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

HOUSTON HOUSING AUTHORITY

PHA PLANS

5 Year Plan for Fiscal Years 2007 - 2011
Annual Plan for Fiscal Year 2007

PHA PLAN

HOUSTON HOUSING AUTHORITY

(Formerly Known as Housing Authority of the City of Houston -- HACH)

PHA Name: Houston Housing Authority

PHA Number: TX005

PHA Fiscal Year Beginning: 01/2007

Public Access to Information

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

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

Display Locations For PHA Plans and Supporting Documents

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

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

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

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

5-YEAR PLAN
PHA FISCAL YEARS 2007 - 20011
[24 CFR Part 903.5]

A. Mission

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

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

☒ The PHA's mission is: (state mission here)

The Mission of the Houston Housing Authority (the Authority*) (formerly known as Housing Authority of the City of Houston)* **is:**

To improve lives by providing quality, affordable housing options and promoting education and economic self-sufficiency

B. Goals

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

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

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

☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management: (PHAS score)
- ☒ Improve voucher management: (SEMAP score)

- ☒ Increase customer satisfaction:
- ☒ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)

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

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

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

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

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

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:
- ☒ Increase the number and percentage of employed persons in assisted families:
- ☒ Provide or attract supportive services to improve assistance recipients' employability:
- ☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- ☐ Other: (list below)

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

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

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

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2007
[24 CFR Part 903.7]

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

☒ **Standard Plan**

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

☐ **Troubled Agency Plan**

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

Executive Summary:

The Houston Housing Authority (the Authority) presents its Comprehensive Agency Plan annually. The Executive Summary presents the changes incorporated into the FY2007 Annual Plan and FY2007 – FY2011 Five Year Plan. A summary of the changes made to this Comprehensive Agency Plan and the related attachments are provided below:

The following is summary of the changes in the 2007 Annual Plan:

1. Resident Participation Funds. HUD required language has been added to the Annual Plan Section 18 D. (2) regarding disputes in the disposition of Resident Participation Funds. If a funding dispute regarding activities or the disposition of Resident Participation Funds arises between the Authority and the resident organization, the Authority will use the disputed amounts for resident activities to include, but not limited to,
    a. resident education activities related to HUD policies and procedures;
    b. resident outreach and promotional activities;
    c. Commissioners training;
    d. Resident Council training;
    e. Resident Advisory Board training;
    f. household training;
    g. communication;
    h. orientation and responsibilities for new and existing residents; and
    i. planning functions for such items as the Public Housing Agency Plan, revitalization, safety and security, property management and maintenance, and capital improvements.

2. Flat Rents - Flat Rents offered at each property will be increased by the housing component of the Consumer Price Index as of June 2006 and applying the percentage increase from June 2005. This increase is 3.2%. Also, the agency adjusted the Flat Rents for Heatherbrook based on comparables which resulted in increases of approximately 75%. A comparability study was preformed for Lincoln Park to provide a basis for the Flat Rents.

3. Public Housing Waiting List – The Plan adds Site-Based Waiting Lists for the elderly properties of Lyerly and Bellerive. Also, a Site-Based List will be initiated for Lincoln Park following the demolition and replacement of the property.

Low Rent Public Housing Admissions and Continued Occupancy Policy (ACOP) and Related Documents

The Houston Housing Authority is revising the Admissions and Continued Occupancy Policies areas listed below:

1. Site-Based Waiting Lists. The Housing Authority has requested HUD's Office of Fair Housing & Equal Opportunity's approval of the Site-Based Waiting Lists for three (3) properties: Lyerly Apartments, Bellerive Apartments, and Lincoln Park Apartments. The ACOP will be amended upon approval..

   The site-based waiting lists for Bellerive and Lyerly are being implemented in FY2007. Existing applicants on the conventional waiting list who qualify for the elderly properties of Bellerive and Lyerly will have priority over those residents who apply directly at the site until the conventional waiting list has been exhausted of qualified applicants. Applicants will then be selected from the Bellerive and Lyerly site-based waiting list based on date and time of application.

2. Violence Against Women Act (VAWA) revisions. The Housing Authority provides the revised language in the ACOP in regard to the new requirements for the VAWA notice. The language states the prohibition of the Agency to evict a tenant because they are a victim of domestic violence unless the Agency can prove that the continued occupancy creates a danger to the community.

3. Alternate Identification number. The Housing Authority is implementing a HUD requirement to establish Alternate Identification numbers for clients without a Social Security number issued by the Social Security Administration. This process includes providing identifying information to HUD. The Alternate ID is then compared to the national database and a unique number is provided to the Housing Authority by HUD.

4. Live-In Aide - The PHA may not refuse to approve a live-in aide simply because the aide has family members that would be residing in the unit, provided that the presence of the live-in aid's family does not:
   - Overcrowd the unit or property, or

- Create an undue financial burden (it might be considered an undue burden to provide a subsidy of two extra bedrooms for the family of the live-in aide).

In making decisions pertaining to the family members of live-in aides, the PHA cannot refuse to approve a particular live-in aide simply because they have children.

Section 8 Administrative Plan (TAB B)

1. Voucher term and extensions - Suspension of the Voucher Term – (pg. 33) Suspension means stopping the clock on a family's voucher term from the time a family submits the RTA until the time the PHA approves or denies the request. It is the Authority's policy to suspend the term of the voucher from the date a Request for Tenancy Approval and proposed lease is received by the Authority, while the Authority processes the request, until the date the Authority makes a final determination with respect to that Request for Tenancy Approval.

2. Waiting List Administration - The waiting list for families eligible for Priority 1, Priority 2, and these special programs (Scattered Site Relocation, Family Unification, and Mainstream Program) may be opened by the Authority following a public notice in accordance with HUD regulations.

3. Live-in Aides - The PHA may not refuse to approve a live-in aide simply because the aide has family members that would be residing in the unit, provided that the presence of the live-in aid's family does not
   - Overcrowd the unit or property, or
   - Create an undue financial burden (it might be considered an undue burden to provide a subsidy of two extra bedrooms for the family of the live-in aide).

   In making decisions pertaining to the family members of live-in aides, the PHA cannot refuse to approve a particular live-in aide simply because they have children.

Capital Fund Statements (TAB C – E)

The Plan identifies modernization of existing public housing developments and provides an update on the progress made towards achieving the Authority's goals.

Schedule of Tenant Charges (TAB G)

The Agency Plan introduces a revised schedule of tenant charges (Tab G). The schedule of tenant charges represents an increase in labor charges above the previous schedule. This schedule is an itemized list of charges for services rendered in the repair or replacement of tenant caused damages to Houston Housing Authority property. Normal maintenance is provided at all properties at no cost to the residents above their monthly rent.

Schedule of Public housing Utility Allowances (TAB H)

The Agency Plan introduces a revised Schedule of Utility Allowances (TAB H). The Utility Allowance Schedule is an estimate of the charges residents of public housing should incur for utilities (gas and electric). At some Houston Housing Authority properties, all utilities are included in the rent.

Public Housing Lease Agreement (TAB I)

1. Reasonable Attorney Fees. In the event the Agency evicts a Tenant by judicial proceedings, and the Agency prevails in the eviction proceedings, the Agency shall be entitled to recover from the Tenant reasonable attorneys' fees and court costs.

2. Violence Against Women Act (VAWA) revisions. The Housing Authority provides the revised language in the lease in regard to the new requirements for the VAWA notice. The language states the prohibition of the Agency to evict a tenant because they are a victim of domestic violence unless the Agency can prove that the continued occupancy creates a danger to the community.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

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

Table of Contents

Page #

i. Annual Plan **1**
ii. Executive Summary of the Annual PHA Plan **1**
iii. Annual Plan Table of Contents **5**
1. Statement of Housing Needs **8**
2. Statement of Financial Resources **20**
3. PHA Policies Governing Eligibility, Selection, and Admissions **22**
4. PHA Rent Determination Policies **32**
5. Operations and Management **38**
6. PHA Grievance Procedures **44**
7. Capital Improvement Needs **44**
8. Demolition and Disposition **46**
9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities **47**
10. Conversion of Public Housing to Tenant-Based Assistance **49**
11. Homeownership Programs Administered by the PHA **52**
12. PHA Community Service and Self-sufficiency Programs **57**
13. PHA Safety and Crime Prevention Measures **59**
14. Pet Policy **61**
15. Civil Rights Certifications **70**
16. Fiscal Audit **70**
17. PHA Asset Management **70**
18. Other Information **70**

Deleted: 5
Deleted: 8
Deleted: 20
Deleted: 22
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Attachments

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

Required Attachments:

- ☒ Admissions Policy for Deconcentration
- ☒ FY 2007 Capital Fund Program Annual Statement
- ☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- ☒ PHA Management Organizational Chart
- ☒ FY 2007 - 2011 Capital Fund Program 5 Year Action Plan
- ☐ Public Housing Drug Elimination Program (PHDEP) Plan
- ☐ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- ☐ Other (List below, providing each attachment name)

Supporting Documents Available for Review

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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 *Quality Housing and Work Responsibility Act Initial Guidance; Notice* and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies ☒ 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
X	Public housing grievance procedures ☒ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program ☒ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8 (Included as Attachment M)	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

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

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

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Location
Income <= 30% of AMI	158,104	5	5	4	5	4	5
Income >30% but <=50% of AMI	133,689	5	4	4	4	4	4
Income >50% but <80% of AMI	168, 793	4	3	3	3	3	3
Elderly	158,997	5	4	4	4	2	4
Families with Disabilities	39,500	5	4	5	4	N/A	N/A
Race/Ethnicity African American	475,528						
Race/Ethnicity Hispanic	1,921,611						
Race/Ethnicity White	1,157,438						

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

☐ Consolidated Plan of the Jurisdiction/s
Indicate year:

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

☐ American Housing Survey data
Indicate year:

☐ Other housing market study
Indicate year:

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

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

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

Housing Needs of Families on the Waiting List

Waiting list type: (select one)
- ☐ Section 8 tenant-based assistance
- ☒ Public Housing -- (Central Wait List)
- ☐ Combined Section 8 and Public Housing
- ☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	**6,141**		600
Extremely low income <=30% AMI	5,930	96.6%	
Very low income (>30% but <=50% AMI)	201	3.3%	
Low income (>50% but <80% AMI)	10	0.1%	
Families with children	3,758	61.2%	
Elderly families	319	5.2%	
Families with Disabilities	638	10.4%	
Race/ethnicity White	285	4.7%	
Race/ethnicity Black	4,872	79.3%	
Race/ethnicity Asian	162	2.6%	
Race/ethnicity Hispanic	807	13.1%	
Race/ethnicity American Indian	15	0.3%	

Characteristics by Bedroom Size (Public Housing Only)			
0BR			
1BR	3,376	55.0%	190
2 BR	1,747	28.4%	250
3 BR	841	13.7%	150
4 BR	154	2.5%	10
5 BR	18	0.3%	
5+ BR	5	>.01%	

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

If yes:

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

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

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

Housing Needs of Families on the Waiting List

Waiting list type: (select one)
☐ Section 8 tenant-based assistance
☐ Public Housing
☐ Combined Section 8 and Public Housing
☒ Public Housing Site-Based or sub-jurisdictional waiting list (optional)
If used, identify which development/subjurisdiction:
Historic Oaks of Allen Parkway Village

	# of families	% of total families	Annual Turnover
Waiting list total	**2,714**		170
Extremely low income <=30% AMI	1,515	55.8%	
Very low income (>30% but <=50% AMI)	685	25.2%	
Low income (>50% but <80% AMI)	514	19.0%	
Families with children			
Elderly families			
Families with Disabilities			
Race/ethnicity White	122	4.5%	
Race/ethnicity Black	2,197	81.0%	
Race/ethnicity Asian	141	5.2%	
Race/ethnicity Hispanic	249	9.2%	
Race/ethnicity American Indian	5	0.1%	

Characteristics by Bedroom Size (Public Housing Only)			
0BR			
1BR	1,006	37.1%	75
2 BR	951	35.0%	40
3 BR	635	23.4%	35
4 BR	103	3.8%	20
5 BR	19	0.7%	
5+ BR			

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

Housing Needs of Families on the Waiting List

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

	# of families	% of total families	Annual Turnover
Waiting list total	164		5
Extremely low income <=30% AMI	104	63.4%	
Very low income (>30% but <=50% AMI)	42	25.6%	
Low income (>50% but <80% AMI)	18	11.0%	
Families with children			
Elderly families			
Families with Disabilities			
Race/ethnicity White	5	3.0%	
Race/ethnicity Black	149	90.9%	
Race/ethnicity Asian			
Race/ethnicity Hispanic	10	6.1%	
Race/ethnicity American Indian			

Characteristics by Bedroom Size (Public Housing Only)			
0BR			
1BR	66	40.2%	1
2 BR	71	43.3%	2
3 BR	26	15.9%	2
4 BR	1	0.6%	
5 BR			
5+ BR			

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

Housing Needs of Families on the Waiting List

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

	# of families	% of total families	Annual Turnover
Waiting list total	1,492		12
Extremely low income <=30% AMI	1,197	80.2%	
Very low income (>30% but <=50% AMI)	197	13.2%	
Low income (>50% but <80% AMI)	98	6.7%	
Families with children			
Elderly families			
Families with Disabilities			
Race/ethnicity White	125	8.4%	
Race/ethnicity Black	732	49.1%	
Race/ethnicity Asian	3	0.2%	
Race/ethnicity Hispanic	630	42.2%	
Race/ethnicity American Indian	2	0.1%	

Characteristics by Bedroom Size (Public Housing Only)			
0BR			
1BR	476	31.9%	4
2 BR	525	35.2%	4
3 BR	434	29.1%	4
4 BR	55	3.7%	
5 BR	2	0.1%	
5+ BR			

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

form **HUD 50075** (03/2003)

Housing Needs of Families on the Waiting List

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

	# of families	% of total families	Annual Turnover
Waiting list total	1,777		40
Extremely low income <=30% AMI	1,362	76.6%	
Very low income (>30% but <=50% AMI)	394	22.2%	
Low income (>50% but <80% AMI)	21	1.2%	
Families with children			
Elderly families			
Families with Disabilities			
Race/ethnicity White	76	4.3%	
Race/ethnicity Black	1,453	81.8%	
Race/ethnicity Asian	48	2.7%	
Race/ethnicity Hispanic	197	11.1%	
Race/ethnicity American Indian	3	0.1%	

Characteristics by Bedroom Size (Public Housing Only)			
0BR			
1BR	743	41.8%	15
2 BR	589	33.1%	20
3 BR	356	20.0%	10
4 BR	83	4.7%	
5 BR	5	0.3%	
5+ BR	1	0.1%	

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

Housing Needs of Families on the Waiting List

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

	# of families	% of total families	Annual Turnover
Waiting list total	117		12
Extremely low income <=30% AMI	77	65.8%	
Very low income (>30% but <=50% AMI)	39	33.3%	
Low income (>50% but <80% AMI)	1	0.9%	
Families with children			
Elderly families			
Families with Disabilities			
Race/ethnicity White	6	5.1%	
Race/ethnicity Black	67	57.3%	
Race/ethnicity Asian	17	14.5%	
Race/ethnicity Hispanic	27	23.1%	
Race/ethnicity American Indian			

Characteristics by Bedroom Size (Public Housing Only)			
0BR			
1BR	114	97.4%	12
2 BR	3	0.7%	
3 BR			
4 BR			
5 BR			
5+ BR			

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

Housing Needs of Families on the Waiting List

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

	# of families	% of total families	Annual Turnover
Waiting list total	246		5
Extremely low income <=30% AMI	151	61.4%	
Very low income (>30% but <=50% AMI)	67	27.2%	
Low income (>50% but <80% AMI)	28	11.4%	
Families with children			
Elderly families			
Families with Disabilities			
Race/ethnicity White	6	2.4%	
Race/ethnicity Black	225	91.5%	
Race/ethnicity Asian	4	1.6%	
Race/ethnicity Hispanic	11	4.5%	
Race/ethnicity American Indian			

Characteristics by Bedroom Size (Public Housing Only)			
0BR			
1BR	103	41.9%	1
2 BR	91	37.0%	2
3 BR	51	20.7%	2
4 BR	1	0.4%	
5 BR			
5+ BR			

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

Housing Needs of Families on the Waiting List

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

	# of families	% of total families	Annual Turnover
Waiting list total	0		1,200
Extremely low income <=30% AMI	0		
Very low income (>30% but <=50% AMI)	0		
Low income (>50% but <80% AMI)	0		
Families with children	0		
Elderly families	0		
Families with Disabilities	0		
Race/ethnicity White	0		
Race/ethnicity Black	0		
Race/ethnicity Asian	0		
Race/ethnicity Hispanic	0		

Is the waiting list closed (select one)? ☐ No ☒ Yes
If yes:
How long has it been closed (# of months)? 54 months
Does the PHA expect to reopen the list in the PHA Plan year? ☒ No ☐ Yes
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☒ Yes

The Section 8 Housing Choice Voucher Program Waiting List that was active at the beginning of FY 2006, has recently been exhausted. The Agency plans on opening the list during the last half of 2006 and expects the List to remain generally closed through 2007.

C. Strategy for Addressing Needs

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

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

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

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

Select all that apply

- ☒ Apply for additional section 8 units should they become available
- ☒ Leverage affordable housing resources in the community through the creation of mixed - finance housing
- ☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- ☐ Other: (list below)

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

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- ☐ Employ admissions preferences aimed at families with economic hardships

☐ Adopt rent policies to support and encourage work
☐ Other: (list below)

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

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

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

Need: Specific Family Types: The Elderly

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

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

Need: Specific Family Types: Families with Disabilities

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

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

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

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs
Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:
Select if applicable

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

Strategy 2: Conduct activities to affirmatively further fair housing
Select all that apply

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

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

(2) Reasons for Selecting Strategies
Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

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

2. Statement of Financial Resources
[24 CFR Part 903.7 9 (b)]
List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants**		
a) Public Housing Operating Fund	7,148,016	
b) Public Housing Capital Fund	5,064,824	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	98,268,799	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants	77,292	
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
Section 8 New Construction Housing Assistance Contract	1,720,051	
Administrative Fees Section 8 Housing Choice Vouchers	7,271,908	119,550,890
2. Prior Year Federal Grants (unobligated funds only) (list below)		
TX24P00550105 (CFP)	5,842,606	
TX24P00550004(CFP)	5,603,946	11,446,552
TX24R00550105(RHF)	86,292	
TX24R00550205(RHF)	141,909	
TX24HS04004 (SCMF)	127,906	
H21298RG (PD&R)	50,525	406,632
3. Public Housing Dwelling Rental Income	7,589,624	7,589,624
4. Other income (list below)		
Excess Utilities Usage Charges	467,510	467,510
Interest Income	273,000	273,000
Miscellaneous Other Income	93,413	93,413
4. Non-federal sources (list below)		
Low Income Tax Credit	12,959,000	12,959,000
Total resources	152,786,621	152,786,621

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

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

(1) Eligibility

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

☐ When families are within a certain number of being offered a unit: (state number)
☐ When families are within a certain time of being offered a unit: (state time)
☒ Other: (describe)
- When families are selected from the waiting list

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

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

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

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

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

(2)Waiting List Organization

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

☐ Community-wide list
☐ Sub-jurisdictional lists
☒ Site-based waiting lists
☒ Other (describe) A PHA-wide list for developments / sites not maintaining a site-based waiting list.

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

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

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

1. How many site-based waiting lists will the PHA operate in the coming year?
   - 11

2. ☒ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?
- 3 Lyerly and Bellerive (effective 1/1/07); Lincoln Park Apartments (following demolition and replacement)

3. ☒ Yes ☐ No: May families be on more than one list simultaneously
If yes, how many lists?
- 11

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)
- Agency Website

(3) Assignment

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

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

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

(4) Admissions Preferences

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

b. Transfer policies:
In what circumstances will transfers take precedence over new admissions? (list below)
☒ Emergencies
☐ Overhoused
☐ Underhoused
☒ Medical justification
☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☐ Resident choice: (state circumstances below)

☒ Other: (list below)
- Reasonable Accommodation
- Witness Protection
- Threats / Reprisals

c. Preferences

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

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

Former Federal preferences:

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

Other preferences: (select below)

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

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

Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

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

4. Relationship of preferences to income targeting requirements:

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

(5) Occupancy

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

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

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

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

(6) Deconcentration and Income Mixing

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

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

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

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

Houston Housing Authority Developments

Development	Managed by	Type
Oxford Place	Asset Plus Co	Public Housing
Historic Rental	Orion Real Estate Services	Public Housing
Lincoln Park	J. Allen Management Co	Public Housing
Victory	Orion Real Estate Services	Public Housing/ Tax Credit
Historic Oaks of Allen Parkway Village	Orion Real Estate Services	Public Housing/ Tax Credit
Fulton Village	Orion Real Estate Services	Public Housing/ Tax Credit
Heatherbrook	Orion Real Estate Services	Public Housing/ Tax Credit
Lyerly	Houston Housing Authority	Public Housing
Bellerive	Houston Housing Authority	Public Housing
Telephone Road	Houston Housing Authority	Section 8 New Construction
Long Drive	Houston Housing Authority	Section 8 New Construction

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

Houston Housing Authority Developments

Development	Managed by	Type
Oxford Place	Asset Plus Co	Public Housing/Tax Credit
Lincoln Park	J. Allen Management Co	Public Housing Tax Credit
Victory	Orion Real Estate Services	Public Housing/ Tax Credit
Historic Oaks of Allen Parkway Village	Orion Real Estate Services	Public Housing/ Tax Credit
Fulton Village	Orion Real Estate Services	Public Housing/ Tax Credit
Heatherbrook	Orion Real Estate Services	Public Housing/ Tax Credit

All Public Housing Developments. Policy follows:

ADMISSION POLICY FOR DECONCENTRATION

It is the policy of the Houston Housing Authority to avoid, to the maximum extent possible, the concentration of the most economically and socially deprived families in any one or all of its developments. To achieve this, the Authority will encourage income mixing by admitting higher income families into lower income developments and lower income families into higher income developments.

To establish a broad range of incomes at the developments, the Authority will select families from the Waiting List on the basis of their income and may skip applicants to house another applicant with the targeted income level. This will be done in a uniform and non-discriminating manner.

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

At the beginning of each year, the Authority will analyze the income levels of residents residing in each of its developments, the income levels of census tracts in which developments are located, and the income level of the families on the waiting list. Based on this analysis and an analysis of the Section 8 Tenant Based income levels, a determination will be made of the marketing strategies and the Deconcentration incentives and goals to implement.

The Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the Deconcentration goals of a particular development. Incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner. Acceptance of an incentive will be the sole discretion of an eligible family. The Authority will not take any adverse action toward any eligible family for choosing not to accept an incentive and occupancy of a unit; however the skipping of the family to reach another family to implement this policy shall not be considered an adverse action.

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

☐ Other (list policies and developments targeted below)

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

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

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

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

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

B. Section 8

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

(1) Eligibility

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

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

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

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

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

☐ Criminal or drug-related activity
☒ Other (describe below)
- Clients current address
- Landlord's name, address, and phone
- Amounts owed the Authority by client

(2) Waiting List Organization

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

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

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

☒ PHA main administrative office
☒ Other (list below)

Sites will be determined at the time of opening of the Wait List and will be provided in the public notice.

(3) Search Time

a. ☒ Yes ☐ No: Does the PHA give extensions on standard 90-day period to search for a unit?

If yes, state circumstances below:

The Authority will approve extensions only in the following circumstances:

- It is necessary as a reasonable accommodation for a person with disabilities.
- It is necessary due to reasons beyond the family's control, as determined by the Authority.
  Following is a list of extenuating circumstances that the Authority may consider in making its decision. The presence of these circumstances does not guarantee that an extension will be granted:
  - Serious illness or death in the family
  - Other family emergency
  - Obstacles due to employment
  - Whether the family has already submitted requests for tenancy approval that were not approved by the Authority
  - Whether family size or other special requirements make finding a unit difficult

Any request for an extension must include the reason(s) an extension is necessary, as well as documentation to support the request.

All requests for extensions to the voucher term must be made in writing and submitted to the Authority prior to the expiration date of the voucher (or extended term of the voucher).

(4) Admissions Preferences

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

1. Families that are being relocated from the Authority's public housing properties
2. Families living in Federally Declared Disaster Areas

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

Date and Time

Former Federal preferences

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

Homelessness
High rent burden

Other preferences (select all that apply)
☐ Working families and those unable to work because of age or disability
☐ Veterans and veterans' families
☐ Residents who live and/or work in your jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☒ Other preference(s) (list below)
1. Families that are being relocated from the Authority's public housing properties
2. Families living in Federally Declared Disaster Areas

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)
☒ Date and time of application
For families qualifying for the Federally Declared Disaster Area Preference.
☒ Drawing (lottery) or other random choice technique
For families without a preference

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)
☐ This preference has previously been reviewed and approved by HUD
☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)
☐ The PHA applies preferences within income tiers
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)
☒ The Section 8 Administrative Plan
☐ Briefing sessions and written materials
☐ Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?
☒ Through published notices
☒ Other (list below)
- Through agencies that partner with the Authority and provide funding and services

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

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

(1) Income Based Rent Policies

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

a. Use of discretionary policies: (select one)

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

---or---

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

b. Minimum Rent

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

☐ $0
☐ $1-$25
☒ $26-$50

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

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

Families may request and must be granted exemption from the minimum rent for financial hardships. Hardships include the following:

(a) A family is awaiting eligibility for federal, state, or local assistance (including a resident alien entitled to welfare assistance), the family would be evicted for non payment of the minimum rent, or family income has decreased due to changed circumstances, a death in the family and other circumstances determined by the agency as a financial hardship.

(b) Temporary Financial Hardship Exemption (Short Term–Long Term) when a tenant's hardship is determined to be short-term, a resident is not granted a 90-day exemption beginning on the date of the request for an exemption, but the tenant cannot be evicted for non-payment of the minimum rent.

When a request for a financial hardship exemption has been determined to be long-term, the tenant must be given a retroactive exemption from the minimum rent for 90-day period.

When this occurs the tenant is exempted from paying the minimum rent for a 90-day period and the rent cannot be collected by the Housing Authority. The hardship would be reassessed every 90-days thereafter to maintain the minimum rent exemption. Minimum Renters will be required to submit a family household budget.

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

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

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

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

☐ For the earned income of a previously unemployed household member
☐ For increases in earned income
☐ Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:

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

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

e. Ceiling rents

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

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

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

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

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

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

f. Rent re-determinations:

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

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

1. Interim Re-examination Policy:

(a) Increases in Income to be reported: Families must report all increases in income/assets of all household members to the Authority in writing within I0 calendar days of the occurrence.

(b) Increases in Income and Rent Adjustments: The Authority will process rent adjustments only for increases in gross income due to the adding of new lease members or a change in income source. The increase rent adjustment will be effective the first day of the second month after the interim re-examination. However, Tenants are still required to report all changes in income between regularly scheduled annual recertifications within 10 calendar days of the occurrence. All other rent increases will be effective and processed during the next scheduled annual re-certification.

(c) Decreases in Income and Rent Adjustments: The Authority will process rent adjustments for decreases in income, which will last more than 30 calendar days, and are reported between regularly scheduled annual

recertifications. Rent decreases will be effective the first of the month following the month in which the change was reported in writing and verified. Resident will pay the lower rent pending verification.

(d) Other Interim Reporting Issues: An interim Re-examination will be scheduled for families with zero and/or unstable income every 90 days. Elderly family members and persons with disabilities are exempt from this Re-examination.

2. Any changes reported in writing by residents other than those listed in this section will be noted in the file by the staff person but will not be processed until the next regularly scheduled annual recertification.

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

(2) Flat Rents

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

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

The Authority used the Consumer Price Index increase for the Houston metropolitian area for housing over the same month from the prior year to adjust the Flat Rents.

Cost Analysis

Houston Housing Authority Proposed Flat Rent Amount by Bedroom Size - FY2007										
TX #	**Development**	**Eff.**	**1**	**2**	**3**	**3(b)**	**4**	**4(b)**	**5**	**6**
501	Cuney		$475	$559	$671		$772			
502	Kelly		$379	$559	$671		$772			
505	Irvinton		$443	$575	$719		$792			
506	Clayton		$345	$462	$635		$772			
511	Lincoln		$566	$668	$775					
512	Oxford		$566	$668	$775					
513	Forest Green			$410	$464	$546	$601	$710		
514	Ewing		$444	$559						
516	Kennedy			$395	$545		$631		$683	$833
519	TX 519				$497		$598			
520	Wilmington			$342			$683			
521	TX 521				$514		$617			
530	TX 530				$499		$599			
531	TX 531				$556		$668			
544	Lyerly		$419							
545	Bellerive		$488	$619						
546; 537	HOAPV (Combined)		$455	$550	$677		$1,007		$1,251	
547	Victory		$431	$580	$776					
548	Fulton		$484	$584	$728		$898			
549	Historic Rental		$442	$626						
550	Heatherbrook			$647	$761		$851			
400	Telephone Road		$59	$72						

form **HUD 50075** (03/2003)

			8	9						
401	Long Drive		$642	$763	$947		$1,101			

B. Section 8 Tenant-Based Assistance

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

(1) Payment Standards

Describe the voucher payment standards and policies.

