200.00)** will be imposed for failure to comply with these provisions of RCW 48.48.140(3). Failure to maintain the smoke detector is also grounds for termination of tenancy. However, if liability or damages occur, because of a tenant's failure to maintain the unit, you may be open to potential law suites (see WAC 212-10-050). Tenant also agrees to test the smoke detector for proper operation at intervals not to exceed six (6) months, and report any malfunctions to the landlord in writing.
2. The above named property (check one) **DOES** **DOES NOT** have a fire sprinkler system.
3. The above named property (check one) **DOES** **DOES NOT** have a fire alarm system.
4. The above named property (check one) **DOES** **DOES NOT** allow smoking in the common areas and community spaces.
5. The above named property has an **Emergency Notification Plan** for its residents. The Emergency Notification Plan is attached hereto as Exhibit A.
6. The above named property has an **Emergency Relocation Plan**. The Emergency Relocation Plan is attached hereto as Exhibit B.
7. The above named property has an **Emergency Evacuation Plan**. The Emergency Evacuation Plan is attached hereto as Exhibit C.
8. A diagram depicting the **Emergency Evacuation Routes** of the above named property is attached hereto as Exhibit D.
9. A copy of **RCW 48.48.140** is attached hereto as Exhibit E.

Dated this _____ day of _____, 20_____.

Resident

Resident

Landlord (Northeast Washington Housing Solutions)

RCW 48.48.140

SMOKE DETECTION DEVICES IN DWELLING UNITS – PENALTY.

- (1) Smoke detection devices shall be installed inside all dwelling units:
 - a) Occupied by persons other than the owner on and after December 31, 1981; or
 - b) Built or manufactured in this state after December 31, 1980.
- (2) The smoke detection devices shall be designed, manufactured, and installed inside dwelling units in conformance with:
 - a) Nationally accepted standards; and
 - b) As provided by the administrative procedure act, chapter 34.05 RCW, rules and regulations promulgated by the chief of the Washington state patrol, through the director of fire protection.
- (3) Installation of smoke detection devices shall be the responsibility of the owner. Maintenance of smoke detection devices, including the replacement of batteries where required for the proper operation of the smoke detection device, shall be the responsibility of the tenant, who shall maintain the device as specified by the manufacturer. At the time of a vacancy, the owner shall insure that the smoke detection device is operational prior to the reoccupancy of the dwelling unit.
- (4) Any owner or tenant failing to comply with this section shall be punished by a fine of not more than two hundred dollars.
- (5) For the purposes of this section:
 - a) "Dwelling unit" means a single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation; and
 - b) "Smoke detection device" means an assembly incorporating in one unit a device which detects visible or invisible particles of combustion, the control equipment, and the alarm sounding device, operated from a power supply either in the unit or obtained at the point of installation.

[1995 c 369 § 34; 1991 c 154 § 1; 1986 c 266 § 89; 1980 c 50 § 1.]

NOTES:

Effective date – 1995 c 369: See note following RCW 43.43.930.

Severability – 1986 c 266: See note following RCW 38.52.005.

10-20-04 RAB meeting

Justin Vest

Richard Runberg

Tim Pullman

Pamela Armas

Shea Cable

Resident Participation

On October 20, 2004 a meeting was provided for residents and advisory board members. Topics discussed included FY 2006 Spokane Housing Authority's Annual Plan. The members were in agreement with the agency plan with no additional comments.