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

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

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

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

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

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

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

☒ Annually
☐ Other (list below)

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

☒ Success rates of assisted families
☒ Rent burdens of assisted families

☒ Other (list below)
- o HUD funding cuts

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)
☐ $0
☐ $1-$25
☒ $26-$50

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

5. Operations and Management
[24 CFR Part 903.7 9 (e)]

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

A. PHA Management Structure
Describe the PHA's management structure and organization.
(select one)
☒ An organization chart showing the PHA's management structure and organization is attached. (See Attachment F)
☐ A brief description of the management structure and organization of the PHA follows:

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

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	2,980	400
Section 8 Vouchers	11,675	1,200
Section 8 Mod Rehab	560	57
Section 8 New construction	297	30
SRO	86	100

C. Management and Maintenance Policies

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

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

(2) Section 8 Management: (list below)

NUMBER	TITLE	DATE ISSUED	ISUED BY DEPT.	COMMENT
95-1-01	Dress Code Policy	5.26.95	HR	
96-2-01	Towing Policy	8.26.96	Legal/PHO	Replaces 92.2.20
97-2-01	One Strike You're Out Policy	1.21.97	Legal/PHO	
97-2-02	File Organizational Checklist	7.16.97	PHO	
97-2-03	Site Inspections	7.16.97	Executive	
97-1-04	Personal Car Mileage Reimbursements	8.26.97	Executive	
97-2-05	Admissions-Public Housing	4.1.97	HM/S8/ISM	
91-1-07	Relationships between HACH Personnel and HACH Tenants	2.18.97	Executive	
98-2-01	Policy and Procedure for Use of Community Building	1.30.98	PHO	
98-2-02	Policy & Procedure or Investigating and Reporting Claim/Incident that takes Place on Housing Authority Property	4.16.98	PHO	
98-2-03	Policy & Procedure for Project Based Evictions for Non-Payment of Rent	4.16.98	Legal/PHO	
98-2-04	Policy & Procedure for Eviction for Cause	4.16.98	Legal/PHO	
98-1-05	HACH Electronic Mail Policy	5.19.98	ISM	
98-1-06	HACH Electronic Mail Procedure	5.19.06	ISM	
98-2-07	Policy & Procedure for Use of Community Property	11.4.98	PHO	Replaces 84.2.02
98-2-08	Care & Maintenance of Dwelling Unit	1.11.84	PHO	
98-2-09	Interfund Transfers	11.4.98	FIN	Replaces 84.2.05
98-1-10R	Resident Employees	11.4.98	PHO	Rescinded 85.1.01
98-2-11	Procedure for Pre-Occupancy Inspections	11.4.98	PHO	Rescinded 84.2.03
98-1-12	Approved Signature Listings (Major Documentation)	11.4.98	FIN	Replaces 85.1.02
98-2-13R	Balance Sheet Account Reconciliations	11.4.98	FIN	Rescinded 85.2.03
98-2-14	Accounts Payable-Check Processing	11.4.98	FIN	Replaces 85.2.05
98-1-15	Time Sheets	11.4.98	FIN	Replaces 85.2.07
98-2-16	Journal Entries/Vouchers	11.4.98	FIN	Replaces 85.2.08
98-2-17	Reconciliation of Bank Accounts	11.4.98	FIN	Replaces 85.2.09
98-2-18	Outstanding Checks	11.4.98	FIN	Replaces 85.2.10
98-2-19	Tenant Escrow Procedure	11.4.98	FIN	Amendment 85.2.12
98-2-20	Section 8 Accounting Procedures	11.4.98	FIN	Replaces 85.2.13
98-2-21	Controls of Signature Plates	11.4.98	FIN	Replaces 82.2.14
98-2-22	Control of Blank Checks	11.4.98	FIN	Replaces 85.2.15
98-2-23	Yearly Re-Examination & Inspection	11.4.98	PHO	Replaces 86.2.03

98-2-24	Household Audit Procedures	11.4.98	PHO	Replaces 86.2.04
98-2-25	Security Deposit Procedures	11.4.98	FIN	Amendment 86.2.09
98-2-26	Allocation of Salary and Overhead Costs	11.4.98	FIN	Replaces 86.2.10
98-1-27	Vehicle Preventive Maintenance Procedures	11.4.98	MAINT/PHO	Replaces 87.01.08
98-2-28	Development Program Construction	11.4.98	DCI	Replaces 87.2.03
98-2-29	Contract Labor Standards Compliance	11.4.98	DCI	Replaces 87.2.04
98-2-30	Turnkey Evaluation Procedure	11.4.98	REID	Replaces 87.2.05
98-2-31	Temporary Relocation Guidelines & Procedures	11.1.98	REID	Replaces 87.2.06
98-1-32R	Smoking policy	11.4.98	EXE	Rescinded 87.1.12
98-2-33	Equipment Loan	11.4.98	MAINT.	Rescinded 87.2.14
98-2-34	Credit Checks	11.4.98	PHO	Replaces 87.2.15
98-1-35	Procedures for Monitoring and Maintaining Authority Contracts	11.4.98	LEGAL	Replaces 88.1.14
98-2-36R	Extermination for Pest (Insect) Control	11.4.98	MAINT.	Rescinded 88.2.1
98-2-37	Procedure and Operational Methods for Vacant Units, Make Readies and Lease-Ups	11.4.98	PHO/MAINT.	Replaces 88.2.02
98-2-38R	Rental Rehabilitation Program SOP	11.4.98	SECTION 8	Rescinded 88.2.03
98-2-39R	Initial Certification of Housing Eligibility SOP	11.4.98	Section 8	Rescinded 88.2.05
98-2-40R	Implementation of Preference Rule SOP	11.4.98	Section 8	Rescinded 88.2.06
98-2-41	Resident's Appliances	11.4.98	PHO/MAINT.	Replaces 88.2.08
98-2-42R	Claims for Damages	11.4.98	Section 8	Rescinded 88.2.10
98-2-43	Recovery of Monies due HACH	11.4.98	Section 8	Replaces 88.2.12
98-2-44R	Denial or Termination of Assistance	11.4.98	Section 8	Rescinds 89.2.01
98-2-45	Tenant Account Data Entry	11.4.98	PHO	Replaces 89.2.03
98-2-46	Home Visit Log	11.4.98	PHO	Replaces 89.2.03
98-2-47R	Proposed Evictions SOP	11.4.98	Section 8	Rescinded 90.2.02
98-2-48	Initial Certification for Moderate Rehabilitation	11.4.98	Section 8	Replaces 90.2.03
98-2-49	Vehicle Use Procedures	11.4.98	Exec.	Replaces 90.1.08
98-2-50	Housing Quality Standards (HQS) Inspections	11.4.98	Section 8	Replaces 90.2.11
98-2-51	File Maintenance	11.4.98	Section 8	Replaces 90.2.13
98-2-52R	Eligibility and Outreach	11.4.98	Section 8	Rescinded 90.2.12
98-2-53R	Tenant Assignment Voucher and Certificate	11.4.98	Section 8	Rescinded 91.2.01
98-2-54	Interim Re-Examinations	11.4.98	Section 8	Replaces 91.2.02
98-2-55	Recurring HAP Audit Tests	11.4.98	Exec.	Replaces 91.2.03
98-1-56	Requisition Approval for Budget Availability	11.4.98	Finance	Replaces 91.1.05
98-2-57	Rent Adjustment for Housing Authority of the City of Houston Owned U.S. Dept. of Housing and Urban Dev. Subsidized Properties	11.4.98	PHO	Replaces 92.2.02
98-2-58	Monitoring Program Performance Quality Control Audits	11.4.98	Section 8	Replaces 92.2.03
98-2-59	Section 8 Portability	11.4.98	Section 8	Replaces 92.2.04
98-2-60R	Semi-Annual Confirmation of Funding Agencies Balance	11.4.98	Finance	Rescinded 92.2.05
98-2-61	Vacancy Loss Claim	11.4.98	PHO	Replaces 92.2.06
	Tenant Charges Preparation and			

98-2-62	Supervisory Review	11.4.98	PHO/Maint.	Replaces 92.2.07
98-2-63	Annual Review of the HACH Schedule of Tenant Charges and Sales	11.4.08	PHO/Maint.	Replaces 92.2.08
98-2-64	Tenant Sales and Charges	11.4.98	PHO/Maint.	Replaces 92.2.09
98-2-65	Tenant Cash Receipts Reconciliation	11.4.98	Finance	Replaces 92.2.10
98-2-66	Monetary Adjustments	11.4.98	Finance	Amendment 92.2.11
98-2-67	Tenant Collections	11.4.98	Finance	Replaces 92.2.12
98-2-68	Bank Charges and Bank Credits	11.4.98	PHO	Replaces 92.2.14
98-2-69	Interim Changes	11.4.98	PHO	Replaces 92.2.15
98-2-70	Offers, Leasing Apartments and Initial Review	9.15.92	PHO	Replaces 92.2.16
98-2-71	Eligibility Requirements, Application Procedure and Waiting List	11.4.98	Section 8	Replaces 92.2.17
98-1-72	Mainframe Computer Audit Trails-Tracking & Reviewing	11.4.98	Exec.	Replaces 92.1.19
98-2-73	Comparability Studies	11.4.98	Exec.	Replaces 92.2.20
98-2-74	Subsidy Payment Worksheet	11.4.98	Section 8	Replaces 93.2.01
98-1-75	Petty Cash Funds	11.4.98	Finance	Replaces 93.1.02
98-2-76	Vendor Information Processing	11.4.98	Section 8	Replaces 93.2.03
98-1-77	Telephone Usage Procedures	11.4.98	Executive	Replaces 93.1.04
98-2-78	Rent Collection Procedure	11.4.98	PHO	Replaces 93.2.05
98-2-79	Managing Tenant Rent Collections and Security Deposits	11.4.98	PHO	Replaces 93.2.06
98-2-80	Policy and Procedure for Collecting Delinquent Accounts	11.4.98	PHO	Replaces 93.2.07
98-2-81	Vandalism	11.4.98	Maint.	Replaces 93.2.09
98-2-82	Housing Quality Standards (HQS) Inspections	11.4.98	Maint.	Replaces 93.2.10
98-2-83	Procurement Files	11.4.98	Purchasing	Replaces 93.2.12
98-1-84	HACH Training Room Procedures	11.4.98	ISM	
98-1-85	Flextime Hours and Work Schedule	11.4.98	HR	
98-1-86	Reporting and Processing Damage to and Loss of HACH Property	11.4.98	Legal	
98-2-87	Civic Association Fee Processing	11.4.98	PHO	
98-2-88	File Organizational Checklist	11.4.98	PHO	Replaced by 97.2.02
98-1-89	Travel Guidelines and Procedures	11.4.98	Exec.	Replaces 89.1.04
98-1-90	Use of the Standard Operating Procedure Form	11.4.98	Exec.	Replaces 86.1.01
98-1-91	Rent Calculations	11.4.98	PHO	Replaces 92.2.13
99-1-01	HACH Fixed Assets Inventory Control	4.19.99	Purchasing	
99-2-02	Installation of Satellite Dishes	5.25.99	PHO	
99-2-03	Lead Based Paint Notification	6.16.99	Section 8	
99-2-04	Annual Rent Increase Adjustment	9.9.99	Section 8	
99-2-05	Rent Reasonableness Survey	12.22.99	Section 8	
01-1-01	Travel Guidelines & Procedures	6.1.02	Admin.	Replaces 98.1.89
01-1-02	Fixed Assets		Admin.	Replaces 99.1.01
01-2-03	Moderate Rehab Contracts	5.24.01	Admin/Section 8	
01-2-04	Moderate Rehabilitation Contracts	4.30.01	Admin/S8	
01-2-05	File Purging	7.2.01	Section 8	
01-01-07	Receiving of Incoming & Outgoing Packaging and/or Documents Procedures	10.9.01	Purchasing	
			Public	

01-02-08	Repayment Agreements	10.11.01	Housing	
01-2-09	Security Deposits	10.15.00	PHO	
02-1-01	Waiting List Selection	7.01.02	Exec.	
02-1-02	Access to HACH Premises by Employees Terminated for Cause	8.29.02	HR&DT	
02-1-03	Housing Authority of the City of Houston System Usage Procedures	9.19.02	ISM	
02-1-04	Computer Acquisition Procedures	9.19.02	ISM	
02-1-05	Internet Security Policy	9.19.02	ISM	
02-1-06	Hardware Inventory Procedures	9.19.02	ISM	
02-1-07	Voice-mail Procedures	9.19.02	ISM	
02-1-08	Virus Prevention Procedures	9.19.02	ISM	
02-1-09	Pages and Cellular Telephone Procedures	9.19.02	ISM	
02-1-10	Software Installation Procedures	9.19.02	ISM	
02-2-12	Earned Income Disregard	10.10.02	PHO	
02-2-13	Tenant File Quality Control Review Policy	12.17.02	PHO	
03-1-01	Temporary Worker Requisition	Pending	HR&DT	
03-1-02	Administration Professional Code of Ethics & Executive Office Protocol	3.3.03	HR&TD	
03-2-03	Community Service Implementation Procedures	8.1.03	HR&TD	
03-2-04	The Quality Control Process for Section 8 Tenant Files	6.20.03	Section 8	
03-2-05	Procedure for Receiving, Documenting, Reviewing and Approving Request for a Higher Utility Allowances as a Reasonable Accommodation in the Section 8 Housing Choice Voucher Program	8.8.03	Section 8	
03-2-06	Tenant Rent Calculation Procedures	5.1.03	Section 8	
03-2-07	Procedure for Criminal Background Checks	10.14.03	PHO/S8	
03-2-08	Intake and Leasing Procedure	12.1.02	Section 8	
03-2-09	Interim Recertification Procedure	6.26.03	Section 8	Replaces 98.2.71
03-2-10	Moving with Continued Section 8 Assistance	6.26.03	Section 8	
03-2-11	Rent Increase Procedure	6.26.03	Section 8	Replaces 99.2.04
03-2-12	Change in Property Ownership	4.1.02	Section 8	Replaces 98.2.76
03-2-13	Informal Review/Hearing Procedure	6.26.03	Section 8	
03-2-14	Vacancy Claims	6.18.03	Section 8	
03-2-15	Rent Adjustments-Section 8 Mod Rehab	6.18.03	Section 8	Replaces 01.02.03
03-2-16	Contract Renewal-Section 8 Mod Rehab	5.1.03	Section 8	Replaces 01.02.04
03-2-17	Portability Procedures-Port-Out Billable	6.26.03	Section 8	Replaces 98.2.59
03-2-18	Rent Reasonableness Policy	10.01.02	Section 8	Replaces 99.2.05
03-2-19	Termination of Housing Assistance	3.14.03	Section 8	
03-2-20	Cancellation of Request for Tenancy (RTA) Procedure	9.20.02	Section 8	
03-2-21	Annual Inspection Procedures-Inspector Field Process	3.4.03	Section 8	Replaces 98.2.50
03-2-22	Rent Abatement Of Rental Assistance	3.5.03	Section 8	
03-2-23	Emergency Complaint and Emergency Fail Procedures	5.24.03	Section 8	
03-2-24	Lead Paint Inspections	2.26.03	Section 8	

03-2-25	Telephone and Voice Mail Procedures	10.10.03	Section 8	
03-2-26	Tenant Rent Calculation Procedures	5.1.03	Section 8	
03-2-27	Procedure for Receiving, Documenting, Reviewing and Approving Request for Higher Utility Allowances as a Reasonable Accommodation	8.23.03	Section 8	
03-2-28	Annual Recertification Procedures for the Section 8 Program	12.1.02	Section 8	
03-2-29	The Quality Control Process for Tenant Files-The Role of the Quality Control Specialist in the Quality Control Process	06.20.03	Section 8	
04-1-01	Texas Exempt License Plates and Titles	02.04.04	Admin/Purch	
04-2-02	Community Service Implementation Procedures	02.16.04	PHO	Replaces 03.02.03
04-02-03	Sex Offender Ineligibility at HACH Properties	04.07.04	PHO	
04-02-04	Rent Reasonableness Policy	04.01.04	Section 8	Replaces 03.02.18
04-02-05	Zero Income Reporting Procedure	05.21.04	Section 8	
04-02-06	Processing Terminations for Tenants	06.01.04	Section 8	Replaces 03.02.19
04-02-07	Annual Inspection Procedures-Inspector Field Process	06.01.04	Section 8	Replaces 03.02.21
04-02-08	Rent Abatement of Rental Assistance	06.01.04	Section 8	Replaces 03.02.22
04-02-09	Telephone and Voice Mail Procedures	07.07.04	Section 8	Replaces 03.02.25
04-02-10	Policy and Procedures for Criminal Background Checks	11.16.04	PHO and Section 8	Replaces 10.14.03
04-02-11	File Organization for all Properties		PHO	Replaces 98.2.88
05-02-01	Rent Abatement of Rental Assistance	01.14.05	Section 8	Replaces 04.02.08
05-02-02	Determination of Adjusted Income	02.01.05	Section 8	
05-02-03	Annual Section 8 HQS Inspections	06.01.05	Section 8	Replaces 04.02.07
05-02-04	Quality Control Inspection Procedures	05.02.05	Section 8	
05-02-05	Emergency HQS Inspections	06.01.05	Section 8	Replaces 04.02.07
05-02-06	Portability Procedures-Port-In	06.30.05	Section 8	
05-02-07	Portability Procedures-Port-Out	06.30.05	Section 8	Replaces 03.02.17
05-02-08	Fraud Recovery Procedures	10.31.05	PHO and S8	
05-02-09	Repayment Agreement Procedures	05.02.09	PHO and S8	Replaces 01.2.08 Replaces 98.2.43
05-02-10	EIV System Use and Security Procedures	08.05.05		
05-02-11	EIV (UIV) Exceed Threshold Procedures	08.05.05	ORC	
05-02-13	Reporting Tenant Information Security Breaches	09.01.15	ORC	
05-02-16	HQS Enforcement Procedures	08.25.05	Section 8	Replaces 03.02.19 Replaces 05.02.01
05-02-17	TANF and Food Stamp Income Verification Procedures	08.25.05	PHO and S8	
05-02-18	TASS Verification Procedures	08.25.05	PHO and S8	
05-02-19	Rent Reasonableness Procedure	10.28.05	Section 8	Replaces 04.02.04
05-02-20	Rent Collection Procedures	12.31.05	PHO	Amendment 98.2.78
	Informal Hearings/Reviews under the			

06-02-01	Section 8 Housing Choice Voucher Program and Moderate Rehabilitation Program.	03.07.06	Section 8	Replaces 03.02.13

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

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

A. Public Housing

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

If yes, list additions to federal requirements below:

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

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

B. Section 8 Tenant-Based Assistance

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

If yes, list additions to federal requirements below:

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

☒ PHA main administrative office
☐ Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

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

A. Capital Fund Activities

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

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public

housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

☒ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name) Attachment C

-or-

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

(2) Optional 5-Year Action Plan

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

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

b. If yes to question a, select one:

☒ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name

- Attachment D

-or-

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

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

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

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

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

Grant # TX24URD0193

1. Development Name: Historic Oaks of Allen Parkway Village
2. Development #: TX24005046
3. Activities pursuant to an approved revitalization plan are completed

1. Development Name: Victory Apartments
2. Development #: TX24005047

3. Activities pursuant to an approved revitalization plan are completed

Grant # TX24URD0197

1. Development Name: Fulton Village Apartments
2. Development #: TX24005048
3. Activities pursuant to an approved revitalization plan are completed

1. Development Name: Historic Rental Initiative
2. Development #: TX24005049
3. Activities pursuant to an approved revitalization plan are completed

1. Development Name: Heatherbrook Apartments
2. Development #: TX24005050
3. Activities pursuant to an approved revitalization plan are completed

1. Development Name: Loan to Purchaser Program
2. Development #: N/A
3. Activities pursuant to an approved revitalization plan are underway

1. Development Name: Fourth Ward Homeownership Program
2. Development #: N/A
3. Activities pursuant to an approved revitalization plan are underway

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

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

☐ Yes ☒ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:
- Replacement Housing Funds will be utilized upon identification of a suitable project.

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]
Applicability of component 8: Section 8 only PHAs are not required to complete this section.

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

2. Activity Description Demolition/Disposition Application for Oxford Place

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

Demolition/Disposition Activity Description
1a. Development name: Oxford 1b. Development (project) number: TX24P005012
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application approved, submitted, or planned for submission: 04/2005
5. Number of units affected: 230 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: August 2005 b. Projected end date of activity: October 2005

Demolition/Disposition Activity Description
1a. Development name: Lincoln Park 1b. Development (project) number: TX24P005011
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: 10/2005
5. Number of units affected: 263 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: September 2006 b. Projected end date of activity: July 2007

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

[24 CFR Part 903.7 9 (i)]

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

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

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

Designation of Public Housing Activity Description
1a. Development name: Historic Oaks of Allen Parkway Village 1b. Development (project) number: TX24P005046
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☒ Submitted, pending approval ☐ Planned application ☐
4. Date this designation approved, submitted, or planned for submission: (07/12/97)
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: 156 7. Coverage of action (select one) ☒ Part of the development ☐ Total development

Designation of Public Housing Activity Description
1a. Development name: Bellerive 1b. Development (project) number: TX24P005045
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐ Planned application ☒

form **HUD 50075** (03/2003)

4. Date this designation approved, submitted, or planned for submission: (11/01/04)
5. If approved, will this designation constitute a (select one) ☒ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: 209 7. Coverage of action (select one) ☐ Part of the development ☒ Total development

Designation of Public Housing Activity Description
1a. Development name: Lyerly 1b. Development (project) number: TX24P005044
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐ Planned application ☒
4. Date this designation approved, submitted, or planned for submission: (11/01/04)
5. If approved, will this designation constitute a (select one) ☒ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: 198 7. Coverage of action (select one) ☐ Part of the development ☒ Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

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

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

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

2. Activity Description

☐ Yes ☒ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset

Management Table? If “yes”, skip to component 11. If “No”, complete the Activity Description table below.

Conversion of Public Housing Activity Description
1a. Development name: All Developments 1b. Development (project) number: TX005
2. What is the status of the required assessment? ☐ Assessment underway ☒ Assessment results submitted to HUD ☐ Assessment results approved by HUD (if marked, proceed to next question) ☐ Other (explain below)
3. ☐ Yes ☒ No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) ☐ Conversion Plan in development ☐ Conversion Plan submitted to HUD on: (DD/MM/YYYY) ☐ Conversion Plan approved by HUD on: (DD/MM/YYYY) ☐ Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) ☐ Units addressed in a pending or approved demolition application (date submitted or approved: ☐ Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) ☐ Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) ☐ Requirements no longer applicable: vacancy rates are less than 10 percent ☐ Requirements no longer applicable: site now has less than 300 units ☒ Other: (describe below) **A streamlined conversion Assessment was submitted to HUD in 2000 as part of the FY2001 Annual Plan. A voluntary conversion plan was submitted to HUD during FY2002.**

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

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

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

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

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

2. Activity Description

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

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: **Scattered Sites** 1b. Development (project) number: **TX24 P005019**
2. Federal Program authority: ☐ HOPE I ☒ 5(h) **- Like program** ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☒ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (10/01/2001)
5. Number of units affected: 60 6. Coverage of action: (select one) ☐ Part of the development ☒ Total development

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: **Scattered Sites** 1b. Development (project) number: **TX24P005021**
2. Federal Program authority: ☐ HOPE I ☒ 5(h) **- Like program** ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☒ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: **(10/01/2001)**
5. Number of units affected: **60** 6. Coverage of action: (select one) ☐ Part of the development ☒ Total development

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: **Scattered Sites** 1b. Development (project) number: **TX24P005030**
2. Federal Program authority: ☐ HOPE I ☒ 5(h) **- Like program** ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☒ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: **(10/01/2001)**
5. Number of units affected: **48** 6. Coverage of action: (select one) ☐ Part of the development ☒ Total development

Public Housing Homeownership Activity Description **(Complete one for each development affected)**
1a. Development name: **Scattered Sites** 1b. Development (project) number: **TX24P005031**
2. Federal Program authority: ☐ HOPE I ☒ 5(h) **- Like program** ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☒ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (10/01/2001)
5. Number of units affected: 40 6. Coverage of action: (select one) ☐ Part of the development ☒ Total development

Public Housing Homeownership Activity Description **(Complete one for each development affected)**
1a. Development name: **Fourth Ward New Construction Homeownership Program** 1b. Development (project) number: **TX24P00004/007**
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☒ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☒ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (04/12/2000)
5. Number of units affected: 10 6. Coverage of action: (select one) ☒ Part of the development ☐ Total development

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: **City-Wide Loan-to-Purchaser Homeownership Program** 1b. Development (project) number: **TX24P00004/007**
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☒ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☒ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (04/12/2000)
5. Number of units affected: 189 6. Coverage of action: (select one) ☐ Part of the development ☒ Total development

4TH WARD NEW CONSTRUCTION-HOMEOWNERSHIP PROGRAM

Summary of Plan

The Authority has provided 10 new construction homeownership replacement units within the Fourth Ward/Freedmen's Town. These single family detached homes are constructed on land currently owned or under option by the Authority and sold to eligible purchasers on a fee simple basis. The units target purchasers at 70-80% AMI. The Authority procured a developer/builder to construct these homes, and wrote down the cost of construction to the appraised value of the home. Current assumptions indicate that the average target purchaser, with an income of 75% AMI, will not be able to afford the projected sales price of $82,000 without additional subsidy. Accordingly, the Authority will also provide subordinate second mortgages to these households. Eligible households may also choose to seek down payment assistance through the Homes for Houston program.

CITY WIDE LOAN-TO-PURCHASER HOMEOWNERSHIP PROGRAM

Summary of Plan

Due to the scarcity of affordable land within the Fourth Ward/Freedmen's Town, the Authority determined that the most cost-effective means of providing for-sale units, affordable to low-income purchasers was to form a loan-to-purchaser program. The Authority will provide 189 homeownership replacement units through a loan-to-purchaser program that provides qualified purchasers with subordinate financing for homes that meet specific criteria. Eligible homes under the program are single family attached or detached homes sold on a fee simple basis, located in Fourth Ward/Freedmen's Town or non-impacted neighborhoods in Houston. The program gives first priority to those purchasing homes in the

Fourth Ward/Freedmen's Town, to maximize affordable homeownership opportunities in this emerging new community. The program is available for use with any new construction, rehabilitated, or existing home. The Authority is targeting families at 50-80% AMI for these loans; the average buyer, with an income of 67% AMI will receive a mortgage of $24,262.

Section 5(H) LIKE SCATTERED SITE HOMEOWNERSHIP PROGRAM

Summary of Plan

The Authority, with the help of the U. S. Department of Housing and Urban Development (HUD) formed an innovative program to enable residents of Public Housing to become homeowners. The Authority's Homeownership Program was developed in 1994 utilizing the HUD's Section 5(H) Program. A Section 5(H) application was prepared, approved by the Board of Commissioners and submitted to HUD for approval. The Authority's objective is to offer the 366 scattered site homes as the centerpiece of the 5(H) Homeownership Program. The program calls for the sale of all 366 units to residents of public housing and it also provides the right of first refusal to the current occupant. Many of the program participants face numerous impediments to acquiring and retaining mortgages; therefore, the Authority is operating with the collaboration of nonprofit providers of counseling services. The Authority's Homeownership Program features access to closing cost and down payment assistance and homeownership counseling. After the Authority offers all its units for sale to the current occupants, the remaining homes offered to eligible participants of other Authority programs. Following this action any remaining homes would be offered for sale to families from the general public with incomes at or below 80% of area median income. The Authority application to HUD to continue the Scattered Site Program as a 5(H) (like) Homeownership Program was approved by HUD's Special Applications Center on August 12, 2003 for developments TX005019, TX005021, TX005030, and TX005031 to sell the remaining (249) scattered sites units pending execution of the implementing agreement.

B. Section 8 Tenant Based Assistance

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

2. Program Description:

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

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

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

b. PHA-established eligibility criteria

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

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

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

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

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

If yes, what was the date that agreement was signed?
29/10/1996 AND 20/04/2000

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

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

- ROSS Grant, Public Housing residents affected by the Welfare Reform Act

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

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

☒ Public housing rent determination policies
☒ Public housing admissions policies

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

b. Economic and Social self-sufficiency programs

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

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Family Self-Sufficiency	619	**Specific Criteria**	**PHA Main office**	**Section 8 Residents**
ROSS	100	**Participant Application, PHA outreach, Management Referral**	**Development sites and the Authority's Resource Facility adjacent to HOAPV at 815 Crosby, Houston, Texas 77019**	Public Housing

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2006 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	0	0
Section 8	619	402 (06/01/05)

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

C. Welfare Benefit Reductions

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

☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
☒ Informing residents of new policy on admission and reexamination
☒ Actively notifying residents of new policy at times in addition to admission and reexamination.
☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
☒ Establishing a protocol for exchange of information with all appropriate TANF agencies
☐ Other: (list below)

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

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

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

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

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

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

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

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

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

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

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

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

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

C. Coordination between PHA and the police

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

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

2. Which developments are most affected? (list below)
   - All Houston Housing Authority public housing properties

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2005 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

☐ Yes ☒ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
☐ Yes ☒ No: Has the PHA included the PHDEP Plan for FY 2005 in this PHA Plan?
☐ Yes ☒ No: This PHDEP Plan is an Attachment. (Attachment Filename: ___)

N/A – HUD discontinued the PHDEP Program

14. PET POLICY
[24 CFR Part 903.7 9 (n)]

PET POLICY

ADOPTED August 2001

Introduction

The Houston Housing Authority (the Authority) is responsible for providing decent, safe, and sanitary housing for all public housing residents. Pet ownership poses several challenges to the mission. The intent of the Pet Policy is to provide opportunities for pet ownership, maintain the decent, safe, and sanitary environment, and allow pets to contribute to the enjoyment of all residents in public housing. The Authority believes that responsible pet ownership should not infringe on the rights of Authority residents to enjoy peaceful and healthy living conditions. Pets have the right to be lovingly cared for, and owners must take responsibility for the health and safety of pets and the Authority community. The Authority hopes that the joys of pet ownership contribute to enjoyment of life in the Authority's developments for those residents that take this step responsibly.

Purpose

The purpose of this policy is to set forth the Authority's policy regarding pet ownership for residents in the public housing program. This policy is based on guidance contained in HUD's proposed rule dated June 23rd, 1999, and the final rule dated July 20, 2000. This policy complies with regulatory requirements and guidelines the Quality Housing and Work Responsibility Act of 1998 (QHWRA).

Applicability

Provisions of this policy apply to all Authority Public Housing units except under the following conditions:

1. This policy does not apply to trained animals that assist persons with disabilities. The Authority is not applying or enforcing any policies established under this policy against trained animals that are necessary as reasonably accommodation to persons with disabilities. This exclusion applies to both trained animals that reside in public

housing, as that term is used in 24 CFR, Sec. 960.703, and trained animals that visit these projects.

2. The Authority does not, by implementation of this policy, intend to limit or impair the rights of persons with disabilities.

3. The Authority reserves the right to regulate trained animals that assist persons with disabilities, under Federal, State, or local law.

The Provisions of this Pet Policy are incorporated by reference into every lease of any resident living in low rent public housing or Section 8 New Construction housing.

Pet Ownership Conditions

Authority residents of a dwelling unit in public housing, and Section 8 New Construction housing, may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the following reasonable owner requirements and responsibilities.

Pet Application and Registration requirements - Prior to obtaining a pet, potential owners are encouraged to complete a Pet Application/Registration Form to notify the Authority of their intent to obtain a pet. This is providing the resident and the Authority an opportunity to review the suitableness of the pet being considered, and prevent the likelihood of expenses being paid for a pet that the Authority has determined unsuitable for the subject unit/development. At that time the Authority can estimate the pet deposit and non-refundable pet fee amounts, and provide information regarding pet ownership.

Pet owners are required to complete a Houston Housing Authority Pet Ownership Application and Registration Form, and pay, or make arrangements to pay pet deposit(s) and fee(s) before bringing a pet into their unit. The Authority pet deposit, non-refundable pet fee and copies of vaccination and certifications required by law must be submitted at the time of filing of the application. Failure to comply with this provision is a violation of the lease. The Authority will review and make a determination regarding the application within 30 days of receipt. If the Authority determines that the pet is not suitable for the type size, and location of the unit, the pet will not be permitted in the public housing development or unit. *The Authority will not be responsible for any cost incurred in purchasing, licensing, or otherwise preparing the pet for occupancy.*

Owners must certify compliance with all applicable State and local public health, animal control, and animal anti-cruelty laws and regulations: Owners may not acquire, or have a pet prohibited by law.

Owners must certify that they will abide by Houston Housing Authority policy, rules, and regulations with regard to ownership of pets as a condition of conformity with their lease.

In compliance with 24 CFR Sec. 960.707, the Authority has established the following reasonable requirements:

I. Non Refundable Fee

The Public Housing resident pet owner shall pay a non-refundable nominal fee to cover the reasonable operating costs to the project relating to the presence of pets. The annual unit inspection will note damages and or deterioration to the unit, or development, that appear to be caused by the presence of the pet(s). The Authority will notify the tenant of the charges that will be deducted for the cost of the repair. Once the repair is completed the resident will be asked to replenish the fee within 30 days including any additional costs that exceeds the amount of the non-refundable fee. The non-refundable fee amounts are listed in the pet categories and deposits table. According to applicable HUD Regulations, 4350.3 section 4-14, new construction Section 8 program residents (Telephone Road and Long Drive Apts.) may not be charged a non-refundable pet deposit. *

II. Refundable Pet Deposit

A. Public Housing Residents:

The pet owner shall pay a refundable pet deposit to cover additional pet related costs not otherwise covered. This deposit will be used upon vacancy of the unit only. The non-refundable deposit will be applied to the charges first, followed by the refundable amounts. If a portion of the refundable deposit remains following the handling of pet related charges it will be credited to the residents account for final settlement with any other outstanding charges. The pet deposit amounts are listed in the pet categories and deposits table.

B. New Construction Section 8 Residents:

The pet owner shall pay a refundable pet deposit to cover pet related costs.

C. Refund of Pet Deposit

Once submitted the Authority will deposit the pet owner's pet deposit in an escrow account. When the owner vacates the Authority, the Authority will refund the unused portion of the deposit, plus any accrued interest, to the owner-resident within a reasonable time after the resident moves from the project or no longer owns or has a pet present in the dwelling unit of such resident.

III. Pet Categories and Deposits

Pet Category	Conditions	Refundable Deposit	Non-Refundable Fee
1. Dogs and Cats	One pet maximum weighing no more than 35 lbs., maximum adult weight. No provisions for litters. Pets should be spayed or neutered.	$100	$100
2. Birds	Number as appropriate for cage size.	$25*	$25*
3. Fish	Maximum tank size of 24" in length, width, or height. Number as appropriate for tank size.	$25*	$25*

4. Other	**Considered on a case-by-case basis, upon written approval of the Authority.**	**Per Authority determination**	**Per Authority determination**
5. Small - domesticated rodent, i.e., hamster	**One pet maximum. Must reside in a cage**	**$25***	**$25***

***These fees and deposits are per unit. It does not apply to each pet in these categories. Limit 1 cage or 1 tank per unit. Items 2, 3, and 5 above do not apply to Telephone Road Apartments.**

IV. Restrictions

The Authority prohibits animals that are classified as dangerous. Some animals become dangerous based on certain factors, including the size and weight of animals. The Authority reserves the right to deny ownership of prohibited animals if the animal can be expected to *become dangerous or to exceed established weight limits* at any time in its normal lifetime. The Authority will consider this on a case-by-case basis, since there are to many variables to consider individually by policy.

The Authority may restrict or prohibit pets not confined to tanks or cages from units/developments that are over occupied, or determined to have insufficient living space for the family and pet. Residents are to comply with all leash laws imposed by the local jurisdiction, and are responsible for immediately removing any pet droppings. Walking of pets without proper equipment to clean up after the pet will be considered a lease violation.

In some cases, the Authority may be aware of environmental allergies, or pet allergies of residents in or around the unit of a resident that has applied for pet ownership. If necessary, the Authority may provisionally grant, or deny, ownership of the requested pet if it is determined it poses a threat to the accommodations made to any resident. The Authority will consider this on a case-by-case basis, since there are to many variables to consider individually by policy.

Where appropriate to local conditions and in consultation with each site's Resident Council, the Authority can institute pet free areas in addition to lobbies, laundry rooms, and other common areas, where pets will not be allowed.

V. Pet Kind, Number and Size

A. Residents shall only be allowed to keep a common household pet, which is defined as a dog, cat, bird, fish or small-domesticated rodent such as a hamster.

B. Only one pet per apartment will be allowed except for fish, or birds that are limited to the number that can be adequately accommodated by a single aquarium or birdcage not exceeding the size described below.

C. No cat or dog shall exceed 20” in length (excluding tail) or weigh more than 35 pounds, except for specially trained dogs used by the handicapped.

D. No aquarium shall exceed 24" in length, width, or height. The number or size of fish kept therein shall not exceed that which the aquarium can adequately accommodate.

E. No cage for a bird shall exceed 36” in height, width, or depth, or 24” in diameter. No more than two birds will be allowed per dwelling rental unit.

F. No cage for a small-domesticated rodent shall exceed 18” in height, width, depth, or diameter.

G. No reptiles or amphibians will be permitted.

VI. Pet Application/Registration and Pet Security

A. All pets must be registered with the Housing Authority Manager before the pet is brought to reside on the premises. Pets will be allowed in the unit only after the tenant has presented a fully completed Housing Authority application/ registration form to the Manager and the Manager has approved the application. The resident must update the pet registration form at least once each year at the same time the resident's annual recertification is completed. Only a pet owned by the resident may be registered and no visitor’s pets will be allowed on the premises, with the exception of specially trained dogs used by the handicapped.

B. All female dogs and cats over six months old must be spayed and all male dogs and cats over eight months old must by neutered before the Housing Authority will consider approval of such dog or cat to be in the unit, unless a letter is received from a licensed veterinarian giving a medical reason why such operation is detrimental to the pet’s health. If at the time of the application/registration the dog or cat is too young to be spayed or neutered, then the resident must agree to have the pet spayed or neutered within two weeks after the pet attains the prescribed age, unless a letter is received from a licensed veterinarian giving a medical reason why such operations is detrimental to the pet’s health.

C. The Housing Authority may refuse to approve a pet if it is not a common household pet as defined in Section V above, if the keeping of the pet will violate any of the Pet Policy provisions, if the presence of the pet will constitute a serious threat to the health of any other resident of the complex, if the resident fails to satisfy all of the requirements of the pet registration form, or if the resident fails to update the pet registration at the time of the resident's annual recertification.

D. The Housing Authority shall notify the resident if the Housing Authority refuses to approve a pet. The notice shall state the basis for the Authority’s refusal and such notice may be combined with a notice of violation of the Pet Policy. Any such notice may be mailed to the resident (First class or Certified), hand delivered to an adult in the resident's apartment, or if no adult answers the door of the resident's apartment, by placing the notice under the door, if possible, or by attaching the notice to the resident's door.

E. If the Housing Authority approves the pet(s), a precondition to bring the pet(s) upon the premises will be the payments of the pet deposits in the amounts specified in Section III above. The pet refundable deposit shall be returned only upon the resident's notification in writing to cancel his/her pet registration, and after the Manager verifies by visual inspection of the apartment, that the pet has in fact been removed from the premises without having caused any damages.

VII. Vaccinations, Licensing and Compliance with Animal Laws

A. Every dog and cat must be immunized against rabies by a veterinarian licensed in the State of Texas before it is brought upon the premises. Each resident owning a dog or cat shall procure a rabies vaccination certificate from the veterinarians administering the vaccine, and keep the certificate in his/her possession at all times. While on the premises, each dog and cat shall continue to be immunized against rabies by a licensed veterinarian at lease once during any twelve-month period of time. The resident shall produce proof of the latest vaccination of the dog or cat upon request by the Manager.

B. All dogs must be licensed by the City Health Office of Houston before it is brought upon the premises, and such license shall be renewed each year before it expires. A dog must wear a current license tag at all times in a conspicuous place on its collar.

C. Residents shall comply with and not violate all other rules, regulations and laws promulgated by the City of Houston, Harris County or State of Texas regarding the ownership of dogs, cats or other pets allowed to be kept on the premises.

VIII. Pet Sanitation

A. Residents shall not permit his/her dog or cat to deposit waste on any Housing Authority premises. The dog or cat must be removed from the Housing Authority premises in order to permit the pet to deposit waste.

B. If a cat or dog is trained to use a litter box the resident shall allow the pet to deposit waste in the litter box located only within the resident’s apartment. The resident shall separate waste from litter box at least once each day and shall change the litter box material at least twice each week.

C. A cage housing a bird or small-domesticated rodent shall have its floor covered with appropriate absorbent litter or absorbent paper. The resident shall change the litter or paper at least twice each week.

D. An aquarium shall be regularly cleaned and have its water changed as necessary to prevent offensive odors.

E. Residents shall dispose of all pet waste and liter by wrapping it in paper or other combustible, material, placing it in a leak-proof plastic bag with any

other garbage and disposing of the plastic bag in the garbage receptacle nearest the resident's apartment or placing a plastic bag for garbage pick up in accordance with the normal garbage pick up rules of the apartment complex.

F. The Housing Authority may impose a pet waste removal charge for any resident's failure to dispose of pet waste in accordance with these rules.

G. Residents shall regularly clean or bathe their pets or take such other measures as are necessary to prevent the pet, its eating place, and sleeping place from producing offensive odors.

H. Residents shall regularly treat the pet and take such other measures as are necessary to prevent lice, ticks, fleas, mites or other parasite infestations.

I. If a pet becomes ill the resident shall provide appropriate veterinarian care. Further, the resident shall take measures to assure that other pets are not affected by his/her pet's illness, which may require removal of the ill pet from the premises.

IX. Pet Caging, Leashing and Control

A. Residents shall keep all pets under restraint while on Housing Authority premises. Under restraint means:

(1) For birds or small-domesticated rodents, securely caged at all times.

(2) For dogs and cats, securely caged or confined to the resident's apartment or fenced backyard in the case of a scattered sites home, or secured by a leash of not more than ten feet in length and of sufficient strength to control the cat or dog, except that if a specially trained dog is used by a handicapped person, then the leashing apparatus recommended by the appropriate handicapped agency shall be acceptable.

(3) For fish, in a covered aquarium.

(4) When a dog is in a place of public assembly, under restraint also means that the dog must be effectively and securely muzzled in order to prevent the dog from biting.

B. No dog or cat shall be left unattended in an apartment for a period longer than eight hours. No bird or small-domesticated rodent shall be left unattended in an apartment for a period longer than 48 hours. No fish shall be left unattended in an apartment for a period longer than 75 hours.

C. Residents shall control the noise from his/her pet so that it does not cause other pets to make noise or disturb other resident's peaceful enjoyment of the premises.

D. Resident shall timely and properly secure the pet(s) so that the pet(s) do not interfere with Authority staff carrying out their duties and responsibilities within the unit or in the premises' common area.

E. No dog or cat shall be allowed outside unattended nor shall reside outside the unit or in common areas.

X. Restricted Pet Areas

A. Pets are barred from lobbies, laundry rooms, kitchens and other social common areas.

B. Pets are barred from specifically designated "Pet Free" areas.

XI. Nuisance, Threat to Health or Safety, and Emergencies

A. Notwithstanding anything to the contrary within the provisions of the Pet Policy, the Housing Authority or any appropriate community authority has the right to require the resident to remove any pet from the complex if the pet's conduct or condition is duly determined to constitute, under the provisions of the State or Local Law, a nuisance or a threat to the health or safety of other occupants of the complex or of other persons in the community where the apartment complex is located. Upon receipt of notice by the resident that his pet is a nuisance, the resident will immediately remove the pet from the premises, but in no event shall such removal exceed 72 hours from the time the resident received the notice. If the resident fails to remove the pet within the given time period, the Housing Authority may remove the pet by whatever means necessary.

B. If the pet exhibits behavior that constitutes an immediate threat to health, or safety, the Housing Authority may contact the appropriate State of Local authority (or designated agent of such an authority) to take appropriate action. Nothing within the provisions of this Pet Policy shall preclude the State of Texas Local authority from immediately removing the pet from the premises of the complex under such emergency conditions.

XII. Specifically Prohibited Pets

A. Dogs that are not allowed: (except those specifically identified or trained animals)

(1) German Shepherd

(2) Doberman Pincher

(3) Chow

(4) Pit Bulls

(5) No dog that weighs over 35 lbs.

B. Reptiles of any kind are prohibited.

C. Exotic cats that are not allowed:

(1) Lions

(2) Tigers

(3) Panthers

D. Other animals prohibited:

(1) Pot Belly Pigs

(2) Farm Animals

(3) Outdoor Pets

(4) Non Domestic animals such as skunks and raccoons

XIII. Violation of Pet Policy Rules

A. If a resident violates any of the provisions of this Pet Policy, such violation shall be grounds for the Housing Authority taking any one or more of the following actions:

(1) Requiring immediate removal of the pet from the complex premises.

(2) Forfeiting of the resident's right to have another pet in the future.

(3) Charging a fee to the resident for pet removal, pet caused damages, or pet caused clean up of the unit(s) or common areas.

(4) Termination of the resident's Dwelling Lease in accordance with State or Local laws and applicable Federal regulations.

B. The Manager shall notify the resident of any violation by written notice mailed to the resident (First Class or Certified), delivered to any adult in the residents' apartment, or if no adult answers the door, by placing the notice under the door, if possible, or attaching the notice to the door. Regardless of the action taken by the Housing Authority against the resident because of his/her violation of the Pet Policy, the resident shall still take immediate measures to cure the violation.

15. Civil Rights Certifications
[24 CFR Part 903.7 9 (o)]

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

16. Fiscal Audit
[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U S.C. 1437c(h))? (If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☒ Yes ☐ No: Were there any findings as the result of that audit?
4. ☒ Yes ☐ No: If there were any findings, do any remain unresolved? If yes, how many unresolved findings remain? 1
5. ☒ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD? If not, when are they due (state below)?

17. PHA Asset Management
[24 CFR Part 903.7 9 (q)]

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

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

2. What types of asset management activities will the PHA undertake? (select all that apply)
☐ Not applicable
☒ Private management
☒ Development-based accounting
☒ Comprehensive stock assessment
☐ Other: (list below)

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

18. Other Information
[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

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

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

☐ Attached at Attachment (File name)

☐ Provided below:

RESIDENT ADVISORY BOARD		
NAME	**Program/ Development**	**ADDRESS**
Dawn Thorne	Bellerive	7225 Bellerive #319, Houston, TX 77036
Ruth Love	Clayton Homes	1919 Runnells #78, Houston, TX 77003
Diane Sheffield	Cuney Homes	3300 Alabama #2C, Houston, TX 77004
Venus Rodriguez	Fulton Village	3300 Elser Street, Houston, TX 77009
Chandra Derrow	Historic Oaks of Allen Pkwy. Village	1403 Bluebonnet Place Circle, Houston, TX 77019
Shelia Smith	Irvinton Village	2901 Fulton #432, Houston, TX 77009
Dorothy Davis	Kelly Village	1026 Sydnor, Houston, TX 77020
Charlie Stephens	Lincoln Park	790 W. Little York, #2301, Houston, TX 77091
Charlie P. Jackson	Long Drive	6767 Long Drive
Maggie Bess	Oxford Place	605 Berry Road, #215, Houston, TX 77022
David Barnett	Section 8	1414 Congress, Apt. 201, Houston, TX 77002
Lillian Diggs	Section 8	10181 Windmill Lakes, #923, Houston, TX 77075
Saphorina Jones	Section 8	1311 Northborough #1106, Houston, TX 77067
Mary Clay	Telephone Road	6000 Telephone Road, #314, Houston, TX 77087

RESIDENT ADVISORY BOARD MEETINGS

RAB Meeting #1
April 20, 2006

The Houston Housing Authority conducted its first residential Advisory Board (RAB) Meeting to develop the FY 2007 Annual and the FY 2007 through FY 2011 Five Year Plan. This meeting was held to review the contents of the existing plan as a foundation and starting point for discussion regarding revisions needed to the FY 2006 Plan.

Mr. John Murphy opened the meeting at 10:30 and welcomed the RAB members. Mr. Murphy provided the membership an overview of the purpose of the Annual Plan and the RAB Meetings. Also, Mr. Murphy provided a review of the FY 2006 Plan and the contents.

Adrian Duran provided an overview of the 2006 Administrative Plan and briefly discussed proposed changes for the 2007 Plan. An overview of the FSS Program was provided by

Adrian Duran and included a discussion on partial disbursements for entrepreneurial activities.

Jay Patel provided an update and overview of the Authority's development and modernization activities that are currently in process.

The meeting concluded at 2:00 pm following a discussion of the topics previously covered.

RAB Meeting #2
May 18, 2006

The Resident Advisory Board members received a welcome and introductions from John Murphy and a brief overview for the Plan and the purpose of the meetings.

Charlotte Grimes and Evette Hester provided an overview and discussion of the Public Housing Admission and Continued Occupancy Policy (ACOP).

The RAB members offered insight into the following:

1. Community Service requirements,
2. Attorneys fees charged to evicted tenants,
3. Revisit the Public Housing policy for change in family composition of adult children re-entering public housing,

John Murphy provided an overview of proposed changes to the Section 8 Administrative Plan. Topics covered include Special Admissions, Oxford relocation, Section 8 Homeownership Plan, the timing of follow-up Housing Quality Standards Inspections, and the Section 8 voucher tolling.

The meeting concluded at 1:30 pm following a lunch discussion of the topics previously covered.

RAB Meeting
Correction of Annual Plan Deficiencies
November 30, 2006

John Murphy, Director of Office of Regulatory Compliance, provided the welcome and introductions for the Resident Advisory Board Members. He also presented a brief overview of the purpose of the meeting and an overview of the Annual Plan regarding responsibilities, reporting methods, and current status. As a result of HUD comments, the Capital Fund Program Statements (Tabs C, D, and E) were presented and discussed. Other discussion points included admission preferences for both Public Housing and Section 8, and Public Housing flat rents.

The RAB provided comments on the following topics:

1. The labor rate for tenant charges;
2. Enforcement of the pet policy regarding dangerous dogs; and
3. Income Tiers in regard to changes in tenant income.

The meeting concluded at 1:30 p.m. following a lunch discussion of various topics.

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

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

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

☐ Other: (list below)

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

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

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

3. Description of Resident Election Process

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

☐ Candidates were nominated by resident and assisted family organizations
☐ Candidates could be nominated by any adult recipient of PHA assistance
☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
☐ Other: (describe)

b. Eligible candidates: (select one)

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

c. Eligible voters: (select all that apply)

☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
☐ Representatives of all PHA resident and assisted family organizations

☐ Other (list)

C. Statement of Consistency with the Consolidated Plan

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

1. Consolidated Plan jurisdiction: (provide name here)

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

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

☐ Other: (list below)

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

D. Other Information Required by HUD

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

1. <u>Definition of "Substantial Deviation" and "Significant Amendment or Modification</u>

Pursuant to the Agency Plan Rule requirement in 24 CFR 903.7 that agency plans contain a locally derived definition of "substantial deviation" and "significant amendment or modification," the Authority's locally derived definition is as follows:

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

2. <u>Resident Participation Funds</u>. HUD requires language be presented in the Annual Plan regarding disputes in the disposition of Resident Participation Funds. If a funding dispute regarding activities or the disposition of Resident Participation Funds arises between the Authority and the resident organization, the Authority will use the disputed amounts for resident activities to include, but not limited to,

a. resident education activities related to HUD policies and procedures;
b. resident outreach and promotional activities;

c. Commissioners training;
d. RC training;
e. RAB training;
f. household training;
g. communication;
h. orientation and responsibilities for new and existing residents; and
i. planning functions for such items as the Public Housing Agency Plan, revitalization, safety and security, property management and maintenance, and capital improvements.

HOUSTON HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

A.C.O.P.

Revised December 1, 2006

Table of Contents

I. GENERAL STATEMENT OF POLICIES AND OBJECTIVES 5
A. INTRODUCTION 5
B. PURPOSE 5
C. ADDITIONAL HOUSING AUTHORITY POLICIES 5
D. FAIR HOUSING POLICY 6
E. PRIVACY RIGHTS 10

II. ELIGIBILITY FOR ADMISSION 10
A. INTRODUCTION 10
B. QUALIFICATION FOR ADMISSION 11
C. FAMILY COMPOSITION 12
D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS: 13
E. SCREENING FOR SUITABILITY 15
F. INELIGIBILITY FOR ADMISSIONS AND CONTINUED OCCUPANCY 16
G. ADMISSION OF PERSONS WITH DISABILITIES AND REASONABLE ACCOMMODATION 21
H. FAMILIES IN OCCUPANCY 21

III. APPLYING FOR ADMISSION 22
A. INTRODUCTION 22
B. HOW TO APPLY 22
C. NOTIFICATION OF APPLICANT STATUS 23
D. GROUNDS FOR REFUSAL TO PROCESS APPLICATIONS 23
E. RIGHT TO INFORMAL REVIEW 23
F. COMPLETION OF AN APPLICATION 24
G. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY 26

IV. PREFERENCES AND MAINTAINING THE WAITING LIST 26
A. LOCAL PREFERENCE 26
B. MANAGEMENT OF THE WAITING LIST 33
C. FACTORS THAT AFFECT SELECTION OF APPLICANTS 36
D. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 982.204(c)] 38

V. OCCUPANCY GUIDELINES 38
A. INTRODUCTION 38
B. DETERMINING UNIT SIZE: [24 CFR 982.402] 39
C. CHANGES IN UNIT SIZE: [24CFR 982.403 (a) & (b)] 40
D. ACCESSIBLE UNITS 41
E. FAMILY MOVES 41
F. REMAINING MEMBER OF TENANT FAMILY 41

VI. TENANT SELECTION AND ASSIGNMENT PLAN 42
A. ORIGINATION OF WAITING LIST 42
B. METHOD OF APPLICANT SELECTION 43
C. DWELLING UNITS WITH ACCESSIBLE/ADAPTABLE FEATURES 45

VII. DETERMINATION OF TOTAL TENANT PAYMENT 45
A. INTRODUCTION 45
B. MINIMUM RENT 46
C. INCOME BASED RENT 46
D. CEILING RENTS 46
E. FLAT RENTS 47
F. RENT CHOICE 47

VIII. DETERMINING ANNUAL INCOME, DEDUCTIONS, AND EXCLUSIONS 48
A. ANNUAL INCOME (24 CFR 5.609) 48
B. ANNUAL INCOME EXCLUSIONS [24 CFR § 913.106] 49
C. ANTICIPATED ANNUAL INCOME [24 CFR 913.106 (D)] 53
D. ADJUSTED INCOME [24 CFR 913.102] 53
E. RENT COMPUTATION 55
F. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT 55
G. AVERAGING INCOME 59
H. MINIMUM INCOME 59
I. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME 60
J. REGULAR CONTRIBUTIONS AND GIFTS 60
K. ALIMONY AND CHILD SUPPORT 60
L. LUMP-SUM RECEIPTS 61
M. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS 62
N. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE 62
O. CHILDCARE EXPENSES 62
P. MEDICAL EXPENSES 63
Q. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES 63
R. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS 64
S. EXCESS UTILITY PAYMENTS 65
T. LOSS OR REDUCTION OF WELFARE BENEFITS 65
U. INCOME FROM TRAINING PROGRAMS AND EMPLOYMENT 65
V. SECURITY DEPOSITS 65

IX. RECERTIFICATIONS 66
A. INTRODUCTION 66
B. ELIGIBILITY FOR CONTINUED OCCUPANCY 66
C. ANNUAL RECERTIFICATIONS 67
D. COMMUNITY SERVICE/SELF SUFFICIENCY REQUIREMENT 70
E. TIMELY REPORTING OF INTERIM CHANGES 73

X. TRANSFER POLICY 75
A. GENERAL TRANSFER POLICY 75
B. TYPES OF TRANSFERS 77
C. PROCESSING TRANSFERS 78
D. RECORD REQUIREMENTS FOR TRANSFERS 79
E. COST OF TRANSFER 80

XI. LEASE TERMINATIONS 80
A. INTRODUCTION 80
B. TERMINATION BY TENANT 81
C. TERMINATION BY HOUSTON HOUSING AUTHORITY - PUBLIC HOUSING 81
D. TERMINATION BY HOUSTON HOUSING AUTHORITY – NEW CONSTRUCTION SECTION 8 82
E. RECORD KEEPING 84

XII. GRIEVANCES AND APPEALS 85
A. INTRODUCTION 85
B. APPEALS BY TENANTS 85
C. APPEALS BY APPLICANTS 85

XIII. DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES 86

XIV. HOUSEKEEPING STANDARDS 94
A. AUTHORITY RESPONSIBILITY 94
B. TENANT RESPONSIBILITY 94

Appendix A -- Security Policy of the Houston Housing Authority 105
Appendix B -- Pet Policy 118

HOUSTON HOUSING AUTHORITY
(Formerly known as Housing Authority of the City of Houston – HACH)

ADMISSION AND CONTINUED OCCUPANCY POLICY

(A.C.O.P.)

I. GENERAL STATEMENT OF POLICIES AND OBJECTIVES

A. INTRODUCTION

The U.S. Housing Act of 1937 created the Low Rent Public Housing Program. Administration of the Public Housing Program and the functions and responsibilities of the Houston Housing Authority (the Authority) staff shall be in compliance with The Authority's Admissions and Continued Occupancy Policy (ACOP). The Policy shall be in compliance with the Act and any amendments thereof as implemented by the U.S. Department of Housing and Urban Development's (HUD's) Public Housing Regulations, Handbooks, and Notices, where applicable, as well as all Federal, State and local laws. Changes in applicable federal law or regulations shall supersede provisions in conflict with this Policy.

B. PURPOSE

The purpose for this Admission and Continued Occupancy Policy (ACOP) is to:

1. Provide a standard policy that will enable the Authority staff to administer the Public Housing Program consistently and fairly.

2. Serve as a reference and guideline for use by the Authority staff.

3. Provide more clear interpretation of the Public Housing Program beyond the scope of the federal regulations.

4. Provide binding requirements for applicants and residents for maintaining occupancy eligibility in the Low Rent Program.

C. ADDITIONAL HOUSING AUTHORITY POLICIES

Additional policies and charges are attached to the end of this document and are incorporated as if fully set out herein. These policies and charges may be changed from time to time, or amended, and such changes or amendments shall be substituted in this document so as to keep this policy current. All items substituted within this document shall be kept by the Authority in a separate file for historical and research purposes.

D. FAIR HOUSING POLICY

1. Compliance with Civil Right Laws

   (a) It is the policy of the Houston Housing Authority (the Authority) to comply with all laws relating to Civil Rights, including but not limited to:

   - Title VI of the Civil Rights Act of 1964, **(See 24 CFR Part 1)**
   - Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), **(See 24 CFR Part 100)**
   - Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, **(See 24 CFR Part 8)**
   - the Age Discrimination Act of 1975, **(See 24 CFR Part 146)**
   - Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), **(Title II deals with common areas and public space, not living 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. **(Required 24 CFR § 960.203)**
   - **Architectural Barriers Act of 1968**
   - **Uniform Federal Accessibility Standards (UFAS)**

2. The Authority shall not discriminate because of race, color, sexual orientation, national origin, sex, religion, familial status, or disability in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the Authority's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. **(Required, 24 CFR § 100.5)**

3. The Authority shall not, on account of race, color, sexual orientation, national origin, sex, religion, family status, or disability treat any family or person in the manner described below:

   (a) Deny anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

   (b) Provide anyone housing that is different from that provided others[1];

   (c) Subject anyone to segregation or disparate treatment;

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[1] Houston Housing Authority is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

(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[2];

(f) Deny anyone access to the same level of services[3]; or

(g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

4. The Authority shall not automatically deny admission to any group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine. **(Required, 24 CFR § 960.205)**

5. The Authority will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, the Authority will make structural modifications to its housing and non-housing facilities **(Required, 24 CFR §§ 8.21, 8.23, 8.24, and 8.25)** and make reasonable accommodations in its procedures or practices **(Required, 24 CFR § 100.204)** to permit people with disabilities to take full advantage of the Authority's housing program and non-housing programs.

(a) In making reasonable accommodations or structural modifications to existing housing prog**rams (See 24 CFR § 8.24)** or in carrying out Other Alterations **[See 24 CFR § 8.23 (b)]** for otherwise qualified persons with disabilities, the Authority is **not** required to:

1. Make each of its existing facilities accessible **[24 CFR § 8.24 (a) (1)]**; or make structural alterations when other methods can be demonstrated to achieve the same effect; **[24 CFR § 8.24 (b)]**
2. Make structural alterations that require the removal or altering of a load-bearing structural member; **[24 CFR § 8.32 (c)]**
3. Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; **[24 CFR § 8.26]**

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[2] Except that the Authority is obliged to offer reasonable accommodations to applicants with disabilities. This will not affect the Authority's screening or eligibility standards, but it might require the Authority to revise its procedures or practices in carrying out those standards.

[3] This requirement applies to services provided by the Authority and services provided by others with the Authority's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.

4. Take any action that would result in a fundamental alteration in the nature of the program; **[24 CFR § 8.24 (a) (2)]** or

5. Take any action that would result in an undue financial and administrative burden on the Authority. **[24 CFR § 8.24 (a) (2)]**

(b) When the Authority is making substantial alterations (in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility **(see 24 CFR § 8.23),** the Authority is not required to:

1. Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]

2. Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)] or

3. Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. [24 CFR § 8.32 (c) and § 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)]

Note that the undue burdens test is not applicable to housing undergoing substantial alteration.

6. The Authority will not permit these policies to be subverted to do personal or political favors. The Authority 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. **[Required, 24 CFR § 906. 204 (a)(3)(ii)]**

7. Accessibility and Plain Language

(a) Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, public restrooms, trash disposal facilities, and similar common area facilities must be accessible and useable by residents with a full range of disabilities. If none of these facilities are already accessible (and located on accessible routes), some[4] must be made so, subject to the undue financial and administrative burden test.

[4] It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

(Required, 24 CFR § 8.20 and 8.21)

(b) Documents to be used by applicants and residents will be made available in formats accessible for those with vision or hearing impairments **(Required 24 CFR § 8.6)**. Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English as needed[5].

(c) Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but the Authority will present examples to help applicants and residents understand the issues involved. In writing materials for applicants and residents, the Authority staff will present the subject matter in such a way that an individual with mental retardation, learning disabilities or cognitive disabilities that may affect the applicant's ability to read or understand will be able to understand with oral explanation the rules and benefits of the program. **(Required, 24 CFR § 8.6)**

(d) At the point of initial contact with all applicants, the Authority staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation; having materials explained orally by staff, either in person or by phone; large type materials; information on tape; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail; and permitting alternative sites for making application. **(Required, 24 CFR § 8.6)**

(e) As some applicants will not be able to read (or to read English), intake staff must be prepared to read and explain the information and materials that they would normally give an applicant to read or fill out. Applicants who read or understand little English may request that the Authority furnish an interpreter. The Authority will pay the costs associated with having a sign language interpreter for the hearing impaired **[Required, 24 CFR § 8.6]**

(f) At a minimum, the Authority will prepare the following information in plain-language accessible formats:

- Marketing, promotional and informational materials
- Information about the application process
- The application form and required certifications
- All form letters and notices to applicants and residents
- General statement about reasonable accommodation

[5] 24 CFR § 5.505 requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English.

- Orientation materials for new residents
- The lease and house rules, if any
- Guidance or instructions about care of the housing unit
- All information related to applicant's rights (to informal hearings, Etc.)

E. PRIVACY RIGHTS

1. Applicants and participants, including all adults in their households, are required to sign the form HUD-9886 or HUD-9887 as applicable "Authorization for Release of Information and Privacy Act Notice" and the Authority 's Release of Information Form at the time the Authority evaluates their eligibility for housing tenancy, and at the time of the initial examination, interim, annual, or other regularly scheduled Re-examination. Failure of the applicant or participant to sign the consent form upon request by the Authority constitutes grounds for denial of eligibility or termination of tenancy.

2. The Authority's policy regarding release of information is in accordance with State and local laws, which may restrict the release of family information. Request for information must be accompanied by a written release of information request in order for the Authority to release any information involving an applicant or Tenant.

3. Any and all information, which would indicate the nature and/or severity of a person's disability may not be requested unless such information is necessary to verify the need for the requested accommodation. All requests for access and granting of reasonable accommodations to individuals with disabilities may be made in writing, or if made orally reduced to written form by the Authority.

4. The Authority's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location that is only accessible by authorized Authority staff. All resident employees' files will be secured in a separate location.

5. The Authority staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

II. ELIGIBILITY FOR ADMISSION

A. INTRODUCTION

This Section defines the criteria for admission and denial of admission to the Public Housing Program. The policy of the Authority is to strive for objectivity and consistency

in applying these criteria to evaluate the qualifications of families who apply. The Authority staff will review all information provided by the family carefully and without regard to factors other than those defined in this Plan. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the Authority pertaining to their eligibility.

B. QUALIFICATION FOR ADMISSION

It is the Authority's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

1. Is a family as defined in this Plan;
2. Heads a household where all members of the household are either citizens or eligible immigrants. (24 CFR Sections 200 and 912.5 through 912.14);
3. Is at least 18 years of age;
4. Has an Annual Income at the time for admission that does not exceed the income limits for occupancy established by HUD or the Authority;
5. Provides a copy of a Social Security card for all family members, age six or older or a certification that they have not been assigned a SSN;
6. Provide a copy of Birth Certificates for all family members;
7. Provide a Photo ID of Head of Household and Spouse i.e. Texas Identification, state issued Driver's License, Government issued identification;
8. Meets or exceeds the Eligibility for Admission requirements set forth in this Plan, including attending and successfully completing an Authority-approved pre-occupancy orientation;
9. Is not currently adequately housed in an Authority dwelling unit. Applicants who are listed on a current Authority dwelling lease and reside in a unit meeting the occupancy standards for the family size are not qualified for admission;
10. The unit for which the family is applying must be the family's only residence;
11. The applicant must agree to pay the rent required by the program under which the applicant will receive assistance;
12. All information reported by the family is subject to verification;
13. Various subsidy or insurance programs may impose additional occupancy restrictions; and
14. For Section 8 New Construction, no assistance will be provided to any individual who:
    A. Is enrolled as a student at an institution of higher education.
    B. Is under the age of 24;
    C. Is not a veteran of the United States Military;
    D. Is unmarried;
    E. Does not have a dependent child;
    F. Is not a person with disabilities, as such term is defined in section 3(b)(3)(F) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E) and was not receiving assistance under such Section 8 as

of November 30, 2005; and

G. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive Section 8 assistance.

C. FAMILY COMPOSITION

An applicant must qualify as a Family. Discrimination on the basis of familial status is prohibited. A group of persons may not be denied solely on the basis that blood, marriage or operation of law does not relate them.

1. Definition of Family: One or more persons who intend to live together in a stable family-type relationship in Authority housing whose income and resources are available to meet the family's needs.

2. Head of Household: The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

3. Live-in Aide:

   (a) A Family may include a live-in aide provided that:

      (1) Need and live-in aide's qualifications are verified by a medical professional to be essential to the care and well being of a person with disabilities;
      (2) Such live-in aide is not obligated for the support of the person(s);
      (3) Such live-in aide would not be living in the unit except to provide care for the person(s) and;
      (4) The addition of a live-in aide to the household must not create overcrowding in the existing unit, although a reasonable accommodation for a public housing resident with a disability may be to move the family to a larger unit.

   (b) A live-in aide is not considered to be an assisted family member and has no rights or benefits under the Public Housing Program:

      (1) Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
      (2) Live-in aides are not subject to Non-Citizen Rule requirements.
      (3) Live-in aides may not be considered as a remaining member of the tenant family.
      (4) Minors may not be considered as a live-in aide.
      (5) The PHA may not refuse to approve a live-in aide simply because the aide has family members that would be residing in the unit,

provided that the presence of the live-in aid's family does not

a. Overcrowd the unit or property, or
b. Create an undue financial burden (it might be considered an undue burden to provide a subsidy in of two extra bedrooms for the family of the live-in aide).
c. In making decisions pertaining to the family members of live-in aides, the PHA cannot refuse to approve a particular live-in aide simply because they have children.

(c) Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

(d) A live-in aide may only reside in the unit with the prior approval of the Authority. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member with a disability. The Authority shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify need for this reasonable accommodation.
Verification must include the hours the care will be provided.

(e) The Authority has the right to disapprove a request for a live-in aide based on the other criteria for eligibility described in this Policy, including the results of a criminal background check.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS:

1. In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

(a) A non-citizen lawfully admitted for permanent residence, as defined by section 101 (a) (20) of the Immigration and Nationality Act (INA) as an immigrant, as in section 101 (a) (15) of the INA (8 U.S.C. 1001 (a) (20) and 1101 (a) (15), respectively). [immigrants] (This category includes a non-citizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 OR 1161), [special agricultural worker], who has been granted lawful resident status);

(b) A non-citizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not eligible for citizenship, but who

is not eligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under section 249 of the INA (8 U.S.C. 1259);

(c) A non-citizen who is lawfully present in the United States pursuant to an admission under section 207 of the INA (8 U.S.C. 1157) [refugee status]; pursuant to the granting of asylum (which has not been terminated) under section 208 of the INA (8U.S.C. 1158) [asylum status]; or a result of being granted conditional entry under section 203 (a) (7) of the INA (8 U.S.C. 1153 (A) (7)) BEFORE April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

(d) A non-citizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under section 212 (d) (5) of the INA (8 U.S.C. 1182 (d) (5)) [parole status];

(e) A non-citizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under section 243(h) of the INA (8 U.S.C. 1253 (h)) [threat to life or freedom]; or

(f) A non-citizen lawfully admitted for temporary or permanent residence under section 245A of the INA (8 U.S.C. 1255A) [amnesty granted under INA 245A]

2. For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.
3. Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request an informal hearing if they contest this determination.
4. No eligible members: Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for an informal hearing.
5. Non-citizen students: As defined by HUD in the non-citizen regulations are not eligible for assistance, but may be a member of a family which includes at least one citizen Head of Household.
6. Alternate Identification Number: Family members who do not have a Social Security number assigned due to non-citizenship regulations, will be issued an Alternate Identification number generated by HUD.
7. Currently assisted families that have no eligible members and those that qualify only for prorated assistance and choose not to accept the partial assistance are eligible for temporary deferral of termination of assistance. The deferral allows the family time to find other suitable housing before the Houston Housing

Authority terminates assistance. During the deferral period, the family continues to receive its current level of assistance. The maximum deferral time is sixty (60) days. An extension may be given as a reasonable accommodation if requested by the family.

E. SCREENING FOR SUITABILITY

1. As a part of the final eligibility determination, the Authority will screen each applicant household to assess their suitability as tenants. The Authority will deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood or on the quality of life for its residents. The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

   (a) 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. [24 CFR 960.205(b)]

   (b) Adversely affect the physical environment or financially unstabilize the project. [24 CFR 960.205(b)]

   (c) Violate the terms and conditions of the lease. [24 CFR 8.3]

   (d) Require services from the Authority staff that would alter the fundamental nature of the Authority's program [24 CFR 8.31

2. In the screening process, the Authority will utilize all reasonable methods of verification, in order to determine whether or <u>not</u> an applicant meets the Authority's admission criteria including;

   (a) Solicitation of references from current and previous landlords;

   (b) Solicitation of references from state agencies and/or social service agencies currently or previously involved with the household;

   (c) Completion of income and personal background record checks; including but not limited to access to computerized data banks from other federal, state and local agencies as permitted by law.

   (d) Review of criminal records from departments of law enforcement in the locations of applicant's previous residence(s);

   (e) Review of Authority records; and

3. The Authority will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants

to meet the essential requirements of tenancy with or without reasonable accommodations for persons with disabilities. Answers will be subject to third party verification.

4. The Authority may involve/solicit/request/accept the participation of Residents, Resident Leaders, or Resident Council appointees, and committees to assist in the pre-occupancy screening of program applicants. The Houston Housing Authority Executive Director may implement procedures to implement these activities as needed or on an ongoing basis.

F. INELIGIBILITY FOR ADMISSIONS AND CONTINUED OCCUPANCY

The following activities are considered grounds for ineligibility for admissions and shall also be considered grounds for termination of continued occupancy where the activity occurs during tenancy in the Low Rent Housing Program: (Any reference to "Applicant" or "Admission" shall also apply to a Low Rent Housing "Tenant" or "Continued Occupancy".)

1. Drug--Related Criminal Activity: the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

   (a) Any person convicted of manufacturing methamphetamines will be denied admission to the Low Rent Program.

   (b) Applicants evicted from public housing, Indian housing, Section 23, or any Section 8 program for any reason are ineligible for admission. The Houston Housing Authority may waive this requirement if:

      (1) The applicant and/or family member demonstrates successful completion of a rehabilitation program approved by the Authority; or

      (2) The circumstances leading to the eviction no longer exist (e.g., the individual involved in the drug-related activity is no longer in the household because the individual is incarcerated).

   (c) Applicants will be determined ineligible for admission if the Authority determines that there is reasonable cause to believe that the applicant and/or any family member's pattern of illegal use of a controlled substance may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. [Housing Opportunity Program Extension Act of 1996]. The Authority may waive this requirement if the person demonstrates to the Authority 's satisfaction that the person is no longer engaging in illegal use of a controlled substance and:

(1) Has successfully completed a supervised drug rehabilitation program approved by the Authority;

(2) Has otherwise been rehabilitated successfully (third party verification required); or

(3) Is participating in a supervised drug or alcohol rehabilitation program approved by the Authority.

2. Sex Related Criminal Activity:

a) Anyone convicted of any type of sexual offense whether subject to lifetime registration requirement under state law or not required to register shall not be admitted.

3. Criminal Activity on the part of applicant and/or any family member includes crimes to persons or property. To be determined eligible, no member of applicant family may have engaged in criminal activity within the past five (5) years.

Criminal activity means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

If either as a result of the standardized inquiry or the receipt of a verifiable referral, there is indication that the family or any family member is engaged in drug-related criminal activity or other criminal activity or if the family indicates that they have been arrested or convicted within the past five (5) years for drug-related or other criminal activity, the Authority may request criminal conviction records of adult applicants from the National Crime Information Center, police departments and other law enforcement agencies. [Housing Opportunity Program Extension Act of 1996]. The Authority may request the same information for juvenile family members to the extent that the release of such information is authorized by state, local, or tribal laws.

(a) The Authority shall ensure that any criminal record received be maintained confidentially; not misused or improperly disseminated; and destroyed once the purpose for which it was requested is accomplished.

(b) Before the Authority takes any adverse action based on a criminal conviction record, the Authority will provide the applicant, upon request, with a copy of the criminal record and an opportunity to dispute the accuracy or relevancy of the record.

(c) No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three years.

(d) Applicants can be denied admission to Houston Housing Authority programs, if they are currently on parole or probation for any felony charge, or any drugs or weapons violation until the case is completely disposed of.

4. Alcohol Abuse: Applicants will be determined ineligible for admission if the Authority determines that there is reasonable cause to believe that the applicant and/or any family member's pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. [Housing Opportunity Program Extension Act of 1996]. The Authority may waive this requirement if the person demonstrates to the Authority 's satisfaction that the person is no longer engaging in abuse of alcohol and:

   (a) Has successfully completed a supervised alcohol rehabilitation program approved by the Authority;

   (b) Has otherwise been rehabilitated successfully (third-party verification required); or

   (c) Is participating in a supervised alcohol rehabilitation program approved by the Authority.

5. Pattern of Violent Behavior: includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

6. Initiating Threats or behaving in a manner: indicating intent to assault Houston Housing Authority employees or other tenants.

7. Non-Payment of Rightful Obligations: regarding rent and/or utilities and other charges owed to the Authority or any other prior Public Housing Authority or federally funded Housing Agency.

8. Insufficient Income (unless qualified under the Local Preferences exception) to pay current obligations, rent and utilities for the housing unit applied for.

9. Non-Payment of Federally Subsidized Loans and other Monies due Federal, and State funded Programs.

10. Abandonment of a Public Housing Unit: without advising the Housing Authority is grounds for admission denial.

11. Record of Eviction: from subsidized housing or involuntary termination from residential program, taking into account the date and circumstances.

12. Intentionally Falsifying an Application for Leasing: including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

13. Record of Substantial Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior: consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. This Includes judicial termination of previous tenancy on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

14. Unsanitary or Hazardous Housekeeping: includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises.

15. Destruction of Property from previous rentals.

16. Applicant's Inability and Unwillingness to comply with the Terms of Houston Housing Authority's lease: All applicants must demonstrate through an assessment of current and past behavior the ability and willingness to comply with all terms of the lease.

17. Failure of any adult member of a household to contribute eight (8) hours of community service per month to the community in which the family resides. Exempted are those who are:

    - Employed at least 30 hours per week
    - Full-time students
    - Elderly
    - Disabled and unable to comply
    - Participating in an economic self-sufficiency program excluded from the states work requirements (see Section 9, Item D).

18. Applicants who are ineligible for admissions or continued occupancy may claim mitigating circumstances. Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which when verified,

would indicate the reason for the unsuitable rental history and/or behavior; and that the unsuitable history and behavior is no longer in effect or is under control and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

(a) If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the Authority 's screening assessment of the applicant, mitigating circumstances must be verifiable.

(b) If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the Authority shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The Authority shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify the need for a reasonable accommodation.

(c) Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The Authority will consider such circumstances in light of:

(1) The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

(2) The applicant's overall performance with respect to all the screening requirements; and

(3) The nature and seriousness of any criminal activity especially drug related or violent criminal activity that appears in the applicant's record.

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and Houston Housing Authority procedures, except for a pending Houston Housing Authority hearing.

Applicants who are determined to be ineligible for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. The Authority shall provide applicants an opportunity for an informal hearing.

G. ADMISSION OF PERSONS WITH DISABILITIES AND REASONABLE ACCOMMODATION

1. No family will be denied admission to the Public Housing Program on the basis of a disability or handicap or for being unable to live independently. However, admission may be denied if such disability, handicap or inability has resulted in a failure to meet the admission criteria mentioned in this Plan; or if this will likely result in a failure to uphold the conditions of the lease and cannot be resolved by providing a reasonable accommodation.

2. An applicant family who fails to meet established admission criteria or a participating family that has failed to uphold the terms and conditions of the lease may obtain and/or maintain assistance from other agencies or family members as a condition of tenancy. Furthermore, failure to uphold the terms and conditions of this lease due to breach of this assistance may be cause for termination of tenancy.

3. Requests for reasonable accommodation from persons with disabilities will be granted upon verification of need**.**

4. All requests for accommodation or modification of a unit must be verified by a reliable knowledgeable, licensed professional. The Authority reserves the right to seek an independent/second opinion.

5. The Authority will develop and maintain a Reasonable Accommodation Log that documents each reasonable accommodation request. The Reasonable Accommodation Log will include documentation regarding: (i) date and time of the request or inquiry; (ii) nature of the request or inquiry; (iii) action taken on the accommodation request(s) or inquiry; (iv) if the request was rejected or changes made in the requested accommodation(s); and (v) documentation reflecting the disposition of the request(s).

   Each Houston Housing Authority on-site property manager (employee or contractor) will maintain a Reasonable Accommodation Log for each reasonable accommodation request received. The Reasonable Accommodation Log will include: (i) the date and time the reasonable accommodation request was received; and (ii) the date and time the site manager referred the request to Houston Housing Authority's Section 504/ADA Administrator for processing and disposition.

6. For further information, please refer to the Authority's Reasonable Accommodation Policy, Procedures and forms.

H. FAMILIES IN OCCUPANCY

The same standards of resident suitability outlined herein for applicants shall also be

applied for persons joining a family already in occupancy. The Authority will determine that the person meets its standards utilizing the criteria and evaluation methods defined in this Policy prior to adding person(s) to the dwelling lease.

III. APPLYING FOR ADMISSION

A. INTRODUCTION

The policy of the Authority is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This Section describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the Authority will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

B. HOW TO APPLY

1. Families who wish to apply for any of the Authority 's programs must complete a written application form when application taking is open. Upon request, applications will be made available in an accessible format to a person with a disability. Applicants with a disability requesting a reasonable accommodation will be provided with a Request for Reasonable Accommodation form for completion and submittal to the Authority**.**

2. Individuals with disabilities that impair them from making an application in person may call the Authority to make special arrangements to complete their pre-application.

3. Applications will be mailed to interested families if they can show good cause for being unable to personally appear in the Central office to complete an application.

4. The application process will involve two phases.

   (a) The first phase is the "initial" pre-application for admission. This will determine the family's eligibility for, and placement on, the waiting list. The pre-application will be dated, time-stamped, and referred to the Authority 's office where tenant selection and assignment is processed. Applicants with disabilities may also request reasonable accommodations at this time**.**

   (b) The second phase is the "final determination of eligibility for admission". The full application takes place when the family reaches the top of the

waiting list. At this time, the Authority ensures that verification of all HUD and Houston Housing Authority eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

C. NOTIFICATION OF APPLICANT STATUS

If after a review of the application the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation). This communication will stress that the estimated date is subject to several factors that are beyond the Authority's control and is not exact or guaranteed. This written notification of preliminary eligibility will be mailed to the applicant by first class mail.

D. GROUNDS FOR REFUSAL TO PROCESS APPLICATIONS

Applications will not be processed for applicants nor will former residents be allowed to be added to a current families' composition if any of the following has been verified.

1. The applicant intentionally misrepresented or fraudulently submitted information to the Authority or any other federal, state, local agencies or unit of local government.

2. The applicant, or member of the applicant's household, was evicted for or has a history of drug related criminal activity, other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or the financial stability of the housing authority, or behavior related to alcohol abuse that would disturb the rights or peaceful enjoyment of others.

3. The applicant involuntarily vacated/moved from a public housing within the previous twelve months.

4. The applicant voluntarily or involuntarily (failed to comply with requirements) withdrew an application for admission that was submitted within the previous twelve months.

E. RIGHT TO INFORMAL REVIEW

1. Applicants who are determined ineligible for assistance are entitled to an informal review of their application. Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for a review of the decision consistent with the terms and conditions of the Authority 's Applicant appeal procedures. Applicants will have fourteen (14) days from the date of the denial letter to appeal.

2. The Authority shall retain for three (3) years the original application, notification letter, applicants response (if any), and any record of any informal hearing and statement of final disposition.

3. The procedures set forth in this section do not preclude any applicant from appealing to HUD if the applicant was denied housing on account of unlawful discrimination.

F. COMPLETION OF AN APPLICATION

1. Applicants on the waiting list will be requested to complete a full application and complete a Personal Declaration Form when a unit of appropriate size is expected to become available within 120 days.

2. After the applicant has completed a full application and provided a Personal Declaration Form to Houston Housing Authority, the Authority staff will review the information and will conduct an interview with the applicant.

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

   (b) All adult family members must sign form HUD-9886, HUD-9887 and/or HUD-9887-A, "Release of Information," the application form and all supplemental forms required by the Authority, the declarations and consents related to citizenship/immigration status and any other documents required by the Authority. Applicants will be required to sign specific verification forms for information that is not covered by forms HUD-9886, HUD-9887, or HUD-9887-A. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the Authority.

   (c) If the Authority determines at or after the interview that additional information or document(s) are needed, the Authority will request the document(s) or information in writing. The family will be given five (5) working days from the date of mailing to supply the information. If the information is not supplied in this time period, the Authority will provide the family a notification of denial. (See Section on Grievances and Appeals.)

   (d) All adult family members must attend the interview and sign the housing

application. Exceptions may be made for students, age 18 or older, who attend college outside of Harris County and for family members who are in the military.

(e) If an applicant fails to appear for their interview without prior approval of the Authority, their application will be denied unless they can provide acceptable documentation to the Authority that an emergency prevented them from calling to reschedule the interview. If an applicant is unable to attend their scheduled interview, they must notify, prior to the scheduled interview, the Authority staff person who scheduled the appointment.

(f) Reasonable accommodation will be made for persons with a disability that requires an advocate accessible office, documents in an alternate format, a qualified sign language interpreter, other types of auxiliary aids and services, and/or other types of reasonable accommodation(s). A designee will be allowed to provide some information, but only with permission of the person with a disability.

(g) If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Section on Grievance and Appeals.)

3. During the application process, the following items will be verified to determine qualification for admission to the Authority's housing:

(a) Family composition and type (elderly/non elderly);

(b) Annual Income;

(c) Assets and Asset Income;

(d) Allowance information;

(e) Social Security Numbers of family members, age six years and older;

(f) Information used in applicant screening;

(g) Citizenship or eligible immigration status; and other factors relating to eligibility before the applicant is offered a housing unit;

(h) Claimed Preferences;

(i) Claims for exemption from the Community Service requirements; and

(j) Claims for exemption from the minimum rents established by the

Authority.

G. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

1. After the verification process is completed, the Authority will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the Authority, and tenant suitability will be determined (See Section on Applicant Screening and Final Eligibility Determination).

2. Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

3. The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

IV. PREFERENCES AND MAINTAINING THE WAITING LIST

INTRODUCTION

This Section explains the policies for the management of the waiting list. By maintaining an accurate waiting list, the Authority will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner.

A. LOCAL PREFERENCES

In the absence of federal preferences, the Authority is currently authorized to select applicants from its Public Housing waiting list on the basis of Local Preferences. The Authority has established four Local Preferences. The first preference is to public housing families in federally declared disaster areas (including other PHA jurisdictions). Second, is the local preference of broad range of income; third, is the Site Based Preference for applicants for the Allen Parkway Village Development, Victory Street, Heatherbrook, HRI, Fulton Village Apartments, Oxford Place, and Lincoln Park; and the fourth, is a Police Officer Preference for one police officer to live at each designated Authority site.

1. Federally Declared Disaster Preferences

Displaced families from federally declared disasters will be allowed to place their names on the Public Housing Waiting list. Families meeting this preference must make application within 90 days from the presidential declaration and will be assisted in the following order of priority: 1) the existing public housing and

existing voucher program participants; and 2) non-participants, provided that other program criteria are met. Applicants will be placed in available housing based on date and time of application. Please refer to Factors that Affect Selection of Applicants, regarding placement into accessible units.

2. Income Range Preference

The Authority utilizes the Broad Range of Income Preference to meet the objectives of the 1998 Quality Housing and Work Responsibility Act (QHWRA) for achieving Deconcentration and Income Targeting of its Low Rent Housing program participants.

(a) To implement the Income Range local preference, applicants in the waiting list will be grouped as follows:

- Tier I: Families with income between 0% and 30% of area median income (AMI) (this group **must** constitute a minimum of 40% of all admissions in any year);
- Tier II: Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year).

At least 40% of all applicants admitted to each development site in any year must be an applicant from Tier I. However, to achieve the objective of avoiding the concentration of very low income families in certain projects, if the site already has at least 40% of its residents with 0% to 30% of AMI, then selection for that site will be made exclusively from applicants in Tier II.

(b) To ensure that the Authority admits the statutorily required 40% of applicants per year with income in Tier I and, at the same time, does not create concentration of families by income at any of its properties, the Authority will rank applicants within the two income tiers. Until the development site's population is made up of at least 40% of its residents with incomes between 0% to 30% of AMI, four out of every ten applicants admitted will be from Tier I.

- Each Houston Housing Authority development site will house applicants from the targeted Tier I or II on the waiting list. If applicants from the desired Tier are exhausted, selection from the other Tier will be made.

- The Authority will also offer units to existing residents on the transfer list. Transfers do not count toward the 40% Tier I requirement.

- The Authority will neither hold units vacant for prospective applicants with preferences, nor will it relax eligibility for screening criteria to admit otherwise unqualified applicants with preferences.

(c) Selection of Waiting List Applicants by Income Range

- The development manager/housing specialist will declare a unit vacant and move the vacating resident off the computer system.

- The development manager/housing specialist will request the ration of applicant files needed to fill the vacancy from the Leasing and Occupancy Specialist(s). (Requests are to be made in advance of the unit being vacant if possible.)

- The Site Manager will request the applicant files by noting the desired range of income necessary to achieve the site's target income range.

- The Site Manager shall review demographic charts received from the ISM or Central Office Leasing and Occupancy Specialist and determine the income range or ranges needed to progress toward the site's target average rent goal.

- The Site Manager shall request the appropriate ratio of applicant files by income ranges to be sent to the development. (The Central Office Leasing and Occupancy staff shall forward the proper number of files to the appropriate development within two (2) working days of the request.

3. Site Based Preferences for Historic Oaks of Allen Parkway Village (HOAPV)

(a) The first APV preference will be applied to the 22 remaining APV families. These families were temporarily relocated from APV during the demolition and construction phase and will have the first right to return to the renovated property according to their family composition.

(b) The second APV preference will be applied to families whose income is distributed within the following tiers:

(1) Applicants with income between 0 and 30% of area median income
(2) Applicants with income between 31% and 50% of area median income
(3) Applicants with income between 51 % and 80% of area median income

(c) The third APV preference will be applied to current or former residents of the fourth ward. Among applicants from this preference group, Elderly individuals or families (where the Head of Household is age 62 or older) will have the higher preference above non-elderly families.

(d) The fourth APV preference shall be applied to individuals or families displaced by the Authority acquisitions in the fourth ward redevelopment area.

(e) The fifth APV preference shall be applied to the occupancy of the Elderly Village of APV. No one may be admitted to the 156 rehabilitated units designated for elderly families except: (i) whose head of household or sole member is 62 years of age or older; (ii) whose annual income from all sources is less than 60% of the median income.

4. Site Based Preferences for Fulton Village Apartments

(a) The first preference shall apply to former Fulton Village Apartment Residents who meet the income tier targeted for occupancy at the time of selection from the waiting list.

(b) The second preference shall apply to non-former Fulton Village Apartment Residents who meet the income tier targeted for occupancy at the time of selection from the waiting list.

The income tiers to be used for occupancy of residents at Fulton Village Apartments shall be as shown below:

27 Units	– 0% to 30% AMI
24 Units	– 30% to 40% AMI
27 Units	– 40% to 50% AMI
3 Units	– 50% to 60% AMI
27 Units	– 60% to 80% AMI

5. Site Based Preferences for Victory Street

(a) The first preference for admission shall apply to individuals or families who were tenants of private landlords and who were living in the Fourth Ward on October 1, 1997, and who meet the income tier targeted for occupancy at the time of selection from the waiting list. Selections will be made based on date of application for those who meet the First Preference Criteria.

(b) The second preference for admission shall apply to all other individuals and families who were not previous tenants in the Fourth Ward on October 1, 1997, and who meet the income tier targeted for occupancy at the time of selection from the waiting list. Selection will be made based on date and time of application for those who meet the second preference criteria.

The income tiers to be used for occupancy of residents at Victory Street shall be the

same as the income tiers for the Allen Parkway Village site. However, Tier III will be limited to 60% of Area Median Income. Selection will be made from alternate tiers so that the occupants of the units will always represent 1/3 of the total occupants for each income tier.

6. Site Based Preferences for Heatherbrook

The waiting list will establish a separate group based on the following requirements for those seeking public housing. The first preference will be for tenants at or below 30% of Area Median Income (AMI) and public housing-eligible who satisfy one of the following three criteria:

(a) Displaced Allen Parkway Village residents;
(b) Elderly households who were tenants of private landlords living in the Fourth Ward/Freedman's Town on October 1, 1997; and
(c) Eligible family households who were tenants of private landlords living in the Fourth Ward/Freedman's Town on October 1, 1997.

The second preference will be for public housing-eligible families in which at least one family member is employed full-time.

The income tiers to be used for occupancy of the remaining public housing units at Heatherbrook Apartments shall be divided evenly between the following Income Tiers as shown below (i.e., 50% of the remaining units to be occupied by residents qualified under Tier I and 50% occupied by residents qualified under Tier II :

- Tier I – Families with income between 0% and 15% of Area Median Income.
- Tier II – Families with income greater than 15%, but not to exceed 30% of Area Median Income.

7. Site Based Preferences for Oxford Place Apartments

The site based preferences for Oxford Place were approved by the Office of Fair Housing and Equal Opportunity on March 29, 2006. The following site based preferences will be applied:

The first preference is to all returning residents from Oxford Place without regard to income tiering.

After all returning residents from Oxford Place have been offered the opportunity to return, the project will institute income tiering preferences as follows:

143 Units	– 0% to 30% AMI
7 Units	– 30% to 40% AMI
50 Units	– 40% to 50% AMI
30 Units	– 50% to 80% AMI
20 Units	– unrestricted, market rate

8. Site Based Preferences for Lincoln Park Apartments

The site based preferences for Lincoln Park Apartments are being sent for approval to the Office of Fair Housing and Equal Opportunity. Following HUD approval, the following site based preferences will be applied:

The first preference is to all returning residents from Lincoln Park Apartments without regard to income tiering.

After all returning residents from Lincoln Park have been offered the opportunity to return, the project will institute income tiering preferences as follows:

100 Units	– 0% to 30% AMI
51 Units	– 31% to 50% AMI
49 Units	– 51% to 60% AMI
50 Units	– unrestricted, market rate

9. Police Officer Preference

The Authority will utilize an eligibility exemption selection preference to permit the admission to public housing of police officers who are eligible for housing or who are not otherwise eligible for such housing under any other admission requirements or procedures. This preference will be used to occupy no more than one rental unit per site. Implementation of this preference will be subject to HUD approval on a site-by-site basis.

a. The officer's right of occupancy is dependent on the continuation of employment that qualifies him/her for residency as a police officer.

b. The police officer may not maintain a second place of residency other than the dwelling unit in the lease agreement.

c. The dwelling lease agreement shall include an addendum which will outline the specific duties and hours which the police will perform as a resident police officer during his off-duty time at the site where he resides. The Houston Housing Authority Security Coordinator with the participation of the site manager and the site's Resident Council will determine these specific duties.

When there is more than one interested person, the selection of the police officer under this preference will be made in the following order:

a. First preference shall apply to eligible police officers whose income level determines them to be eligible for low rent housing assistance.

b. The second preference shall apply to police officers who are not otherwise eligible for low rent housing assistance.

10. Withholding Preferences

The Authority will withhold a preference from an applicant if any member of the applicant family is a person evicted during the past three years because of drug related or violent criminal activity from housing assisted under the 1937 Housing Act. {Required, 24 CFR Section § 5.410 (a) (3)] the Authority may grant an admission preference in any of the following cases.

The following conditions will be applicable on a site-by-site basis:

a. The dwelling units to be allocated to house the police officer will be situated so as to place the officer in close physical proximity to other residents,

b. No current resident(s) will have to be transferred to other dwelling units in order to make available a unit for the police officer.

c. The dwelling unit will be rented to the police officer under a lease that contains the same terms and conditions described in 24CFR 966, which is applicable to rental of public housing units assisted under the U.S. Housing Act of 1937, and 24CFR 960.509 which permits housing authorities to provide reasonable rent incentives for officers who reside in public housing units.

d. The rent amount applicable to each police officer designated unit will be the lower of the formula based rent based on the police officer's income (30% of the monthly income or 10% of adjusted monthly income) or the established flat rent for the designated dwelling unit. This rent amount will be reduced by a value consume rate with the security services and hours, which the police officer will contribute to the security of the site. This amount will be determined by the Site Manager and the Authority Security Coordinator at the time of the execution of the lease.

e. If the Authority determines that the evicted person has successfully completed a rehabilitation program approved by the Authority;

f. If the Authority determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or

g. If the Authority determines that the evicted person no longer participates in any drug-related or violent criminal activity.

11. Certification of Preference

a. The Authority requires that applicants certify to their qualification for a preference at the time of pre-application. Preferences will only be verified within 120 days of receiving a unit offer.

b. At the time of pre-application, the Authority will use a pre-application to obtain the family's certification that it qualifies for a preference. Between pre-application and the application interview, the family will be advised to notify the Authority 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 lose their preference qualification and their standing on the waiting list.\

e. Families than cannot qualify for any of the preferences will be moved into the no-preference category, and to a lower position on the waiting list based on date and time of application.

f. Families that claim a preference at pre-application, but do not qualify for a preference at the time of application interview, will be notified in writing and advised of their right to an informal meeting as described below. If otherwise qualified, the family's application will then be placed on the waiting list in the appropriate No-preference category.

12. Notice and Opportunity for a Meeting [Required, 24 CFR § 960.211 (e)]

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

(a) The Authority will provide a written notice if an applicant does not qualify for a preference. This notice shall contain: a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with the Authority's designee to review the determination.

(b) If the applicant requests the meeting, the Authority shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person designated by the Authority. A written summary of this meeting shall be made and retained in the applicant's file.

(c) 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 Authority's decision to deny the preference.

B. <u>MANAGEMENT OF THE WAITING LIST</u>

1. The Authority will administer its waiting list as required by 24 CFR Sections 912, 913, 945, 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

(a) The application will be a part of the permanent file.

(b) All applicants in the pool will be maintained in order of date and time of application receipt. Except that applicants with disabilities will be given priority over applicants without disabilities for accessible units. The applicant's need for an accessible unit must be verifiable.

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

(d) The Houston Housing Authority has adopted a site-based waiting list for the Revitalized Allen Parkway Village (which includes on-site and off-site units), Fulton Village, HRI, Heatherbrook, Victory Street, Oxford Place, Lyerly, Bellerive, Lincoln Park Apartments, Long Drive, and Telephone Road. These waiting lists shall be kept separate and apart from the other Houston Housing Authority waiting lists, but shall conform in all other aspects required by law and the Houston Housing Authority ACOP. The site-based waiting lists for Bellerive and Lyerly are being implemented in FY2007. Existing applicants on the conventional waiting list, who qualify for the elderly sites of Bellerive and Lyerly, will have priority over those residents who apply directly at the site. After the conventional waiting list for Bellerive and Lyerly has been fully exhausted, applicants will be selected from the Bellerive and Lyerly site-based waiting list based on date and time of application.

2. Opening and Closing the Waiting Lists [24 CFR 982.206, 982.54(d)(1)]

(a) The Authority, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

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

(c) When the Authority opens the waiting list, the Authority will advertise through public notice in the major local newspapers, minority publications and media entities.

(1) The notice will contain:

(i) The dates, times, and locations where families may apply.
(ii) The programs for which applications will be taken.
(iii) A brief description of the program.
(iv) A statement that Section 8 participants must submit a separate application if they want to apply for Public, Housing.

(v) Limitations, if any, on whom may apply.
(vi) Information about making a request for a reasonable accommodation.

(2) The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the Authority's address and telephone number, how to submit an application, and Information on eligibility requirements.

(3) Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

3. When Application Taking is Suspended:

(a) The Authority may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next twelve months. The waiting list may not be closed if it would have a discriminatory effect in violation of law.

(b) The Authority will announce suspension of application taking.

(c) The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next 12 months. When the period for accepting application is over, the Authority will add the new applicants to the list by separating the new applicants into groups based and unit size and by the date and time the application was received by the Authority. Applicants with disabilities on the waiting list will be given priority over other applicants without disabilities.

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

4. Time of Selection:

A pool of completed eligible applicant files will be maintained to minimize delays in admissions when units become available. Families will be offered appropriate units in the waiting list sequence/completion of verification.

5. Changes Prior to Unit offer:

Changes in income, assets or family composition that occur during the period between placement on the waiting list and an offer of a suitable unit may affect the family's eligibility, position on the waiting list or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing.

(a) Split Households. When a family on the waiting list splits into two otherwise eligible families due to a divorce or legal separation, and the new families both claims the same placement on the waiting list, and there is no court determination, the Authority will make the decision taking into consideration the following factors:

(1) Which family member applied as head of household;
(2) Which family unit retains the children or any family member with a disability or elderly members;
(3) Restrictions that were in place at the time the family applied;
(4) Role of domestic violence in the split;
(5) Recommendations of social service agencies or qualified professionals, such as Children's Protective Services.

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

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

(c) Joint Custody of Children. Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. Fifty-one percent (51%) of the time is defined as 183 days of the year, which do not have to run consecutively. If the custody is exactly 50%, it will be handled in a case-by-case basis

C. FACTORS THAT AFFECT SELECTION OF APPLICANTS

1. The Authority will match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, or units in housing designated for the elderly or residents with disabilities, limit the admission of families to those characteristics that match the characteristics and

features of the vacant unit available.

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

3. The factors for selection of applicants are described below:

   (a) When selecting a family for a unit with accessible features, the Authority will give a preference to families that include persons with disabilities who can benefit from the unit's features.

   (b) If no family can be found for a unit with accessible features, the Authority will house a family not needing the unit accessible features subject to the procedures described in the Tenant Selection and Assignment Plan. Under this policy a family without a family member with a disability in an accessible unit will be required to move if a family with a family member with a disability needs the unit accessible features.

   (c) Units designated for the elderly. In accordance with the 1992 Housing Act, elderly families with a head, spouse or sole member at least 62 years of age will receive a preference for admission to such units or buildings covered by a HUD approved Allocation Plan.

      (i) When there are insufficient elderly families on the waiting list, near elderly families (head or spouse ages 50-61) may receive a preference for an elderly unit.

      (ii) Families with members who require a unit with accessible features will receive preference for such units over families who do not require such features.

   (d) In accordance with the Quality Housing and Work Responsibility Act of 1998 (Section 512) not more than 25% of the units available for occupancy under the housing assistance payments contract may be leased to low-income families (families with gross annual incomes between 51% to 80% of area media income (AMI).)

   (e) Skipping over a Very-Low Income Waiting list applicant (0-50% AMI) to serve a Lower-Income Applicant (51-80% AMI) is not permitted.

   (f) The Authority shall not deny admission to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission.

D. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 982.204(c)]

1. An applicant will be given ten (10) calendar days to respond to a mailing or a phone contact from the Authority. If they fail to respond within the ten (10) calendar days from the date of the letter or phone call, they will be removed from the waiting list. An extension will be considered an accommodation if requested by a person with a disability. If the applicant does not respond to an Interest Letter because of a family member's disability, the Authority will reinstate the applicant to its original position. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

2. If an applicant with a disability is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless failure to respond was due to the disability.

3. The waiting list will be purged annually by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest. The same guidelines will be used for failure to respond to this mailing. Notices will be made available in accessible format upon the request of a person with a disability.

4. An applicant who is removed from the waiting list for refusal of unit or for no response will not be permitted to reapply for one (1) year from the date of withdrawal.

5. An applicant may request in writing that his/her name be removed from the waiting list.

6. Any Head of Household evicted from any Public Housing program can not apply or be added to an existing household/applicant family composition.

7. Once an applicant is housed in the Low Rent Public Housing program they will be removed from all other Low Rent Public Housing waiting lists.

V. OCCUPANCY GUIDELINES

A. INTRODUCTION

The Occupancy Guidelines are established by the Authority to ensure that families occupy the appropriate size units. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or

under-utilization. This Section explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

B. DETERMINING UNIT SIZE: [24 CFR 982.402]

1. The Houston Housing Authority Occupancy Guidelines for determining unit size shall be applied in a manner consistent with Fair Housing guidelines but there must be at least one person per bedroom.

2. For purposes of the occupancy guidelines, an adult is a person 18 years or older.

3. All occupancy guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned that:

   (a) One bedroom is assigned to two people within the following guidelines:

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

      (2) Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship.).

      (3) Foster children will be included in determining unit size only if they will be in the unit for more than 8 months.

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

      (5) Adults of different generations will have separate bedrooms.

      (6) Single person families shall be allocated one bedroom.

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

   (b) The guidelines for determining unit size are:

Unit Size	Persons in Household (Minimum #)	Persons in Household (Maximum #)
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10

6	9	12

C. CHANGES IN UNIT SIZE: [24CFR 982.403 (a) & (b)]

1. The Authority will grant exceptions from the guidelines in cases where the family makes a request. The Authority will determine if the exceptions are justified by the relationship, age, sex, health or family members with a disability, or other individual circumstances, and there is a vacant unit available. If an applicant requests a change in unit size, the following guidelines will apply:

   (a) The family may request to be placed on a larger bedroom size waiting list than indicated by the occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the Authority before the family is placed on the larger bedroom size list. Examples are:

      (1) Elderly persons or persons with disabilities who may require a live-in aide.

      (2) Persons who would ordinarily occupy one bedroom, but cannot because of a disability, addition of a live-in aide, or need for medical equipment.

   Requests for reasonable accommodations based on health related reasons must be verified by a qualified health care professional. The Authority shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence presented by the Applicant's doctor and to verify the doctor's information.

2. The members of the family residing in the unit must be approved by the Authority. The family must obtain written approval of any additional family member (who will be subject to the same screening requirements as the original applicants) before the person occupies the unit, except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the Authority within ten (10) days. The addition can not violate any occupancy standards. Requests for a live-in aide as a reasonable accommodation must be made, and the need verified and approved prior to the live-in aide occupying the unit.

3. In final determination of applicable unit size the Authority will consider the size of the unit and the size of the bedrooms as well as the number of bedrooms.

4. Accessible units will be offered and may be accepted by applicants without disabilities. Under the lease terms, at a later date, such applicants must accept a transfer to a non-accessible unit if a person with a disability requires the

accessible unit features.

D. ACCESSIBLE UNITS

1. The Authority has units designed for individuals with disabilities. These units were designed and constructed specifically to meet the needs of individuals requiring accessible units.

2. Preference for occupancy of these units will be given to families with family members with disabilities who require the modifications or facilities provided in the units.

3. Families without a family member with disabilities will not be offered these units until all eligible residents with disabilities and applicants with disabilities have been accommodated.

4. Accessible units will be offered and accepted by applicants without disabilities only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a disability requiring the unit applies for housing and is determined eligible.

5. Transfer of residents with disabilities and placement of applicants with disabilities requiring UFAS – Accessible Units will be centrally coordinated through the Leasing Analyst and monitored by the Authority's Section 504/ADA Administrator's office.

E. FAMILY MOVES

1. When a change in the circumstances in a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List. (See Section on Transfers).

2. The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this Plan, the case should be taken to the housing development manager who will review the situation, depending on the individual circumstances and the Verification provided.

F. REMAINING MEMBER OF TENANT FAMILY

1. To be considered the remaining member of the tenant family, the person must have been previously approved by the Authority to be living in the unit.

2. A live-in aide, will not be considered a remaining member of the family.

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

   a. The court has to have awarded emancipated minor status to the minor or is legally married; or

   b. The Authority must have documentation to verify that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

G. REDUCTION OF OPERATING SUBSIDY AT TAX-CREDIT PROPERTIES

The Authority has certain properties that have been developed/redeveloped with a combination of funding sources including low-income housing tax credits and public housing operating subsidy. Operating subsidy is used to make up the difference between the cost of operating the development and the rental payment made by a tenant family. In the event that the operating subsidy available for a property is reduced or eliminated and is no longer sufficient to cover the difference between a families rental payment and the cost of operating the family's unit, a tenant family may be required to transfer/move to other available housing units at other developments for which the Authority has sufficient subsidies. Such required moves shall be conducted in accordance with the transfer policy set forth in Section X of this ACOP.

Any moves required by this section due to a loss or reduction of operating subsidy shall only be required upon expiration of a tenant family's then current lease term, and such determinations will be made during the recertification process. The tenant lease agreement for the properties to which this section applies shall include an addendum to the lease advising the tenant regarding the requirements of this section, which addendum shall be signed by the tenant as an acknowledgment that the tenant family is aware of the possibility of a required move.

VI. TENANT SELECTION AND ASSIGNMENT PLAN

A. ORIGINATION OF WAITING LIST

It is the Authority's policy that each applicant shall be assigned his/her appropriate place on a single jurisdiction-wide waiting list in sequence based upon date and time the application is received, type and size of unit needed and

selected by the family, and factors affecting preference or priority. Exceptions to single jurisdiction-wide waiting lists will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by the Assistant Secretary for Fair Housing and Equal Opportunity. Allen Parkway Village, Victory, HRI, Fulton, and Heatherbrook have received approval to maintain a site based waiting list.

B. METHOD OF APPLICANT SELECTION

1. The Authority will first match the characteristics of the applicant to the unit available, including the size, type and special features of the unit (if any) and any priorities for admission required for designated or mixed population housing. Applicable local preferences as described earlier in this policy will then be used to determine the order of selection from the waiting list. [Required 24 CFR §945.303 and 960.407] Further, in the selection of a family for a unit with accessible features the Authority will give preference to families that include a person with disabilities who can benefit from the unit features [Required, 24 CFR § 8.27]

2. The plan for selection of applicants and assignments of dwelling units to assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, sexual orientation or national origin is PLAN "A". Under this plan each qualified applicant must accept the vacancy offered or be dropped from the qualified applicant list, losing any applicable Local Preferences. [Required 24 CFR § 1.4 (b) (2) (ii) and (iii)]

3. The applicant must accept the vacancy offered within two (2) business days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or, be dropped from the qualified applicant list. (See good cause discussion below). Letter to the applicant will confirm offers made over telephone. If unable to contact an applicant by telephone, the Authority will send a registered letter, return receipt requested. (Not a HUD requirement, Houston Housing Authority option)

4. "Dropped from the list" shall mean the applicant will lose standing by being removed from the waiting list. Once dropped from the list, applicants must wait for twelve (12) months before reapplying to the public housing program. (Not a HUD requirement, Houston Housing Authority option)

5. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that will be ready for occupancy first. (Not a HUD requirement, Houston Housing Authority option)

6. If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the Authority, clear evidence

("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion, or national origin, the applicant will not be dropped from the list. [Required 24 CFR § 1.4 (b) (2) (ii) and (iii)]

Examples of good cause reasons for the refusal of an offer of housing include, but are nor limited to:

(a) Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities when the applicant has a child participating in such a program, that would require the adult household member to quit a job, drop out of an education institution for job training program, or take a child out of a day care or an educational program for children with disabilities;

(b) Presence of lead paint in the unit offered when applicant has children under the age specified by current law;

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

(d) A health professional verifies temporary hospitalization or recovery from illness of the principal household member (each as listed on final application) or live-in aide necessary to the care of the principal household member;

(e) The unit is inappropriate for a member of the applicant's household that is an individual with disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 15-day notice to move.

(f) An elderly family or family with a family member with a disability makes the decision not to occupy or accept occupancy in designated housing. [Required, 24 CFR § 945.303 (d)]

7. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified to the Authority's satisfaction, the refusal of the offer shall not require that the applicant be dropped from the waiting list or otherwise affect the family's position on the waiting list. [Required, 24 CFR § 85.42]

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

C. DWELLING UNITS WITH ACCESSIBLE/ADAPTABLE FEATURES

1. Before offering a vacant accessible unit or unit with accessible features to an applicant without disabilities, the Authority will offer such units:

   (a) First, to a current occupant with a disability of another unit of the same development, or other public housing developments under the Authority's control, that requires the special features of the vacant unit (in effect, transfer of the resident with a disability from an inaccessible unit or a unit without accessible features into the vacant, accessible unit or vacant unit with accessible features.

   (b) Second, to an eligible qualified applicant with a disability on the waiting list that requires the special features of the vacant unit. (See Reasonable Accommodations Policy).

2. When offering an accessible/adaptable unit or unit with accessible features to an applicant without a disability, the Authority will remind the applicant without a disability of the lease term that requires the applicant without a disability to move, at the Authority's reasonable expense, to an available, non-accessible unit within fifteen (15) days of notice by the Authority that there is an eligible applicant or resident with disabilities who requires the accessibility features of the unit.

VII. DETERMINATION OF TOTAL TENANT PAYMENT

A. INTRODUCTION

1. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

2. This Section defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with federal regulations and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The Authority's policies in this Section address those areas that allow the Authority discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of

TTP.

B. MINIMUM RENT

1. The minimum rent for the Authority's Public Housing residents is $50.00. Effective January 1, 2001.

2. The minimum rent for the Authority's Public Housing Section 8 New Construction program residents (Long Drive and Telephone Road Apartments) is $25.00.

3. Families may request and must be granted exemption from the minimum rent for financial hardships. Hardships include the following:

   (a) A family is awaiting eligibility for federal, state, or local assistance (including a resident alien entitled to welfare assistance), the family would be evicted for non payment of the minimum rent, or family income has decreased due to changed circumstances, a death in the family and other circumstances determined by the agency as a financial hardship.

   (b) Temporary Financial Hardship Exemption (Short Term–Long Term) when a tenant's hardship is determined to be short-term, a resident is not granted a 90-day exemption beginning on the date of the request for an exemption, but the tenant cannot be evicted for non-payment of the minimum rent.

   When a request for a financial hardship exemption has been determined to be long-term, the tenant must be given a retroactive exemption from the minimum rent for 90-day period.

   When this occurs the tenant is exempted from paying the minimum rent for a 90-day period and the rent cannot be collected by the Housing Authority. The hardship would be reassessed every 90-days thereafter to maintain the minimum rent exemption. Minimum Renters will be required to submit a family household budget.

C. INCOME BASED RENT

The income-based rent shall be based on the greater of:

(a) 30% of the adjusted monthly income;
(b) 10% of the monthly income; or
(c) The Minimum rent.

D. CEILING RENTS

Effective 10/15/03, the Authority eliminated the ceiling rents and will retain Flat

Rents to promote economic self sufficiency.

E. FLAT RENTS

The Authority establishes Flat Rents for each dwelling unit in the Low Rent Housing Program. The Flat Rent amount shall be based on the lesser of the monthly rental value of the units or the actual monthly cost attributable to providing and operating the dwelling unit. The rental value of the unit shall not exceed the HUD established Fair Market Rent (FMR) and will be reviewed for comparability every three years. Operating Costs will be determined using the most current audited financial statement figures.

If a resident selects Flat Rent and the Flat Rent increases during the scheduled recertification, the new Flat Rent will not become effective until the next recertification date. In the event of an increase, the resident will receive a 30-day notice. The Authority may suspend any increases of Flat Rent at its discretion.

The Authority will annually offer each Low Rent family a choice between two rent options, the Authority established flat rent or an income-based rent.

F. RENT CHOICE

Tenants shall have a choice to switch from one method of rent payment (Flat Rent or Income Based) to another once every 12 months, at the time of initial occupancy or at the annual recertification time. The tenant may only switch payment methods once a year. After the switch, the tenant must continue paying the selected rent choice until the end of the annual lease period. The Authority shall immediately allow tenants to switch payment methods for financial hardships including:

- Situations where family income decreases because of reductions of employment, or less of other assistance;
- Death in the family;
- Increase in family expenses for medical, childcare, transportation, or similar situations;
- Other situations determined by the Authority.
- Families that select and stay with Flat Rent Method will not have their Incomes reviewed for 3 consecutive years. Income will be reviewed upon the selection of the Income Based Method. This does not eliminate the Annual Recertification process.

VIII. DETERMINING ANNUAL INCOME, DEDUCTIONS, AND EXCLUSIONS

A. ANNUAL INCOME (24 CFR 5.609)

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

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

2. The net income from operations 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 deduction 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. 15. 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 compensations, worker's compensation, and severance pay. (see paragraph B. 3,

below concerning treatment of lump sum additions as Family assets);

6. All welfare assistance payments received by or on behalf of any family member. See 24 CFR § 5.609 (b)(6) for welfare rules applicable to "as-paid" states;

7. Periodic and determinable allowances, such as alimony and child support payments, and regular 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. <u>ANNUAL INCOME EXCLUSIONS [24 CFR § 913.106]</u>

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, and settlement for personal property losses; (but see paragraph 4 and 5 above if the payments are or will be periodic in nature);

   [See paragraph 15. 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. (FR Vol. 60, #65/ 5 April 1995)

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; excluded stipends, wages, transportation payments, child care

vouchers, etc. for the duration of the training);

(b) Amounts received by a person with disabilities that are disregarded for a limited time for purpose of Supplementary Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

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

(d) Resident service stipends. A resident stipends is a modest amount (not to exceed $200/month) received by a public housing resident for performing a service for the Authority 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.

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 household and spouse);

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

13. The incremental earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 USC 1437 et seq.), OR any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

(a) Comparable Federal, State or local law means a program providing employment training and supportive services that: (a) is authorized by a Federal, State, or local law, (b) is funded by the Federal, State, or local government; (c) is operated or administered by a public agency; and (d) has as its objective to assist participants in acquiring employment skills.

(b) Exclusions period means the period during which the resident participates in a program described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937 (42 USC1437 et seq.). If the resident is terminated from employment without good cause, the exclusion period

shall end.

(c) Earnings and benefits means that incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

14. New employment Earned Income and benefits received by a family member who was previously unemployed for 1 or more years; or whose earned income increases during the participation of a family member in a family self-sufficiency or other job training program; or who was in the last 6 months assisted under a state program for Temporary Assistance for Needy Families (TANF) and whose earned income increases will be excluded as follows:

    (a) 100% of the increased income will be excluded from rent computation during the 12-month period beginning the date on which the employment commenced.

    (b) Upon the expiration of the first 12 months, the rent may be increased except that during the next 12 month phase in period, the amount of the increase may not be greater than 50% of the amount the rent would otherwise have increased.

15. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.

16. 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.

17. Amounts paid by a State agency to a family that has a family member with a developmental disability living at home to offset the cost of services and equipment needed to keep the family member with a developmental disability at home.

18. Amounts specifically excluded by any Federal Statute from consideration as income for purpose 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 execution. Updates will be published and distributed when necessary.

    The following is a list of benefits excluded by other Federal Statute as of 3 August 1993 [FR Vol. 58, #147]:

    - The value of the allotment provided to an eligible household for coupons under the Food Stamps of 1977 [7 USC 2017 (h)].

- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088].

Examples of program 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 Program such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executive (SCORE) and the Active Corps of Executives (ACE).

- Payments received under the Alaska Native Claims Settlement Act [43 U.S.C.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 scholarship 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].

- Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplementary 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 Mayors, 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 Orange Product Liability Litigation, M.D.L. No 381 (E.D.N.Y.)

- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Sat. 1785)

- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for cost 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).

C. ANTICIPATED ANNUAL INCOME [24 CFR 913.106 (D)]

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.)

D. ADJUSTED INCOME [24 CFR 913.102]

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

FOR ALL FAMILIES:

1. Childcare 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 full time employment or to further his/her education. Amounts deducted

must be unreimbursed expenses and shall not exceed the amount of income earned by the family member released to work. Proof of payment is required. Examples of proof of payment include, but are not limited to Money Order receipts, cancelled checks, written receipts, and/or tax returns.

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 a family member eighteen years of age or older with a disability or a full-time student.

3. Work-related Disability Expenses – a deduction of unreimbursed amounts paid for attendant care of auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the family member with a disability, to be employed.

   Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for individuals with a visual impairment, and equipment added to cars and vans to permit their use by the family member with a disability. 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 families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

   (b) For elderly families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expenses less three percent of Annual Income (provide the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

<u>FOR ELDERLY FAMILIES AND FAMILIES WITH A FAMILY MEMBER WITH A DISABILITY ONLY:</u>

1. Medical Expenses Deduction – A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professional services from 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 aides and batteries, attendant care (unrelated to employment of family members), accessibility expenses as it relates to 504 compliance, and payment on accumulated medical bills. To be considered for the purpose of determining a deduction from income the expenses claimed must be verified.

(a) For elderly families without accessibility expenses: The amount of the deduction shall equal total medical expenses less three percent annual income.

(b) For elderly families with both accessibility and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

2. Elderly families and families with a family member with a disability– An exemption of $400 per household, see Definitions in the next Section XIII.

E. RENT COMPUTATION

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. If maintenance or other charges are due the utility allowance will be reduced by the balance owed, or, if the tenant agrees, directly to the utility company by the Authority.

2. Total Payment is the highest of:

- 30% of adjusted monthly income; or
- 10% of monthly income;
- Minimum Rent - $50.00

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

F. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

1. The Authority must compute all applicable income of every family member who is a member of the household, including those who are temporarily absent. In addition, the Authority includes the income of the spouse or the head of the household if that person is temporarily absent.

2. Income of persons permanently absent will not be included. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

3. It is the responsibility of the head of household to report changes in income, assets and family composition. The Authority will evaluate absences from the unit in accordance with this policy.

4. Absence of Entire Family*:*

   (a) These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the Authority will terminate tenancy in accordance with the appropriate provisions contained in Lease. "Absence" means that no family member is residing in the unit.

   (b) Families are required to notify the Authority before they move out of a unit in accordance with the lease and this Policy and to give the Authority information about any family absence from the unit.

   (c) Families must notify the Authority if they will be absent from the unit for more than 14 consecutive days.

   (d) If the entire family is absent from the assisted unit for more than 30 consecutive days and in some cases less, the unit will be considered to be vacated and the assistance will be terminated. In order to determine if the family is absent from the unit, the Authority may, among other things:

      (1) Conduct home visit;
      (2) Mail letters to the family at the unit;
      (3) Telephone the family at the unit;
      (4) Interview neighbors; and
      (5) Verify if utilities are in service.

5. Absence of Any Member:_Any member of the household will be considered permanently absent if he/she is absent from the unit for 90 days within a twelve-month period, excluding school attendance in college or for a child in school Grades 1-12 who resides in Tenant Household 51% of the year, and military service, which must be verified.

6. Absence due to Medical Reasons:

   (a) If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the Authority will seek

advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 consecutive days, the family member will not be considered permanently absent. All Rent and charges must remain current during the absence.

(b) If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the Authority's "Absence of Entire Family" policy.

7. Absence due to Incarceration*:*

(a) Incarceration for Drug or any other Criminal activity is subject to eviction.

8. Foster Care and Absences of Children*:*

(a) If the family includes a child or children temporarily absent from the home due to placement in foster care, the Authority will determine from the appropriate agency when the child/children will be returned to the home.

(b) If the time period is to be greater than 90 days from the date of removal of the children, the unit size will be reduced. If all children are removed from the home permanently, the unit size will be reduced in accordance with the Authority's occupancy guidelines.

9. Absence of Adult*:*

(a) If neither parent remains in the household nor the appropriate agency has determined that another adult is to be brought into the unit to care for the children, the Authority will treat that adult as a visitor for the first 14 days.

(b) If a member of the household is subject to a court order that restricts him/her from the home for more than 90 days, the person will be considered permanently absent.

(c) The family will be required to notify the Authority in writing within 10 days after an adult family member moves out. The Authority will request documentation verifying the member is absent from the Head of Household such as Lease, utility bill, etc. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

(d) A full-time student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses

may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.

10. Visitors:

(a) Any person not included on the HUD 50058 who has been in the unit more than 14 days in any one month period, will be considered to be living in the unit as an unauthorized household member.

(b) Absence of evidence of any other address among other things will be considered verification that the visitor is a family member.

(c) Statements from neighbors and/or Houston Housing Authority staff will be considered in making the determination.

(d) Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

(e) The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the Authority will evict the family since prior written approval was not requested for the addition.

(f) In a joint custody arrangement, if the minor is in the household less than 30 days per year, the minor will be considered to be an eligible visitor and not a family member.

11. Reporting Additions to Houston Housing Authority:

(a) Changes in family composition must be reported to the Authority in compliance with the lease agreement. The tenant must obtain the prior written consent of the Authority before permitting any additional persons to reside in the dwelling unit. Such new persons will be screened for admission in accordance with this Policy.

(b) If the family does not obtain prior written approval from the Authority, any person the family has permitted to move in will be considered an unauthorized household member.

(c) An interim Re-examination will be conducted for any additions to the household.

(d) Adults 18 years of age or older who were removed from the household for any reason will not be added to tenant's lease except for documented medical reason.

(e) Residents must obtain legal guardianship to add a minor child to the household unless the child is born to a household member. The Authority will accept other forms of verification from State Agencies for placement in lieu of a court order. This addition is subject to the guidelines set forth in the Transfer Policy incorporated in this document.

(f) Children's Protection Service (CPS) placement of a child under the guardianship of a resident will not be considered proof of guardianship for this purpose.

12. Reporting Absences to Houston Housing Authority:

(a) If a family member leaves the household, the family must report this change to the Authority, in writing, within 10 days of the change and certify as to whether the member is temporarily absent or permanently absent.

(b) The Authority will conduct an interim evaluation for changes that affect the TTP in accordance with the interim policy.

G. AVERAGING INCOME

1. When Annual Income cannot be anticipated for a full twelve months, the Authority may:

(a) Average known sources of income that vary to compute an annual income, and;

(b) Annualize current income and conduct regular and frequent interim Re-examinations.

2. If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

3. Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

4. The method used depends on the regularity, source and type of income.

H. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required

to complete a face-to-face interim recertification every 90 days. This recertification will be limited to verification of the income of the resident and/or the non-employed status of the resident and dependents. Elderly family members and persons with disabilities will be exempt from the interim recertification.

I. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

1. If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the Authority, in calculating TTP, will exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.

2. The Authority must receive written third-party verification from the facility in which the member is confined.

J. REGULAR CONTRIBUTIONS AND GIFTS

1. Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

2. Any contribution or gift received every 30 days or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. (See Section on "Verification Procedures," for further definition.)

3. If the family's expenses exceed its known income, the Authority will question the family about contributions and gifts and the family must provide written third party verification from the provider of the income.

K. ALIMONY AND CHILD SUPPORT

1. Regular alimony and child support payments are counted as income for calculation of TTP.

2. If the amount of child support or alimony received is less than the amount awarded by the court, the Authority must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

3. The Authority will accept as verification that the family is receiving an amount less than the award if the Authority receives third-party verification from the agency responsible for enforcement or collection.

4. It is the family's responsibility to supply a certified copy of the divorce decree.

L. LUMP-SUM RECEIPTS

1. Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets. The family must report such lump-sum additions to the Authority within 10 days of occurrence.

2. Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

3. Prospective Calculation Methodology: If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

   (a) The entire lump-sum payment will be added to the annual income at the time of the interim.

   (b) The Authority will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).

   (c) At the next annual recertification, the Authority will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.

   (d) The lump sum will be added in the same way for any interim's which occur prior to the next annual recertification.

4. Retroactive Calculation Methodology: If the payment is not reported on a timely basis, the calculation will be done retroactively as follows:

   (a) The Authority will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

   (b) The Authority will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the Authority.

   The amount due to the retroactive calculation shall be due and payable on

the first of the month following the calculation.

5. The amount owed by the family is a collectible debt even if the family becomes unassisted.

6. Attorney Fees: The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees. The Authority must receive third party written verification from the attorney of such fees.

M. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

Contributions to company retirement/pension funds are handled as follows:

1. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

2. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

N. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

1. The Authority must count assets disposed of for less than fair market value during the two years preceding certification or Re-examination. The Authority will count the difference between the market value and the actual payment received in calculating total assets.

2. Assets disposed of as a result of foreclosure or bankruptcies are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.

3. The Authority's minimum threshold for counting assets disposed of for less than Fair Market value is $5,000**.** If the total value of assets disposed of within the two-year period is less than $5,000**,** they will not be considered an asset.

O. CHILDCARE EXPENSES

1. Childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time.

2. Childcare expenses may not be deducted if there is an adult household member capable of caring for the child who can provide the childcare. Examples of those adult members who would be considered *unable* to care for the child include:

(a) The abuser in a documented child abuse situation, or

(b) A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

3. Allow ability of deductions for childcare expenses is based on the following guidelines:

(a) Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working. Proof of expense is required.

(b) Child care for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including two hours travel time to and from school).

(c) Amount of Expense: The Authority may survey the local care providers in the community/collect data as a guideline. If the hourly rate materially exceeds the guideline, the Authority may calculate the allowance using the guideline.

P. MEDICAL EXPENSES

1. When HUD rules and regulations are unclear as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Q. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

1. Applicability:

(a) Pro-ration of assistance must be offered to any "mixed" applicant or participant Family,

(b) "Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Section entitled "Recertification's."). Applicants of mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

2. Prorated Assistance Calculation: Prorated assistance will be calculated by subtracting the family's TTP from the applicable Maximum rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP

will be calculated by:

(a) Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

(b) Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

(c) Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

R. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

1. If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment. The utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, *not* on a family's actual consumption.

   - Utility allowances are not provided for persons paying a “FLAT” rent.

2. When the utility allowance exceeds the family's TTP, the Authority will provide a utility reimbursement payment for the family each month. The check will be made out directly to the tenant unless the tenant has a balance due or agreed, in writing, to a payment to the utility company.

3. Resident-Paid Utilities: The following requirements apply to residents living in or applicants applying to developments with resident-paid utilities:

   (a) When the supplier of utilities offers a "budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in the cost of utilities and ensures adequate heat in the winter. If the family is receiving AFDC, the Authority will encourage the family to consider a vendor payment plan for rent and utilities.

   (b) If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities.

   (c) Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

S. EXCESS UTILITY PAYMENTS

Residents in units where the Authority pays the utilities may be charged for excess utilities in accordance with the lease.

T. LOSS OR REDUCTION OF WELFARE BENEFITS

Effective immediately, Family rent will not be lowered for a family whose welfare benefits are reduced because of fraud, because of the family's failure to participate in an economic self-sufficiency program, or because of failure to comply with work activity requirements. The Authority will only deny a reduction in the rent after obtaining written verification from the welfare agency. The prohibition against reducing the rent does not apply in situations where the family's time limit for receipt of welfare benefits has expired or when the Family has complied with the welfare requirements but has been unsuccessful in finding a job.

All affected families must be notified of their right for an administrative review through the grievance procedure.

U. INCOME FROM TRAINING PROGRAMS AND EMPLOYMENT

Annual Income for the purpose of determining initial and/or continued eligibility does not include:

- The earnings and benefits to any family member resulting from participation in a program providing employment training and support services in accordance with the Family Support Act (42 U.S.C. 1473t) or any comparable Federal, State, or local law during the exclusion period.

- Incremental earnings and benefits resulting from any family members' participation in qualifying state or local employment training programs.

V. SECURITY DEPOSITS

All Authority residents including employee residents, police officers, security officers, and resident assistants shall pay a security deposit upon initial admission.

1. The amount of security deposit for Public Housing residents shall be:

   A. The greater of $100 or one month's Total Tenant Payment for any Tenant admitted into the Low Rent Housing Program before January 1, 2002.

B. The greater of $150 or one month's Total Tenant Payment for any tenant admitted into the Low Rent Housing Program on or after January 1, 2002. Gradual payment of the security deposit may be approved by the site manager. However, the full amount of the security deposit must be paid within 60 days from the date of admission. The gradual payment of the security deposit will be approved if the applicant demonstrates financial hardship to the manager.

2. The amount of security deposit for Section 8 New Construction residents shall be the security deposit may not exceed the residents monthly Total Tenant Payment established at move-in. (See HUD #350.3, change 22, and Section 4-8).

IX. RECERTIFICATIONS

A. INTRODUCTION

HUD requires that the Authority recertify all tenant families at least annually. At the annual recertification, families must report their current household composition, income, deductions and allowances. Between regular annual recertification's, HUD requires that families report all changes in household composition, but the Authority decides what other changes must be reported and the procedures for reporting them. This Section defines the Authority's policy for conducting annual recertifications. It also explains the interim reporting requirements for families, and the standards for timely reporting.

B. ELIGIBILITY FOR CONTINUED OCCUPANCY

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

1. Qualify as a family as defined in this policy;

2. Meet the criteria considered for continued occupancy stated in Section II (F) of this policy;

3. Are not in breach of the dwelling lease;

4. Whose family members each have submitted, a copy of their social security card or have certifications on file that they do not have a social security number;

5. Whose family members have submitted a copy of their birth certificates;

6. Where all adult residents of public housing have been contributing eight (8) hours of community service per month to the community in which the family resides. Exempted are those:

- Employed
- Elderly
- Residents with a disability
- Full-time students
- Participating in an economic self sufficiency program excluded from the state's work requirements.
- Are not in violation of the activities listed in Section II F of this ACOP.

C. ANNUAL RECERTIFICATIONS

1. Introduction:

   (a) The terms annual recertification and annual Re-examination are synonymous.

   (b) In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

   (c) Annual recertifications will be completed within 12 months of the anniversary of Tenant's move-in date. [*Example*: If family moves in anytime during August of a certain year, the annual recertification will be conducted to be effective on August 1, the following year and each year thereafter]. The recertification process will begin 120 days prior to the anniversary date.

2. Reexamination Notice to the Family:

   (a) All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 120 days in advance of the anniversary date. The Authority will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

   (b) The Authority's method for conducting annual recertifications is to schedule the specific date and time of appointments in the written notification to the family.

   (c) Persons with Disabilities: Persons with disabilities, who are unable to come to the Authority's office will be granted an accommodation of conducting the interview at the person's home upon verification that the accommodation requested meets the need presented by the disability

3. Collection of Information:

   (a) A Houston Housing Authority representative will interview the family and enter the information provided by the family into the Authority's tenant information system.

4. Requirements to Attend*:* The head of household and spouse are required to attend the recertification interview and sign the application for continued occupancy. All family members 18 years of age and older are required to attend and sign a HUD-9886 form or HUD-9887 form, Income Verification, Criminal Background release form, and any other documents to verify status. If the head of household, spouse or family member 18 years or older are unable to attend the interview, the appointment will be rescheduled at a reasonable time thereafter not to exceed 30 days. It is the family's responsibility to attend and arrange to meet this commitment.

5. Failure to Respond to Notification to Recertify:

   (a) The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to seven days prior to the interview.

   (b) If the family fails to appear for the appointment, and has not rescheduled or made prior arrangements, the Authority will issue a 30-day lease violation notice, raise the tenant's rent to the Flat Rent that has been established for tenant's unit, and begin eviction procedures.

6. Documents Required From the Family: In the notification letter to the family, the Authority will include instructions for the family to bring the following:

   (a) Documentation of income for all family members.
   (b) Documentation of liquid and non-liquid assets.
   (c) Documentation to substantiate any deductions or allowances.
   (d) Documentation to substantiate change in family composition.
   (e) Verification of completion of required 8 hours per month of community service.

7. Verification of Information:

   (a) All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. The Authority will utilize the Enterprise Income Verification (EIV) system to verify information in accordance with the EIV Security

Policy in Appendix A. Verifications used for recertification must be less than 90 days old. All verifications will be placed in the file, which has been established for the family.

(b) When the information has been verified, it will be analyzed to determine:

(1) The continued eligibility of the resident as a family or as the remaining member of a family. (residuum family);

(2) The unit size required by the family; and

(3) The amount of rent the family should pay.

8. Criminal Background Checks

- Criminal Background checks will be conducted on all members of the Household 18 years of age and older and subject to the guidelines under Criminal Activity contained in this Policy.

9. Changes In The Tenant Rent:

(a) If there is any change in rent, the lease will be amended, and a Notice of Rent Adjustment will be issued [24 CFR 966.4(c) & (o)]

(b) <u>Tenant Rent Increases:</u>

(1) If tenant rent increases, and the tenant has not delayed the recertification process, a thirty-day notice will be mailed to the family prior to the anniversary date.

(2) If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the Re-examination processing, the Authority will raise the tenant's rent to the Flat Rent that has been established for tenant's unit.

(c) <u>Tenant Rent Decreases:</u>

(1) If tenant rent decreases. It will be effective on the anniversary date.

(2) If the family causes a delay so that the processing of the Re-examination is not complete by the anniversary date, the Authority will raise the tenant's rent to the Flat Rent that has been established for tenant's unit. The decreased rent change will be effective on the first day of the month following completion of the Re-examination process by the Authority.

D. COMMUNITY SERVICE/SELF SUFFICIENCY REQUIREMENT

1. The Quality Housing and Work Responsibility Act of 1998 (QHWRA), requires that all non-exempt public housing adult residents (18 or older) contribute eight (8) hours per month or 96 hours per year of community service (volunteer work) or participate in up to 96 hours of self sufficiency activities that will help an individual toward economic independence.

2. The Houston Housing Authority Manager will identify residents who are required to participate in community service. This may be done during each annual or interim re-certification for current residents of public housing beginning 8/01/03, and for each new resident and family member who is selected for occupancy after 8/01/03. Community service is a variety of voluntary activities to be performed by residents under the supervision of assigned personnel from the agencies and organizations identified as eligible administrators of a Community Services Program for the benefit of Houston Housing Authority's Low Rent Public Housing Program residents. The community service activities which the residents may perform may include, but are not limited to:

   (a) Selected office related services in the Authority developments or Administrative offices.
   (b) Neighborhood group special projects.
   (c) Self-improvement activities such as household budgeting, credit counseling English proficiency, GED classes or other education and training activities.
   (d) Tutoring elementary or high school age residents.
   (e) Servicing in onsite computer training centers.
   (f) Volunteer services in local schools, daycare centers, hospitals, nursing homes, youth or senior organization, drug/alcohol treatment centers, recreation centers, etc.
   (g) Volunteering with approved faith based organizations.
   (h) Participation in Resident Council Activities (including meeting, committee and activities, and sponsored by the Resident Council.
   (i) Participation in political activities is not an eligible community service activity

3. Self-Sufficiency Activities

   Residents that participate in self-sufficiency activities for eight (8) hours each month or 96 hours per year can satisfy the Community Service Requirement. Residents are encouraged to select such activities to satisfy the requirement. Such activities can include, but are not limited to:

   (a) Apprenticeships and job readiness training;
   (b) Substance abuse and mental health counseling; treatment;
   (c) English proficiency, GED, adult education, junior college or other formal

education; household budgeting and credit counseling;

(d) Small business training.

(e) Houston Housing Authority sponsored economic self-sufficiency program;

(f) Houston Housing Authority contracted economic self-sufficiency program.

4. Exemptions

The public housing tenants exempt from the community service and self-sufficiency requirement are those:

S. Age 62 years or older.

T. Individuals with disabilities or the primary caretakers of such individuals (as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c) who certify that because of this disability they are unable to comply with the service provisions.

U. Engaged in work activities as defined in section 407(d) of the Social Security Act (42 U.S.C. 607(d)), specified below:

1. Unsubsidized employment;
2. Subsidized private-sector employment;
3. Subsidized public-sector employment;
4. Work experience (including work associated with the Refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
5. On-the-job-training;
6. Job-search and job-readiness assistance;
7. Community service programs;
8. Vocational educational training (not to exceed 12 months with respect to any individual);
9. Job-skills training directly related to employment;
10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
12. The provision of childcare services to an individual who is participating in a community service program.

The Authority will consider a combination of 30 hours from school and work as an exemption described in Section 407(d) of the Social Security Act, and implementing regulations 45 CFR Section 261.31(a)(1)).

The Housing Authority can use reasonable guidelines in clarifying this statutory list of work activities in coordination with the Temporary Assistance to Needy Families

(TANF) agency, as appropriate.

V. Meet the requirements for being exempt from having to engage in a work activity under the State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program in Texas, including a State-administered welfare-to-work program.

W. If a member of a family receiving TANF assistance, benefits, or service under the State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 *et seq.*); or under any other welfare program in Texas, including a State administered welfare-to-work program and has not been found by the State or other administering entity to be in non-compliance with such program.

It is the responsibility of the resident to provide documentation that he/she qualified for an exemption.

5. Relief from Community Service Requirement

Household members may be exempted from the Community Service Requirement at any time during the lease period. Relief from this requirement can be authorized by the property manager when the eligible household member presents verification to the manager that the individual (18 years or older) in the household qualifies for an exemption as outlined in section 4 above and in accordance with the applicable Houston Housing Authority Standard Operating Procedure for Community Service and Self Sufficiency. The Authority has developed and made available exemption forms and voluntary non-compliance forms for use by the residents. These forms are recommended to be used to document the exemption from the Community Service requirement or to acknowledge non-compliance and promise / commit to comply with this legislative and regulatory requirement in the near future.

If a household member becomes gainfully employed (30 hours per week or more) before fulfilling the annual or prorated Community Service hours, the Community Service hours would be waived. For instance; If Jane Doe who has an anniversary date of January; becomes employed in March and did not have the opportunity to fulfill her Community Service hours for January and February, those community service hours would be waived.

Conversely, if a resident becomes unemployed, they must begin Community Service hours the month following the month in which they became unemployed (on a pro-rated basis). For instance, If Jane Doe has an anniversary date of January becomes unemployed in June; and does not find employment for the duration of the year; (July-December) she would be responsible for completing 48 Community Service hours.

6. Lease Requirement and Documentation

- The Houston Housing Authority Lease may not be renewed or extended if there is noncompliance with the community service requirement. The lease provides for termination and eviction of the entire household for such noncompliance. The community service lease provisions will be implemented for current residents at the next regularly scheduled Re-examination on or after August 1, 2003, and for all new residents effective August 1, 2003. Documentation of compliance or noncompliance will be placed in each resident's file (see Houston Housing Authority SOP). Documentation (evidence) of an exemption to the community service requirement must be placed in the resident's file.

E. TIMELY REPORTING OF INTERIM CHANGES

1. Standard for Timely Reporting Changes:

   (a) The Authority requires that families report in writing interim changes of income and family composition to the Authority within 10 days of when the change occurs. For changes in family composition, the family must obtain the Authority's written approval prior to any additions to the household other than additions due to birth, adoption and court-awarded custody. Any information, document or signature needed from the family to verify the change must be provided within 10 days of the change.

   (b) If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation in the time period requested by the Authority, it will be considered untimely reporting, and the family will be subject to eviction.

2. Interim Re-examination Policy:

   (a) Increases in Income to be reported: Families must report all increases in income/assets of all household members to the Authority in writing within I0 calendar days of the occurrence.

   (b) Increases in Income and Rent Adjustments: The Authority will process rent adjustments only for increases in gross income due to the adding of new lease members or a change in income source. The increase rent adjustment will be effective the first day of the second month after the interim re-examination. However, Tenants are still required to report all changes in income between regularly scheduled annual recertifications within 10 calendar days of the occurrence. All other rent increases will be effective and processed during the next scheduled annual re-certification.

(c) Decreases in Income and Rent Adjustments: The Authority will process rent adjustments for decreases in income, which will last more than 30 calendar days, and are reported between regularly scheduled annual recertifications. Rent decreases will be effective the first of the month following the month in which the change was reported in writing and verified. Resident will pay the lower rent pending verification.

(d) Other Interim Reporting Issues: An interim Re-examination will be scheduled for families with zero and/or unstable income every 90 days. Elderly family members and persons with disabilities are exempt from this Re-examination.

3. Any changes reported in writing by residents other than those listed in this section will be noted in the file by the staff person but will not be processed until the next regularly scheduled annual recertification.

4. Houston Housing Authority Errors: If the Authority makes a calculation error at admission to the program or at an annual Re-examination, an interim Re-examination will be conducted to correct the error, but the family will not be charged retroactively.

5. Procedures:

(a) The Authority will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

(1) Increases in the Tenant Rent are effective on the first day of the 2nd month following the month when the change was reported or implemented following a 30-day notice of the change.

(2) Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported, subject to verification.

(b) The change may be implemented based on documentation provided by the family, pending third party written verification.

6. If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim Re-examination processing and the following guidelines will apply:

(a) Increase will be effective retroactive to the date it would have been effective had it been reported on a timely basis.

(b) Decrease will be effective on the first of the month following completion of processing by the Authority and not retroactively.

(c) If the Authority fails to process the change in a timely manner, any increase in rent will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the Authority.

F. FRAUD

The U.S Department of Housing and Urban Development (HUD) expects Public Housing Authorities (PHA) to have preventative measures in place to ensure that the appropriate subsidy levels are paid to assist public housing residents. Such measures must enable a PHA to quickly detect and resolve errors, omissions, fraud and abuse committed by public housing applicants and residents.

If a family misrepresents income, assets, allowances, or deductions, the Authority will make every effort to recover any overpayment in subsidy made as a result of resident fraud or abuse.

A family who owes $2,500.00 or more; public housing assistance will be terminated and they may be referred to the HUD Office of Inspector General for prosecution.

G. REPAYMENT AGREEMENTS FOR UNDER-REPORTED INCOME

Residents who owe less than $2,500.00 as a result of underreported income, must repay the debt in full immediately. However when it is not feasible for the debt to be paid in full immediately, a written Repayment Agreement will be executed to collect the outstanding debt. Residents executing repayment agreements must pay 50% of the total amount owed to initiate the repayment agreement. The balance of the debt must be repaid within a 12-month period and due the 1st of each month.

Residents who default in their monthly repayment agreement will be subject to eviction.

X. TRANSFER POLICY

A. GENERAL TRANSFER POLICY

1. Public Housing Transfer Policy

a) It is The Authority's policy that transfers will be made without regard to race, color, national origin, sex, religion, sexual orientation or familial status. Residents with a disability may receive an offer to transfer to a unit with the required accessibility features as a reasonable accommodation. (Required, 24 CFR ə 100.5)

b) Resident will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident for other undesirable conditions as determined by the Executive Director or designee. (Not a HUD requirement, Houston Housing Authority option)

c) Resident will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfer or the removal of the household from the transfer list for voluntary transfer. The good cause standard applicable to new admissions shall apply to transfers.

d) When a public housing resident requests a reasonable accommodation, the Authority may offer the resident the opportunity to transfer to another available, comparable, appropriately-sized unit with the required accessibility features as a reasonable accommodation. The resident may reject two offers to transfer before the resident's name is placed at the bottom of the waiting list for an accessible housing unit with the required number of bedrooms. If a resident rejects the transfer for a reason that is not in the control of the resident, their name will remain on the transfer waiting list. If a resident rejects two offers to transfer, the Authority will, at the request of the resident, make reasonable modifications to those elements in the resident's current unit that are necessary to provide greater accessibility unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.

2. **New Construction Section 8 Transfer Policy**

a) New Construction Section 8 Developments (Long Drive and Telephone Road)

b) Residents of New Construction Section 8 Developments, in compliance with applicable HUD regulations, may not transfer from one New Construction Section 8 development to any other developments.

c) Other Houston Housing Authority residents may not transfer to a New Construction Section 8 development without being processed as an applicant through normal selection from the site-based waiting list for the subject development.

d) New Construction Section 8 residents may apply for assistance at public housing development or other New Construction Section 8 developments or any tenant-based Section 8 program.

e) New Construction Section 8 residents may transfer to another rental unit within the same new construction Section 8 development.

f) In accordance with applicable HUD regulations, HUD requires the Authority to assign units according to the number of persons in the household, the age and gender of the household members and the reasonable accommodation needs of household members with disabilities**.** If the resident is or becomes eligible for a different size unit, and the required size unit becomes available, the tenant agrees to:

1) Move within 30-days after the Authority notifies him/her that the unit of the required size is available within the project; or

2) Remain in the same unit and pay the HUD approved market rent (Contract Rents).

B. TYPES OF TRANSFERS

1. This policy sets forth two categories of transfers. Priority for transfers and the order in which families are transferred shall be subject to the hierarchy by category set forth below.

Category 1 Transfers are mandatory when the unit or building conditions pose an immediate threat to the resident's life, health, or safety, as determined by the Authority. Priority transfers within sites or between sites may be made to: permit repair of unit defects hazardous to life, health, and safety; alleviate verified medical problems of life threatening nature; based on threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood or to remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency), provide housing options to residents who are victims of hate crimes and/or domestic violence. Relocation and reasonable accommodations for persons with disabilities pertaining to 504 compliance will also be listed as Category 1.

Residents' requests for transfer as reasonable accommodations will also be listed as Category 1 and may be made to the Site Manager or the 504/ADA Administrator at 2640 Fountainview, Houston, Texas 77057 phone number 713-260-0528. A transfer as a reasonable accommodation for a resident with a disability takes priority over other resident transfers and new admissions.

The resident with a disability making a reasonable accommodation request shall submit a completed and signed Request for Reasonable Accommodation form and a Transfer Request form. When requested, the site manager or the 504/ADA administrator will assist the resident with completion of these forms. Once the need for accommodation has been verified, the resident's name will be placed on the transfer list for an appropriately sized housing unit with the required

accessibility features. These transfers shall take priority over new admissions.

Category 2 Administrative transfers: Transfers within sites or between sites may be made to correct occupancy standards (mandatory: over or under the Authority's standards.

Mandatory transfers within sites or between sites may be made to: correct and avoid concentration of the most economically and socially deprived families; or correct occupancy standards (Voluntary if the family is between the minimum and maximum occupancy standard but the family request a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms), to address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

These transfers will not take priority over new admissions.

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

C. PROCESSING TRANSFERS

1. The Authority will develop and maintain, using data collected from each property manager, a Transfer List that prioritizes the transfer of residents with disabilities over new admissions, according to the priorities set forth in the amended ACOP. The Section 504/ADA Administrator will update and maintain the Transfer List on a monthly basis. The Transfer List will document the following: (i) date and time of each transfer request; (ii) name and address of resident(s); (iii) reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for an accessible unit or a unit with accessible features; (iv) current disposition of transfer request; (v) date of transfer; and (vi) name(s) of resident(s) transferred out of a unit to accommodate a resident's disability per the Authority's implementation of the *Residential Lease Agreement* that requires a resident without a disability to relocate to a vacant, non-accessible unit, at the Authority's reasonable expense.

2. The Leasing and Occupancy Analyst will sort requests for transfers into categories. Admission from the transfer list will be made in the following order:

   - Category 1 Administrative Transfers,
   - Category 2 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. Transfers of residents with disabilities are given priority.

3. At the time of re-examination, if the Family is determined to be over/under housed they will be placed on the Waiting list in Category 2 using the occupancy

standards in Section V of this policy.

4. Residents in a Category 2 over/under housed status will be advised in their 30 day "Notice of Results of Re-examination" that a transfer is recommended.

5. Split-family transfers will be processed as Category 2 administrative transfers. Families that spilt 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. Options for split-family transfers will be considered only in order to minimize the impact on vacant units

6. Multiple families in Same Household: When families in housing consist of two families living together, (such as a mother and father, and a daughter with her husband or children), if they apply as a family unit, they will be treated as a family unit. Secondary families are encouraged to place an application. If the Head of Household should decide to move the remaining members will not be allowed to remain in the unit.

7. Category 2 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 10 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

8. Transfers between site based and non-site based are not permitted except to address very critical conditions under the "Priority Transfers" category, which includes transferring a resident with a disability. These type transfers will be subject to the exclusive approval of the Executive Director, or the Deputy Director of Housing Operations.

9. In such cases where the addition of a new member who has not been born, married, or legally adopted into the family, and the addition will affect the bedroom size required by the family, the Authority will not approve the addition.

10. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The resident must notify the Authority of the move-out within five calendar days of its occurrence. These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.

D. <u>RECORD REQUIREMENTS FOR TRANSFERS</u>

1. In general, and in all cases of resident-requested transfers, residents will be considered for transfers only if they:

   (a) Have not engaged in criminal activity that threatens the health and safety

of residents and staff;

(b) Do not owe back-rent or other charges, or have not established a pattern of late payment; or

(c) Meet reasonable housekeeping standards and have no house-keeping lease violations

2. Exceptions to good record requirements may be made for emergency transfers, transfers of individuals with a disability, or when it is to the Authority's advantage (e.g. a single person is living alone in a three bedroom unit and does not want to move) to move forward with the transfer. The determination to make exceptions to the record requirement will be made by the recommendations of the Deputy Director of Housing Operations.

Absent a determination of exception the following policy applies to transfers:

(a) If back rent is owed the resident will not be transferred until back rent is paid in full.

(b) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

E. COST OF TRANSFER

Resident 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. The Authority is primarily responsible to pay for any reasonable moving-related expenses of both the family/resident with a disability in the accessible unit and, if necessary, any reasonable moving-related expenses of the resident/family without a disability who has to move out of the accessible unit. This obligation is part of the Authority's duty to accommodate its residents with disabilities and provide accessible units/units with accessible features.

XI. LEASE TERMINATIONS

A. INTRODUCTION

The Authority may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations, and the terms of the lease. This Section describes the Authority 's policies for notification of lease termination and provisions of the lease. Lease termination and evictions will be processed in accordance with the Authority 's current lease and grievance procedures. The Dwelling Lease and Grievance Procedures are incorporated into this document by reference.

B. TERMINATION BY TENANT

The tenant may terminate the lease by providing the Authority with a 30-day written notice as defined in the lease agreement.

C. TERMINATION BY HOUSTON HOUSING AUTHORITY - PUBLIC HOUSING

The lease may be terminated by the Authority at any time by giving written notice for serious or repeated violation of material terms of the Lease or Tenants failure to pay rent and other charges.

- If an adult Public Housing resident fails to complete all the community service hours by annual recertification time, the lease will be terminated. However, the resident and the Authority may enter into an agreement to bring the resident current on delinquent service hours. Residents must complete delinquent community service hours within twelve (12) months in addition to maintaining the current community service obligations. Failure to stay current will result in Lease termination.

- These requirements apply to only Public Housing residents. Community service work requirements are not applicable to New Construction Section 8 residents.

1. NOTIFICATION REQUIREMENTS

a) The Authority 's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this Plan. (See Section on Lease and Grievance Policy.)

b) Notices of lease termination may be served personally or by Certified or First Class mail.

c) Timing of the Notice:

(i) If the Authority terminates the lease, written notice will be given as follows:

(a) At least 14 days prior to termination in the case of failure to pay rent.
(b) At least 3 days prior to termination commensurate with the One Strike violation (e.g. criminal and/or drug activity).
(c) At least thirty days prior to termination in all other cases.

(ii) The Authority shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit upon termination of the lease and eviction from the dwelling unit.

d) Criminal Activity: In an eviction for criminal activity, the Authority shall have the discretion to consider, but is not limited to, the following circumstances of the case:

(i) The seriousness of the offense;
(ii) The extent of participation by family members;
(iii) The effects on non-involved family members.

D. TERMINATION BY HOUSTON HOUSING AUTHORITY – NEW CONSTRUCTION SECTION 8

1. GENERAL

a) The Authority must not refuse to renew a lease solely because a lease term has expired.

b) The Authority may require tenants to give thirty days written notice before vacating a unit.

c) The Authority may evict tenants only for:

(1) material non-compliance with the lease
(2) failure to carry out obligations under any State of Texas landlord and tenant act

d) "Other good cause". As stated in part 3 of this section. Evictions for other good cause may be effective only at the end of a lease term.

2. MATERIAL NON-COMPLIANCE

The term material noncompliance within the lease includes:

a) one or more substantial violations of the lease;

b) repeated minor violations of the lease that:

(1) disrupt the livability of the project,

(2) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities,

(3) interfere with the management of the project, or

(4) have an adverse financial effect on the project;

c) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies) or to knowingly provide incomplete or inaccurate information; and

d) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law.

3. OTHER GOOD CAUSE

The Authority may terminate a tenancy for other good cause. "Other good cause" includes, but is not limited to, a tenant's refusal to accept an owner's proposed modification of the lease. HUD does not determine whether a particular situation constitutes good cause. Any issue regarding the existence of good cause is resolved by the landlord-tenant court in an action for eviction of the tenant. Whatever the cause, the owner must have given the tenant prior notice that such action would be grounds for termination of tenancy. Termination for "other cause" may only be effective as of the end of any initial or successive term and in accordance with notice requirements set forth below.

4. TERMINATION NOTICE

If the Authority proposes to terminate a lease, the owner must give the tenant written notice of the proposed termination. If the owner is terminating the lease for "other good cause," the termination notice must be received by the tenant at least 30 days before the date the tenant will be required to move from the unit. This notice period may run concurrent with any comparable notice period required by State or local law. The owner must serve the notice in accordance with the procedures below.

a) The owner's notice must:

1) specify the date the lease will be terminated;
2) state the grounds for termination with enough detail for the tenant to prepare a defense;
3) advise the tenant that if he or she remains in the leased unit on the date specified for termination, the owner may seek to enforce the termination only by bringing a judicial action, at which time the tenant may present a defense; and

4) Advise the tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the owner. The 10-day period may begin on the earlier of the date the notice was hand delivered to the unit or the day after the date the notice was mailed.

b) In any case in which a tenancy is terminated because of the tenant's failure to pay rent, the notice shall state the dollar amount of the balance due on the rent account and the date of such computation.

c) The failure of the tenant to object to the termination notice shall not constitute a waiver of the tenant's rights to thereafter contest the owner's action in any court proceeding.

d) A termination notice for "other good cause" must provide that the proposed termination will be effective at the end of the lease term, but no less than 30 days from the date of the notice.

5. MANNER OF SERVICE

Manner of service will be in accordance with the provisions of State and local law. Notice of lease termination must be hard delivered and mailed to the tenant or by Certified or First Class mail.

6. EVICTION

a) The Authority may not evict any tenant except by judicial action pursuant to State or local law and in accordance with HUD regulatory requirements.

b) If an eviction is initiated, the Authority may rely only upon those grounds cited in the termination notice. The Authority, however, is not precluded from relying on grounds about which we had no knowledge at the time the termination notice was sent.

E. RECORD KEEPING

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

1. Name of resident, number and identification of unit occupied;

2. Date of the Notice of Lease Termination and any other notices required by State or local law;

3. Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail;

4. Date and method of notifying the resident;

5. Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

XII. GRIEVANCES AND APPEALS

A. INTRODUCTION

The informal hearing requirements defined in HUD regulations and the Houston Housing Authority Grievance Procedure are applicable to participating families who disagree with an action, decision, or inaction of the Authority.

B. APPEALS BY TENANTS

Grievances or appeals concerning the obligations of the tenant or the Authority under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the Authority, which is incorporated into this document, by reference and is the guideline to be used at the time such grievance or appeal arises.

C. APPEALS BY APPLICANTS

1. Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.

2. Applicants must submit their request for an informal hearing in writing to the Authority within 14 calendar days from the date of the notification of their ineligibility. If the applicant fails to request an informal hearing within the specified period, he/she waives their right to an informal hearing.

3. If the applicant timely requests an informal hearing, the Authority will provide an informal hearing within 90 calendar days of receiving the request. The Authority will notify the applicant of the place, date, and time.

4. Informal hearings will be conducted by an impartial hearing officer, the person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

5. The applicant may bring to the hearing any documentation or evidence he/she wishes and the evidence along with the data compiled by the Authority will be considered by the hearing officer.

6. The hearing officer will make a determination based upon the merits of the

evidence presented by both sides. Within 10 business days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

7. The grievance procedures for Public Housing tenants do not apply to Houston Housing Authority determinations that affect applicants.

XIII. DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES

1. Accessible Dwelling Units - when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in **24 CFR § 8.32 & § 40** [the Uniform Federal Accessibility Standards] is "accessible" within the meaning of this paragraph.

   When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the needs of that individual with a disability, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit that can be used by individuals with disabilities. **[24 CFR § 8.21]**
3. Accessible Route - A continuous unobstructed path connecting all accessible elements and spaces in a building or facility. Interior accessible routes may include corridor, floors, ramps, elevators, lifts, and clear floor space at fixtures. Exterior accessible routes may include parking access aisles, curb ramps, walks, ramps and lifts. **[24 CFR § 8.3 & § 40.3.5]**
4. Adaptability - The ability of certain building spaces and elements, such as kitchen counters, sinks, and grab bars, to be added or altered so as to accommodate the needs of either individuals with disabilities or individuals without disabilities, or to accommodate the needs of persons with different types or degrees of disability. **[24 CFR § 8.3 & § 40.3.5]**
5. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. **[24 CFR § 8.3 & § 8.23 (b)]**
6. Applicant - a person or a family that has applied for admission to housing.
7. Area of Operation - The jurisdiction of the Authority as described in New Jersey law and the Houston Housing Authority's Articles of Incorporation.
8. Assets - Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household

affects or the value of business assets." IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See **24 CFR § 5.603** for definition of Net Family Assets)

9. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. **(24 CFR § 8.3)**

10. Care Attendant - a person that regularly visits the unit of a Houston Housing Authority resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by the Authority must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

11. Co-Head of Household - a household where two persons are held responsible and accountable for the family.

12. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and with a disability, or a full-time student**. [24 CFR § 5.603]**

13. Designated Family - means the category of family for whom the Authority elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. **(PL 96-120)**

14. Designated Housing (or designated project) - a project(s) or portion of a project(s) designated for elderly only or for families with a family member with a disability only in accordance with **PL 96-106**.

15. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **(24 CFR § 5.403)**

16. Displaced Person - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement. [**(42 USC 1437a(b)(3)]**

17. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **(24 CFR § 5.603)** in this section.)

18. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other

family members who are not elderly. **(24 CFR § 5.403)**

19. Elderly Person - A person who is at least 62 years of age. **[42 USC 1437a(b)(3)]**
20. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in Houston Housing Authority housing; **OR** two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in Houston Housing Authority housing.

    The term family also includes: Elderly family (Definition #18), Near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement (Definition #25). Other persons, including members temporarily absent (e.g. a child temporarily placed in` foster care or a student temporarily away at college) may be considered a part of the applicant family's household if they are living or will live regularly with the family**. (24 CFR §§ 5 and 960)**

    Live-in Aides (Definition #26) may also be considered part of the applicant family's household. However, live-in aides have no rights of tenancy or continued occupancy.

    Foster Care Arrangements include situations in which the family is caring for a foster child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

    For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

21. 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. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trades school **(24 CFR 5.603).**
22. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.
23. Individual with Disabilities, **[24 CFR § 8.3]** -
    Section 504, The Fair Housing Act and the Americans with Disabilities Act (ADA) use the term "individual with a disability" to mean a person who has:

    (a) A physical or mental impairment that:

    - substantially limits one or more major life activities;
    - has a record of such an impairment;
    - or is regarded as having such impairment.

(b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser, whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

(c) Definitional elements:

"Physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

"Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such impairment.

NOTE: A person would be covered under the first item if the Authority refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of the Authority's housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

(d) The definition of an individual with a disability does not include homosexuality, bisexuality, or transvestitism. These characteristics do not disqualify an applicant or resident with a disability from being covered.

(e) The 504 definition of individual with handicaps is a civil rights definition.

To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

24. Kinship Care - An arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)

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

    Houston Housing Authority policy on Live-in Aides stipulates that:

    (a) Before a live-in aide may occupy a unit, a request for a live-in aide as a reasonable accommodation must be submitted to the Authority; the need and live-in aides' qualifications verified by a third party; the Live-in Aide Agreement signed; the live-in aide is qualified to provide such care and the other stipulations must be met.

    (b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);

    (c) Live-in Aides have no right to the unit as a remaining member of a resident family;

    (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.

    (e) A Live-in aide is a single individual. Live-in aide may not bring any additional person, dependents/spouse, or familiar others with them to reside in the public housing dwelling.

    (f) A Live-in Aide will be required to meet the Authority's screening requirements the same as household members. The live-in aide agrees to provide all information the Authority requires to conduct a criminal background screening. The live-in aide may be denied permission to live in the housing unit based on the results of the background screening, such as:

    A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;

Criminal activity such as crimes of physical violence to persons or property and 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 the development; and a record of eviction from housing or termination from residential programs.

26. Low-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families **(42 USC 1437a(b)).**
27. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or families with a family member with a disability only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. **(24 CFR § 5.603).**
28. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent) Some minors are permitted to execute contracts, provided a court declares them "emancipated".
30. Mixed Population Project - means a public housing project for elderly and families with a family member with a disability. The Authority is not required to designate this type of project under the Extension Act. **(PIH Notice 97-12)**
31. Multifamily Housing Project - For purposes of Section 504, means a project containing five or more dwelling units. **(24 CFR § 8.3)**
32. Near-Elderly Family - means a family whose head of household, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **(24 CFR § 5.403)**
33. Near-Elderly Person - means a person who is at least 50 years of age but below 62, who may be a person with a disability **(42 USC 1437a(b)(3))**
34. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: **[24 CFR § 5.603]**
    (a) Real property (land, houses, mobile homes)
    (b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
    (c) Cash value of whole life insurance policies
    (d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)
    (e) Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of

such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or Re-examination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms **(24 CFR § 913.102)**.

35. Person with Disabilities[6] (42 USC 1437a (b) (3)) means a person[7] who:
    (a) with a disability as defined in Section 223 of the Social Security Act **(42 USC 423)**; or,
    (b) with a physical or mental impairment that:
        - Is expected to be of long continued and indefinite duration;
        - Substantially impedes his/her ability to live independently; and,
        - Is of such nature that such disability could be improved by more suitable housing conditions; or,
    (c) with a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act **[42 USC 6001 (5)].**
36. Portion of Project - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. **(24 CFR § 945.105)**
37. Project, Section 504 - means the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. **[24 CFR § 8.3]**
38. Qualified Individual with a Disability, Section 504 - means an individual with a disability who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity

[6] NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. **[24 CFR 8.4 (c) (2)]**

[7] A person with disabilities may be a child.

that the Authority can demonstrate would result in a fundamental alteration in its nature.

(a) Essential eligibility requirements include: stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other that the Authority.

(b) For example, a person with a chronic mental illness whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the Authority as a part of the assisted program. The person may not be "qualified" for a project lacking such services. **(24 CFR § 8.3)**

39. Single Person – A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

40. Spouse - Spouse means the husband or wife of the head of the household.

41. Tenant Rent - The amount payable monthly by the Family as rent to the Authority. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the Authority and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance **(24 CFR § 5.603)**.

42. Total Tenant Payment (TTP) - The TTP is calculated using the following formula: The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP**. (24 CFR §5.613)** See the definition for Tenant Rent.

43. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to ensure that physically handicapped persons will have ready access to and use of such structures in accordance with the **Architectural Barriers Act, 42 U.S.C. 4151-415**7. The standards are set forth in **Appendix A to 24 CFR Part 40. See cross-reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).**

44. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility **(24 CFR § 965.473).**

45. Very Low-Income Family - Very low-income family means a family whose Annual

Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development **(42 USC 1437a(b).**

46. Utility Reimbursement - Funds that are reimbursed to the resident or, with the resident's permission, the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment.

XIV. HOUSEKEEPING STANDARDS

A. AUTHORITY RESPONSIBILITY

The Housekeeping Standards (the "Standards") that follow will be applied fairly and uniformly to all residents and applicants.

1) The general criteria for ranking whether a room fails will be if two (2) or more items fail in a room. The unit will fail if two (2) or more rooms fail. A unit can also fail if extreme health, safety, or sanitary conditions exist that are clearly caused by the resident/applicant.

2) The Authority will inspect each dwelling unit at least annually to determine compliance with the Standards. Upon completion of an inspection, the Authority will notify Tenant, in writing, if he/she fails to comply with the Standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a serious Lease violation.

3) Housekeeping training will be available at no cost to any resident requesting or needing assistance in complying with the Standards. Training is not available to applicants. A referral may be made to another agency on the applicant's behalf for training.

B. TENANT RESPONSIBILITY

Tenant is required to comply with the following Standards:

1) Inside the Unit:

All Areas:

a. Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.

b. Floors should be clean, clear, dry, and free of hazards.

c. Ceiling should be clean and free of cobwebs.

d. Windows should be clean and not nailed shut. Shades or blinds should be intact.

e. Woodwork should be clean, free of dust, gouges, or scratches.

f. Doors should be clean and free of grease and fingerprints. Doorstops should be present. Locks should work.

g. Heating units should be dusted and access areas should be uncluttered.

h. Trash should be disposed of properly and not left in the Dwelling Unit.

i. Entire Dwelling Unit should be free of rodent and insect infestation.

Kitchen:

a. Stove should be clean and free of food and grease.

b. Refrigerator should be clean.

c. Cabinets should be clean and neat. Cabinet surfaces and counter top should be free of grease and spilled food.

d. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for Maintenance. Heavy pots and pans should not be stored under the sink.

e. Exhaust Fan should be free of grease and dust.

f. Sink should be clean and free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.

g. Food storage areas should be neat and clean without spilled food.

h. Trash/garbage should be stored in a covered container until removed to the trash disposal area.

Bathroom:

a. Toilet and tank should be clean and odor free.

b. Tub and shower should be clean and free of excessive mildew and mold.

c. Where applicable, shower curtains should be in place and of adequate

length and width.

d. Sink, counter and storage areas should be clean.

e. Exhaust fans should be free of dust.

f. Floor should be clean and dry.

Storage Areas:

a. Linen closet should be neat and clean.

b. Other closets should be neat and clean. No highly flammable materials should be stored in the Dwelling Unit.

c. Other storage areas should be clean, neat, and free of hazards.

2) Outside the Unit:

The following Standards apply to Family and Scattered Site Developments:

a. Yards should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.

b. Porches (front and rear) should be clean and free of hazards. Any items stored on the porch should not impede access to the Dwelling Unit.

c. Steps (front and rear) should be clean and free of hazards.

d. Sidewalks should be clean and free of hazards.

e. Storm doors should be clean, with glass or screens intact.

f. Parking lot should be free of abandoned cars. There should not be any car repairs made in the parking lots.

g. Hallways should be clean and free of hazards.

h. Stairwells should be clean and uncluttered.

i. Laundry areas should be clean and neat. Lint should be removed from dryers after use.

j. Utility room should be free of debris, motor vehicle parts, and flammable materials.

Any failure to comply with the Standards that threatens the health or safety of Houston Housing Authority residents or employees will be considered a serious Lease violation, and may result in Lease termination.

HOUSTON HOUSING AUTHORITY
HOUSEKEEPING INSPECTION CHECKLIST

PROPERTY NAME: _____
DATE OF INSPECTION: _____
TENANT NAME: _____
ADDRESS: _____
PASS: _____ FAIL: _____

FRONT ENTRANCE

FRONT PORCH/STEPS	CLEAN?	YES/NO/NA
FRONT DOOR	CLEAN?	YES/NO/NA
GRAFFITI ON WALLS		YES/NO/NA
WINDOW SCREENS IN PLACE		YES/NO/NA
WINDOW SCREENS TORN		YES/NO/NA
SIGNS OF PHYSICAL DAMAGE TO FRONT YARD		YES/NO/NA

COMMENTS:_____
_____
_____

BACK ENTRANCE

BACK PORCH/STEPS:	CLEAN?	YES/NO/NA
TRASH IN YARD:		YES/NO/NA
GRAFFITI ON WALLS:		YES/NO/NA
WINDOW SCREENS IN PLACE:		YES/NO/NA
WINDOW SCREENS TORN:		YES/NO/NA
SIGNS OF PHYSICAL DAMAGE TO BACK YARD:		YES/NO/NA

COMMENTS:_____
_____
_____

LIVING ROOM

BROKEN WINDOWS:		YES/NO/NA
SHADES/MINI BLINDS DAMAGED:		YES/NO/NA
WINDOW SEALS CLEAN:		YES/NO/NA
WATER STAINS ON CEILING:		YES/NO/NA
HAS WATER LEAKAGE BEEN REPORTED TO MAINTENANCE:		YES/NO/NA
FLOORS CARPET/WOOD/TILE	CLEAN?	YES/NO/NA

LIVING ROOM (CONTINUED)

LIGHT COVERS: GLOBE/FIXTURE	CLEAN?	YES/NO/NA
WALLS:	CLEAN?	YES/NO/NA
WRITING ON WALLS:		YES/NO/NA
HOLES IN WALL:		YES/NO/NA
CLOSET ORGANIZED AND NEAT:		YES/NO/NA
CLOSET DOOR ON TRACK:		YES/NO/NA
SIGNS OF COBWEBS/DUST ON WALLS IN CORNERS:		YES/NO/NA
IS RADIATOR/AIR VENT FREE FROM TRASH/DUST:		YES/NO/NA
IS RADIATOR/AIR VENT DAMAGED:		YES/NO/NA

COMMENTS:_____
_____
_____

KITCHEN

BROKEN WINDOWS:		YES/NO/NA
SHADES/MINI BLINDS:	DAMAGED?	YES/NO/NA
WINDOW SILLS CLEAN:		YES/NO/NA
WATER STAINS ON CEILING:		YES/NO/NA
HOLES IN CEILING/WALLS:		YES/NO/NA
WATER LEAKS/HOLES IN WALLS/CEILING BEEN REPORTED:		YES/NO/NA
FLOORS CARPET/WOOD/TILE:	CLEAN?	YES/NO/NA
LIGHT COVERS GLOBE/FIXTURE:	CLEAN?	YES/NO/NA
WALLS:	CLEAN?	YES/NO/NA
WRITING, STAINS, FINGER PRINTS ON WALL:		YES/NO/NA
CLOSETS:	CLEAN?	YES/NO/NA
UTILITY CLOSET:	CLEAN?	YES/NO/NA
WASHER/DRYER CLOSET:	CLEAN?	YES/NO/NA
SIGNS OF COBWEBS/DUST ON WALLS IN CORNERS:		YES/NO/NA
RANGE: TOP/BOTTOM	CLEAN?	YES/NO/NA
RANGE HOOD FREE OF GREASE:		YES/NO/NA
REFRIGERATOR: INSIDE/OUTSIDE	CLEAN?	YES/NO/NA
SINK:	CLEAN?	YES/NO/NA
WALL CABINETS: INSIDE/OUTSIDE	CLEAN?	YES/NO/NA
BASE CABINETS: INSIDE/OUTSIDE	CLEAN?	YES/NO/NA
EVIDENCE OF ROACH/MICE INFESTATION:		YES/NO/NA
RADIATOR/AIR VENTS FREE OF TRASH/DUST:		YES/NO/NA
RADIATOR/AIR VENTS DAMAGED:		YES/NO/NA

COMMENTS:_____
_____
_____

BATHROOM #1

BROKEN WINDOWS:		YES/NO/NA
SHADES/MINI BLINDS:		YES/NO/NA
SHADES/MINI BLINDS:	DAMAGED?	YES/NO/NA
WINDOW SILL CLEAN:		YES/NO/NA
WATER STAINS ON CEILING:		YES/NO/NA
HOLES IN CEILING/WALLS:		YES/NO/NA
REPORTED TO MAINTENANCE:		YES/NO/NA
FLOOR: CARPET/WOOD/TILE	CLEAN?	YES/NO/NA
LIGHT COVERS: GLOBE/FIXTURE	CLEAN?	YES/NO/NA
WALLS:	CLEAN?	YES/NO/NA
WRITING ON WALLS:		YES/NO/NA
CLOSET DOOR ON TRACK/HINGES:		YES/NO/NA
RADIATOR/AIR VENT FREE OF TRASH/DUST:		YES/NO/NA
RADIATOR/AIR VENT DAMAGED:		YES/NO/NA
BATHROOM DOOR:	CLEAN/DAMAGED	YES/NO/NA
BATHROOM DOOR FRAME DAMAGED:		YES/NO/NA
MEDICINE CABINET:	CLEAN?	YES/NO/NA
MEDICINE CABINET: DAMAGE TO SHELVES, DOOR OR MIRROR	DAMAGED?	YES/NO/NA
BATHTUB/SHOWER:	CLEAN?	YES/NO/NA
BATHTUB/SHOWER WALLS SIGNS OF MILDEW, STAINS OR GRIME:		YES/NO/NA
SHOWER CURTAIN:	CLEAN?	YES/NO/NA
SINK:	CLEAN?	YES/NO/NA
TOILET: INSIDE/OUTSIDE	CLEAN?	YES/NO/NA
TOILET PAPER SPINDLE:		YES/NO/NA
TOILET SEAT DAMAGED:		YES/NO/NA
TOWEL/BARS SECURE TO WALL:		YES/NO/NA

COMMENTS:_____

_____

_____

BATHROOM #2

BROKEN WINDOW:		YES/NO/NA
SHADES/MINI BLINDS:	CLEAN?	YES/NO/NA
SHADES/MINI BLINDS:	DAMAGED?	YES/NO/NA
WINDOW SILL:	CLEAN?	YES/NO/NA
WATER STAINS ON CEILING:		YES/NO/NA
HOLES IN CEILING/WALLS:		YES/NO/NA
FLOORS: WOOD/TILE:	CLEAN?	YES/NO/NA
LIGHT COVERS: GLOBE/FIXTURE	CLEAN?	YES/NO/NA

WALLS: CLEAN? YES/NO/NA
WRITING ON WALLS: YES/NO/NA
CLOSET: CLEAN? YES/NO/NA
CLOSET ORGANIZED AND NEAT: YES/NO/NA
CLOSET DOOR ON TRACK/HINDGES: YES/NO/NA
SIGNS OF COBWEBS IN CORNER OF WALLS: YES/NO/NA
RADIATOR/AIR VENT CLEAR OF TRASH/DUST: YES/NO/NA
RADIATOR/AIR VENT DAMAGED YES/NO/NA
BATHROOM DOOR: DAMAGED? YES/NO/NA
BATHROOM DOOR FRAME DAMAGED: YES/NO/NA
MEDICINE CABININET CLEAN? YES/NO/NA
MEDICINE CABINET DAMAGED: DOOR/SHELVES/MIRROR YES/NO/NA
TUB/SHOWER CLEAN? YES/NO/NA
TUB/SHOWERWALLS SIGNS OF MILDEW, STAINS, OR GRIME: YES/NO/NA
SHOWER CURTAIN: CLEAN? YES/NO/NA
SINK: CLEAN? YES/NO/NA
TOILET: INSIDE/OUTSIDE CLEAN? YES/NO/NA
TOILET PAPER SPINDLE: YES/NO/NA
TOILET SEAT DAMAGED: YES/NO/NA
TOWEL BARS SECURE TO WALLS: YES/NO/NA

COMMENTS:_____
_____
_____

BEDROOM #1

BROKEN WINDOWS: YES/NO/NA
SHADES/MINI BLINDS: DAMAGED? YES/NO/NA
WINDOW SILLS CLEAN: YES/NO/NA
WATER STAINS ON CEILING: YES/NO/NA
HOLES IN CEILING/WALLS: YES/NO/NA
WATER STAINS ON CEILING: YES/NO/NA
HOLES IN CEILING/WALLS: YES/NO/NA
WALLS: CLEAN? YES/NO/NA
WRITING ON WALLS: YES/NO/NA
CLOSET ORGANIZED AND NEAT: YES/NO/NA
CLOSET DOOR ON TRACK/HINGES: YES/NO/NA
SIGN OF COBWEBS IN CORNERS: YES/NO/NA
RADIATOR/AIR VENTS FREE OF TRASH/DUST: YES/NO/NA
RADIATOR/AIR VENTS DAMAGED: YES/NO/NA
CIGARETTE BURN MARKS ON FLOOR: YES/NO/NA
ORDOR IN ROOM AND WHAT TYPE: _____ YES/NO/NA

COMMENTS:_____
_____

BEDROOM #2

BROKEN WINDOWS: YES/NO/NA
SHADES/MINI BLINDS: YES/NO/NA
SHADES/MINI BLINDS DAMAGED: YES/NO/NA
FLOOR: WOOD/TILE CLEAN? YES/NO/NA
LIGHT COVERS: GLOBE/FIXTURE CLEAN? YES/NO/NA
WINDOW SILLS CLEAN: YES/NO/NA
WATER LEAK STAINS ON CEILING: YES/NO/NA
HOLES IN CEILING/WALLS: YES/NO/NA
WALLS CLEAN: YES/NO/NA
WRITING ON WALLS: YES/NO/NA
CLOSET CLEAN: YES/NO/NA
CLOSET ORGANIZED/NEAT: YES/NO/NA
CLOSET DOOR ON TRACK/HINGES: YES/NO/NA
SIGN OF COBWEBS IN CORNER: YES/NO/NA
RADIATOR/AIR VENTS FREE OF TRASH/DUST: YES/NO/NA
RADIATOR/AIR VENTS DAMAGED: YES/NO/NA
CIGARETTE BURNS ON FLOOR: YES/NO/NA
DOES BEDROOM HAVE AN ORDER: TYPE _____ YES/NO/NA

COMMENTS:_____
_____
_____

BEDROOM #3

BROKEN WINDOWS: YES/NO/NA
SHADES/MINI BLINDS: YES/NO/NA
SHADE/MINI BLINDS DAMAGED: YES/NO/NA
WINDOW SILLS CLEAN: YES/NO/NA
WATER STAINS ON CEILING: YES/NO/NA
HOLE IN CEILING/WALLS: YES/NO/NA
WALLS CLEAN: YES/NO/NA
WRITING ON WALLS: YES/NO/NA
FLOOR: CARPET/WOOD/TILE CLEAN? YES/NO/NA
LIGHT COVERS: GLOBE/FIXTURE CLEAN? YES/NO/NA
CLOSET CLEAN: YES/NO/NA
CLOSET ORGANIZED AND NEAT: YES/NO/NA
CLOSET DOOR ON TRACK/HINGES: YES/NO/NA
SIGNS OF COBWEBS IN CORNERS: YES/NO/NA
RADIATOR/AIR VENTS FREE OF TRASH/DUST: YES/NO/NA
RADIATOR/AIR VENTS DAMAGED: YES/NO/NA
CIGARETTE BURNS ON FLOOR: YES/NO/NA
ODOR IN ROOM AND WHAT TYPE:_____ YES/NO/NA

COMMENTS:_____
_____
_____

BEDROOM #4

BROKEN WINDOWS:		YES/NO/NA
SHADES/MINI BLINDS:		YES/NO/NA
SHADES/MINI BLINDS DAMAGED:		YES/NO/NA
WINDOW SILLS CLEAN:		YES/NO/NA
WATER STAINS ON CEILING:		YES/NO/NA
HOLES IN CEILING/WALLS:		YES/NO/NA
WALL CLEAN:		YES/NO/NA
WRITING ON WALLS:		YES/NO/NA
FLOOR: CARPET/WOOD/TILE	CLEAN?	YES/NO/NA
LIGHT COVER: GLOBE/FIXTURE	CLEAN?	YES/NO/NA
CLOSET:	CLEAN?	YES/NO/NA
CLOSET ORGANIZED AND NEAT:		YES/NO/NA
CLOSET DOOR ON TRACK/HINGES:		YES/NO/NA
SIGN OF COBWEBS IN CORNERS:		YES/NO/NA
RADIATOR/AIR VENTS FREE OF TRASH/DUST:		YES/NO/NA
RADIATOR/AIR VENTS DAMAGED:		YES/NO/NA
CIGARETTE BURNS ON FLOOR:		YES/NO/NA
ORDER IN ROOM AND WHAT TYPE: _____		YES/NO/NA

COMMENTS:_____
_____
_____

BEDROOM #5

BROKEN WINDOWS:		YES/NO/NA
SHADES/MINI BLINDS:		YES/NO/NA
SHADES/MINI BLINDS DAMAGED:		YES/NO/NA
WINDOW SILLS CLEAN:		YES/NO/NA
WATER STAINS ON CEILING:		YES/NO/NA
HOLES IN CEILING/WALLS:		YES/NO/NA
WALLS CLEAN:		YES/NO/NA
WRITING ON WALL:		YES/NO/NA
FLOOR: CARPET/WOOD/TILE	CLEAN?	YES/NO/NA
LIGHT COVER: GLOBE/FIXTURE	CLEAN?	YES/NO/NA
CLOSET CLEAN:		YES/NO/NA
CLOSET ORGANIZED AND NEAT:		YES/NO/NA
RADIATOR/AIR VENTS FREE OF TRASH/DUST:		YES/NO/NA
RADIATOR/AIR VENTS DAMAGED:		YES/NO/NA

CIGARETTE BURNS ON FLOOR: YES/NO/NA
ODOR IN ROOM AND WHAT TYPE:_____ YES/NO/NA

COMMENTS:_____
_____
_____

BEDROOM #6

BROKEN WINDOWS: YES/NO/NA
SHADES/MINI BLINDS: YES/NO/NA
SHADES/MINI BLINDS DAMAGED: YES/NO/NA
WINDOW SILLS CLEAN: YES/NO/NA
WATER STAINS ON CEILING: YES/NO/NA
HOLES IN CEILING/WALLS: YES/NO/NA
WALLS CLEAN: YES/NO/NA
WRITING ON WALL: YES/NO/NA
FLOOR: CARPET/WOOD/TILE CLEAN? YES/NO/NA
LIGHT COVER: GLOBE/FIXTURE CLEAN? YES/NO/NA
CLOSET CLEAN: YES/NO/NA
CLOSET ORGANIZED AND NEAT: YES/NO/NA
RADIATOR/AIR VENTS FREE OF TRASH/DUST: YES/NO/NA
RADIATOR/AIR VENTS DAMAGED: YES/NO/NA
CIGARETTE BURNS ON FLOOR: YES/NO/NA
ODOR IN ROOM AND WHAT TYPE:_____ YES/NO/NA

COMMENTS:_____
_____
_____

MISCELLANEOUS ITEMS

HALLWAY(S) CLEAN: YES/NO/NA
WALLS CLEAN: YES/NO/NA
STAIRWAY CLEAN: YES/NO/NA
HANDRAILINGS SECURED TO WALL: YES/NO/NA
COMMENTS:_____
_____
_____

SMOKE DETECTOR(S)

SMOKE DETECTOR FREE OF DIRT OR DUST? YES/NO/NA
SMOKE DETECTOR IN PLACE: YES/NO/NA

SMOKE DECTECTOR FREE OF ROACHES: YES/NO/NA
HOW MANY SMOKE DETECTORS IN HOUSE:
HARDWIRED: _____ BATTERY: _____

COMMENTS:_____
_____
_____

LOCK(S)

FRONT DOOR LOCK WORK: YES/NO/NA
BACK DOOR LOCK WORK: YES/NO/NA
BEDROOM DOOR LOCKS WORK: YES/NO/NA

COMMENTS:_____
_____
_____

DOOR(S)

FRONT DOOR OPEN AND CLOSE PROPERLY: YES/NO/NA
BACK STORM DOOR OPEN AND CLOSE PROPERLY: YES/NO/NA
BEDROOM DOORS OPEN AND CLOSE PROPERLY: YES/NO/NA
BATHROOM DOORS OPEN AND CLOSE PROPERLY: YES/NO/NA

COMMENTS:_____
_____
_____

OBSERVATION OF ACTIVITY IN UNIT

IS THERE ODOR IN THE UNIT: TYPE: _____ YES/NO/NA
IS THERE FOOD IN THE UNIT: YES/NO/NA
IS THERE FURNITURE IN THE UNIT: YES/NO/NA
HAS PUBLIC SAFETY REPORTED ANY TROUBLE IN UNIT: YES/NO/NA
HAVE YOU REPORTED THIS UNIT TO PUBLIC SAFETY: YES/NO/NA
ARE THERE PEOPLE LIVING IN THE UNIT THAT
ARE NOT ON THE LEASE? YES/NO/NA
IS THIS A PROBLEM TENANT: YES/NO/NA

COMMENTS:_____
_____
_____

_____	_____
INSPECTOR	DATE
_____	_____
INSPECTOR	DATE
_____	_____
INSPECTOR	DATE
_____	_____
INSPECTOR	DATE

ENTERPRISE INCOME VERIFICATION SYSTEM

SECURITY POLICY

OF THE

HOUSTON HOUSING AUTHORITY

Adopted

July 2004

Revised April 2006

CONTENTS

1. Purpose

2. Safeguarding EIV/UIV Data
   A. Limiting Access to EIV/UIV Data
   B. Physical Security Requirements
   C. Computer System Security Requirements
   D. Disposal of EIV/UIV Information

Attachment A: User Agreement
Attachment B: EIV/UIV Access Authorization
Attachment C: Contractor acknowledgement

1. Purpose:

The purpose of this policy is to provide instruction and information to the Houston Housing Authority (the Authority) staff, consultants, contractors and tenants on the acceptable use, disposition and storage of data obtained through any Enterprise Income Verification system (EIV/UIV). This authority defines a system as an external data source that provides information either through computer matching, data storage and retrieval and transmitted either via computer, fax, or email. Data received through the U.S. Mail will also be treated in the same format as EIV/UIV data.

This policy will also provide notice for access for dispute of data received from the various EIV/UIV systems employed by the Authority, disputes regarding the data will be resolved in accordance with the Authority's Grievance policy and procedures.

The data provided via any EIV/UIV system will be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. Privacy of data and data security for computer systems are covered by a variety of Federal laws and regulations, government bulletins, and other guiding documents. The Privacy Act of 1974 as amended, 5 U.S.C. § 552 (a) is one such regulation

The Authority designated staff, will assure that a copy of Form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, has been signed by each member of the household age 18 years old or older or by a parent or legal guardian for verifications provided to the agency for a minor. All HUD 9886s will be placed in resident file and will be updated on an annual basis for each tenant or minor in the household. By signing this form, the tenant authorizes HUD and the Authority to obtain and verify income and unemployment compensation information from various sources including current and former employers, State agencies, Choicepoint, The Work Number, Advance HR Solutions, Credit Bureau reports, the SSA and other entities that may be identified in this policy in the future.

2. Safeguarding EIV/UIV Data

The information processed by any EIV/UIV system can include wage and income data about private individuals, as well as identifying information such as Social Security Number, Address, and Employment information.

The Authority's designated staff will have the responsibility of ensuring compliance with the Authority security policies and procedures outlined in this document. These responsibilities include:

1. Maintaining and enforcing the security procedures;
2. Keeping records and monitoring security issues;
3. Communicating security information and requirements to appropriate personnel, including coordinating and conducting security awareness training sessions;
4. Conducting a quarterly review of all User IDs issued to determine if the users still have a valid need to access the EIV/UIV data and taking the necessary steps to ensure that access rights are revoked or modified as appropriate. This will be conducted by designated staff; and
5. Reporting any evidence of unauthorized access or known security breaches to the Authority Executive Director and taking immediate action to address the impact of the breach including but not limited to prompt notification to appropriate authorities including the HUD Field Office's Public Housing Director.

Mailing or sending EIV/EIV/UIV data.

To avoid issues of privacy, HUD recommends shipments of sensitive data (e.g., Form 50058 data, EIV/UIV data, etc.) are be documented on a transmittal form and monitored via certified mail or FedEx to ensure that each shipment is properly received and acknowledged in a timely manner. All items transported through regular mail or courier service should be double sealed; that is, one envelop within another. The inner envelope should be marked confidential with some indication that only the designated official or delegate is authorized to open it. This practice is consistent with IRS requirements and is highly recommended. Alternatively, fax is also secure so long as the person receiving it is there when it is transmitted; email attachments are discouraged.

Limiting Access to EIV/UIV Data

The Authority will restrict access to EIV/UIV data only to persons whose duties or responsibilities require access. The Authority will maintain a record of users who have approved access to EIV/UIV data. Further, the Authority will revoke the access rights of those users who no longer require such access or modify the access rights if a change in the user's duties or responsibilities indicates a change in the current level of privilege.

EIV/UIV data will be handled in such a manner that it does not become misplaced or available to unauthorized personnel. Files containing EIV/UIV information will be color-coded or labeled clearly with the following statement "Confidential" or "For Official Use Only."

Physical Security Requirements

The Authority may use a combination of methods to provide physical security for tenant file records. These include, but are not limited to, locked containers of various types, locked rooms that have reinforced perimeters and a locked building with guards. The EIV/UIV data may also be maintained in locked metal file cabinets within a locked room.

Access to the areas where EIV/UIV is maintained will be limited even during regular work hours. This may be accomplished by the use of restricted areas, a security room, or locked office space. By controlling the movement of individuals and eliminating unnecessary traffic through these critical areas, the Authority will reduce the opportunity for unauthorized disclosure of EIV/UIV data.

If the EIV/UIV data is maintained in a security room or locked space, the Authority designated staff will establish and maintain a key control log to track the inventory of keys available, the number of keys issued and to whom the keys are issued. All employees and contractors who have been issued keys to security rooms or locked spaces will complete a form acknowledging the receipt of the key. Combination locks will be changed or reset regularly, including whenever an employee leaves the Authority.

Computer System Security Requirements

All computer systems and computers will have password restricted access, password protected screen savers and the authority will use a firewall to prevent access by unknown persons. The authority will also use Antivirus software to limit data destruction or unintended transmission via viruses, worms, Trojan horses or other malicious means. The ISM designee will be responsible for maintaining and updating the firewall and antivirus software as well as applying any security patches for the operating and other computer systems.

Patches to the Authority tenant software programs will no longer be applied using PC Anywhere after hours unless the designated employee is present to remove PC anywhere after the installation. Remote access by other computers other than those specifically authorized by a written agreement is prohibited. WebEx and other meetings that required shared use of computers will only be allowed for contractors who have executed a confidentiality agreement that is current and is on file. Written permission to access EIV/UIV data will have to be given to contractors on a case by case basis only. Violations of this requirement will result in reporting of a security breach and prosecution under the Privacy Act.

For EIV/UIV data that is saved to a local machine at the Authority office, the EIV/UIV data will be stored in a separate directory from other data maintained by the Authority. Access to this directory will be restricted to authorized users of the EIV/UIV data. Backups of tenant data will be recorded on magnetic media with other data such as a tape, diskette, optical drive, DVD and or CD ROM will protected and stored in a protected location. Off site data storage vendors will be subjected to the same requirements and will need to provide proof that the documentation is stored in a secure environment prior to transmission as well as the provision of a confidentialities agreement.

Computer repair service personnel and companies will be required to provide the following:

1. A confidentiality agreement.

2. A guarantee that the data stored on any hard drives and other recording media will be destroyed by wiping the drive with a magnet after deleting the information or other a program such as clean sweep or other programs that erase computer data so that it cannot be retrieved.

Users will retrieve computer printouts as soon as they are generated so that EIV/UIV data is not left lying unattended in printers where unauthorized users may access them.

Authorized users of EIV/UIV data are directed to avoid leaving EIV/UIV data displayed on their computer screens where unauthorized users may view it. Disabling the password protected screensaver will be grounds for dismissal. A computer will never be left unattended with EIV/UIV data displayed on the screen. If an authorized user is viewing EIV/UIV data and an unauthorized user approaches the work area, the authorized user will lessen the chance of inadvertent disclosure of EIV/UIV data by minimizing or closing out the screen on which the EIV/UIV data is being displayed.

User Accounts: User accounts for the EIV/UIV system will be provided on a need-to-know basis, with appropriate approval and authorization. The level of access granted determines the functionalities, features, and amounts of data that the user can see. The Authority Access Form will be used to request additions, deletions, or modifications of user accounts with access rights to the PIC system.

All Authority employees and contractors who access the EIV/UIV system will have a current signed User Agreement on file.

Users will maintain the security of their User Accounts by not disclosing their passwords to other staff members and not sharing user accounts with other employees or contractors. Users will not, deliberately or inadvertently, override the authorized access levels by providing EIV/UIV data to others who have limited or no access to the data.

For instance, Mary has access to Reports A and B and Betty has access only to Report A. Mary will not provide Betty with printed copies of Report B. Nor will Mary allow Betty to access the system using her User Account as this would provide Betty with unauthorized access to Report B.

At no time will any EIV/UIV system be accessed to provide information that does not relate to a tenant.

Disposal of EIV/UIV Information

EIV/UIV data will be destroyed as soon as it has served its purpose or as prescribed by the Authority's policy and procedures. All EIV/UIV originals and any documents created in association with their use will be shredded. Data that is stored on media other than paper will be destroyed after the 3 year required period for storage has elapsed. Paper data storage will be shredded after appropriate data storage has expired.

Burning precautions: The EIV/UIV material may be burned in an incinerator that produces enough heat to burn the material and to ensure that all of the material is consumed.

Shredding precautions: To make reconstruction more difficult, the EIV/UIV will be shredded using a crosscut 1/4 inch shredder. It is important that a log or register be maintained of all documents that have been burned or shredded.

Security Awareness Training:

Security awareness training is a crucial aspect of ensuring the security of the EIV/UIV system and data. Users and potential users will be made aware of the importance of respecting the privacy of data, following established procedures to maintain privacy and security, and notifying management in the event of a security or privacy violation.

Before granting Authority employees and contractors access to EIV/UIV information, each employee and contractor must be trained in EIV/UIV security policies and procedures. Additionally, all employees having access to EIV/UIV data will be briefed at least annually on the Authority's security policy and procedures that require their awareness and compliance. The Authority designated staff will record on a Authority form or record of Security Training all the users attending each briefing.

On completion of security awareness training the Authority will make sure that employees or contractors who access the EIV/UIV data have completed a Authority User Agreement or Authority Contractor Agreement indicating that they are aware of the safeguards and responsibilities associated with using the system. Authority employees will be advised of the penalties associated with the provisions of the Privacy Act of 1974, Section 552(a), which makes unauthorized disclosure or misuse of tenant wage data a crime punishable by a fine of up to $5,000. (See Section 1.3 Privacy Act Considerations and Appendix 2. Criminal Penalties Associated with the Privacy Act.)

Designated Authority staff may communicate security information and requirements to appropriate personnel using a variety of methods outside of the formal training and awareness sessions. These methods may include:

Discussions at group and managerial meetings; and
Security bulletins posted throughout the work areas.

Passwords and Password changes:
Many of the HUD EIV/UIV systems require frequent changes in passwords; these passwords will be recorded in the user log and stored in a secure location. Passwords will be required to have a minimum of 6 and a maximum of 8 characters and numbers. Examples of good passwords are:

L*%er7y for Liberty
softW2are for 2 software

It will be required that any password granted to an employee or authorized user will be revoked prior to termination of that employee or user to ensure data safety.

The Executive Director or designee will have the authority to inactivate the user id of any employee at the Authority at any time. Otherwise, the power to change passwords will reside with the employee only.

Record Keeping and Reporting Requirements

The Authority will keep a master log of all users in a secure locked location that is only accessible by the Executive Director and/or their designee.

All user access authorizations and other documents required by this policy will be maintained in these logs.

Reporting Improper Disclosures

Recognition, reporting, and disciplinary action in response to security violations are crucial to successfully maintaining the security and privacy of the EIV/UIV system. These security violations may include the disclosure of private data as well as attempts to access unauthorized data and the sharing of User IDs and passwords. Upon the discovery of a possible improper disclosure of EIV/UIV information or another security violation by a Authority employee or any other person, the individual making the observation or receiving the information will contact the Authority's designated staff who will document all improper disclosures in writing providing details including who was involved, what was disclosed, how the disclosure occurred, and where and when it occurred.

Attachment A

USER AGREEMENT

HOUSTON HOUSING AUTHORITY

As an authorized user of Enterprise Income Verification (EIV/UIV) information, I understand the information obtained may only be used for official Authority business.

I understand my user ID and password is to be used only by me. Under no circumstances will I reveal or allow use of my password by another person.

I understand any printed EIV/UIV data must be stored in a locked container or room and it must be shredded, burned or otherwise destroyed when no longer needed.

I understand if I fail to follow any of the PHA's or HUD's standards, I may be subject to disciplinary action and/or prosecution. Willful unauthorized disclosure of EIV/UIV can result in a felony conviction punishable by a fine up to $5,000 and/or imprisonment up to five (5) years, as well as civil penalties. Also, willful unauthorized inspection of EIV/UIV can result in a misdemeanor penalty of up to $1,000 and/or (1)-year imprisonment, as well as civil damages.

I understand and agree to follow the security procedures stated in this agreement.

_____	_____	_____
Employee Signature	Printed Employee Name	Date

A Fair Housing and Equal Opportunity Agency

Attachment B

U.S. Department of Housing and Urban Development

UPFRONT INCOME VERIFICATION
PHA Access Authorization Form

(Please Print or Type)

Housing Authority Name: Housing Authority of the City of Houston PHA Code: TX005

User Details

Type of Function (check one)

_____New User in PIC _____Reset Password _____ Modify Access _____Terminate User

_____Existing PIC User User's System ID (from HUD) _____

Social Security Number (SSN) _____ _____ _____

Authorized User's Name (Last, First & MI) Office Phone Number

_____ _____

Office Address E-Mail Address

_____ _____

_____

_____

Type of Work which involves use of EIV/UIV Information:

_____

_____

Access Role: Voucher Occupancy _____ Public Housing Occupancy _____ Both _____

Limit to Following PH Development Numbers (Attached additional sheet if needed)

_____

_____

_____

I authorize/request the above person access as indicated to the EIV/UIV System.

Executive Director's Name (Print) _____ Date _____

Executive Director's Signature _____ Date _____

File in Security Control File

Attachment C:

CONTRACTOR ACKNOWLEDGEMENT

HOUSING AUTHORITY OF THE CITY OF HOUSTON

As a contractor assigned to work on-site in the Housing Authority of the City of Houston, I understand that only authorized (Management Company) employees may access, disclose, inspect and use Upfront Income Verification (EIV/UIV) data.

I also understand that the penalty for unauthorized disclosure or inspection of EIV/UIV by a federal employee also applies to contractors. Also, I understand that willful unauthorized inspection of EIV/UIV can result in civil and criminal penalties. The penalties are as follows:

- **Unauthorized disclosure** can result in a felony conviction and a fine up to $5,000 and /or imprisonment up to five (5) years, as well as civil penalties.

- **Unauthorized inspection** of EIV/UIV can result in a misdemeanor penalty of up to $1,000 and/or (1) –year imprisonment, as well as civil damages.

I understand that the user ID and password is to be used only by designated (Management Company). Under no circumstances will (Management Company) staff reveal or allow use of the passwords by another person. Nor will (Management Company) use another person's password and user ID.

I understand and agree to follow all Authority standards, policies and procedures.

_____	_____	_____
Contractor Signature & Title	Printed Contractor Name	Date

Attachment B

PET POLICY

ADOPTED August 2001

Introduction

The Houston Housing Authority (the Authority) is responsible for providing decent, safe, and sanitary housing for all public housing residents. Pet ownership poses several challenges to the mission. The intent of the Pet Policy is to provide opportunities for pet ownership, maintain the decent, safe, and sanitary environment, and allow pets to contribute to the enjoyment of all residents in public housing. The Authority believes that responsible pet ownership should not infringe on the rights of Houston Housing Authority residents to enjoy peaceful and healthy living conditions. Pets have the right to be lovingly cared for, and owners must take responsibility for the health and safety of pets and the Houston Housing Authority community. The Authority hopes that the joys of pet ownership contribute to enjoyment of life in Houston Housing Authority developments for those residents that take this step responsibly.

Purpose

The purpose of this policy is to set forth the Authority 's policy regarding pet ownership for residents in the public housing program. This policy is based on guidance contained in HUD's proposed rule dated June 23rd, 1999, and the final rule dated July 20, 2000. This policy complies with regulatory requirements and guidelines the Quality Housing and Work Responsibility Act of 1998 (QHWRA).

Applicability

Provisions of this policy apply to all Houston Housing Authority Public Housing units except under the following conditions:

1. A service or assistance animal that is needed as a reasonable accommodation for an individual with a disability is not subject to the requirements of the Authority's Pet Policy. The resident with a disability or the program participant with a disability shall fulfill the City of Houston Bureau of Animal Regulation and Care Responsible Pet Ownership Requirements which are:

   - Vaccinate your pet against rabies.
   - Restrain your pet with a leash or keep it behind a fence..
   - Spay or neuter your pet.
   - License your pet.
   - Provide food, water, shelter exercise and grooming.
   - Take your pet for veterinary care.
   - Provide love and affection.
   - Keep your pet free of fleas.

2. The Authority does not, by implementation of this policy, intend to limit or impair the rights of persons with disabilities.

3. The Authority reserves the right to regulate animals that assist persons with disabilities, under Federal, State, or local law.

The Provisions of this Pet Policy are incorporated by reference into every lease of any resident living in low rent public housing or Section 8 New Construction housing.

Pet Ownership Conditions

Houston Housing Authority residents of a dwelling unit in public housing, and Section 8 New Construction housing, may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the following reasonable owner requirements and responsibilities.

Pet Application and Registration Requirements

Prior to obtaining a pet, potential owners are encouraged to complete a Pet Application/Registration Form to notify the Authority of their intent to obtain a pet. This is providing the resident and the Authority an opportunity to review the suitableness of the pet being considered, and prevent the likelihood of expenses being paid for a pet that the Authority has determined unsuitable for the subject unit/development. At that time the Authority can estimate the pet deposit and non-refundable pet fee amounts, and provide information regarding pet ownership.

Pet owners are required to complete a Houston Housing Authority Pet Ownership Application and Registration Form, and pay, or make arrangements to pay pet deposit(s) and fee(s) before bringing a pet into their unit. The Houston Housing Authority pet deposit, non-refundable pet fee and copies of vaccination and certifications required by law must be submitted at the time of filing of the application. Failure to comply with this provision is a violation of the lease. The Authority will review and make a determination regarding the application within 30 days of receipt. If the Authority determines that the pet is not suitable for the type size, and location of the unit, the pet will not be permitted in the public housing development or unit. ***The Houston Housing Authority will not be responsible for any cost incurred*** *in* ***purchasing, licensing, or otherwise preparing the pet for occupancy.***

Owners must certify compliance with all applicable State and local public health, animal control, and animal anti-cruelty laws and regulations: Owners may not acquire, or have a pet prohibited by law.

Owners must certify that they will abide by the Authority's policy, rules, and regulations with regard to ownership of pets as a condition of conformity with their lease.

In compliance with 24 CFR Sec. 960.707, the Houston Housing Authority has established the following reasonable requirements:

I. Non Refundable Fee

The Public Housing resident pet owner shall pay a non-refundable nominal fee to cover the reasonable operating costs to the project relating to the presence of pets. The annual unit inspection will note damages and or deterioration to the unit, or development, that appear to be caused by the presence of the pet(s). The Authority will notify the tenant of the charges that will be deducted for the cost of the repair. Once the repair is completed the resident will be asked to replenish the fee within 30 days including any additional costs that exceeds the amount of the non-refundable fee. The non-refundable fee amounts are listed in the pet categories and deposits table. According to applicable HUD Regulations, 4350.3 section 4-14, new construction Section 8 program residents (Telephone Road and Long Drive Apts.) may not be charged a non-refundable pet deposit. *

II. Refundable Pet Deposit

A. <u>Public Housing Residents:</u>

The pet owner shall pay a refundable pet deposit to cover additional pet related costs not otherwise covered. This deposit will be used upon vacancy of the unit only. The non-refundable deposit will be applied to the charges first, followed by the refundable amounts. If a portion of the refundable deposit remains following the handling of pet related charges it will be credited to the residents account for final settlement with any other outstanding charges. The pet deposit amounts are listed in the pet categories and deposits table.

B. <u>New Construction Section 8 Residents:</u>

The pet owner shall pay a refundable pet deposit to cover pet related costs.

C. <u>Refund of Pet Deposit</u>

Once submitted the Authority will deposit the pet owner's pet deposit in an escrow account. When the owner vacates the Authority, the Authority will refund the unused portion of the deposit, plus any accrued interest, to the owner-resident within a reasonable time after the resident moves from the project or no longer owns or has a pet present in the dwelling unit of such resident.

III. Pet Categories and Deposits

Pet Category	Conditions	Refundable Deposit	Non-Refundable Fee
1. Dogs and Cats	One pet maximum weighing no more than 35 lbs., maximum adult weight. No provisions for litters. Pets should be spayed or neutered.	$100	$100
2. Birds	Number as appropriate for cage size.	$25*	$25*
3. Fish	Maximum tank size of 24" in length, width, or height. Number as appropriate for tank size.	$25*	$25*
4. Other	Considered on a case-by-case basis, upon written approval of the Authority.	Per Authority determination	Per Authority determination
5. Small - domesticated rodent, i.e., hamster	One pet maximum. Must reside in a cage	$25*	$25*

***These fees and deposits are per unit. It does not apply to each pet in these categories. Limit 1 cage or 1 tank per unit. Items 2, 3, and 5 above do not apply to Telephone Road Apartments.**

IV. Restrictions

The Authority prohibits animals that are classified as dangerous. Some animals become dangerous based on certain factors, including the size and weight of animals. The Authority reserves the right to deny ownership of prohibited animals if the animal can be expected to *become dangerous or to exceed established weight limits* at any time in its normal lifetime. The Authority will consider this on a case-by-case basis, since there are too many variables to consider individually by policy.

The Authority may restrict or prohibit pets not confined to tanks or cages from units/developments that are over occupied, or determined to have insufficient living space for the family and pet. Residents are to comply with all leash laws imposed by the local jurisdiction, and are responsible for immediately removing any pet droppings. Walking of pets without proper equipment to clean up after the pet will be considered a lease violation.

In some cases, the Authority may be aware of environmental allergies, or pet allergies of residents in or around the unit of a resident that has applied for pet ownership. If necessary, the Authority may provisionally grant, or deny, ownership of the requested pet if it is determined it poses a threat to the accommodations made to any resident. The Authority will consider this on a case-by-case basis, since there are too many variables to consider individually by policy.

Where appropriate to local conditions and in consultation with each site's Resident Council, the Authority can institute pet free areas in addition to lobbies, laundry rooms, and other common areas, where pets will not be allowed.

V. Pet Kind, Number and Size

A. Residents shall only be allowed to keep a common household pet, which is defined as a dog, cat, bird, fish or small-domesticated rodent such as a hamster.

B. Only one pet per apartment will be allowed except for fish, or birds that are limited to the number that can be adequately accommodated by a single aquarium or birdcage not exceeding the size described below.

C. No cat or dog shall exceed 20” in length (excluding tail) or weigh more than 35 pounds, except for specially trained dogs used by the handicapped.

D. No aquarium shall exceed 24" in length, width, or height. The number or size of fish kept therein shall not exceed that which the aquarium can adequately accommodate.

E. No cage for a bird shall exceed 36” in height, width, or depth, or 24” in diameter. No more than two birds will be allowed per dwelling rental unit.

F. No cage for a small-domesticated rodent shall exceed 18” in height, width, depth, or diameter.

G. No reptiles or amphibians will be permitted.

VI. Pet Application/Registration and Pet Security

A. All pets must be registered with the Housing Authority Manager before the pet is brought to reside on the premises. Pets will be allowed in the unit only after the tenant has presented a fully completed Housing Authority application/ registration form to the Manager and the Manager has approved the application. The resident must update the pet registration form at least once each year at the same time the resident's annual recertification is completed. Only a pet owned by the resident may be registered and no visitor’s pets will be allowed on the premises, with the exception of specially trained dogs used by the handicapped.

B. All female dogs and cats over six months old must be spayed and all male

dogs and cats over eight months old must by neutered before the Housing Authority will consider approval of such dog or cat to be in the unit, unless a letter is received from a licensed veterinarian giving a medical reason why such operation is detrimental to the pet's health. If at the time of the application/registration the dog or cat is too young to be spayed or neutered, then the resident must agree to have the pet spayed or neutered within two weeks after the pet attains the prescribed age, unless a letter is received from a licensed veterinarian giving a medical reason why such operations is detrimental to the pet's health.

C. The Housing Authority may refuse to approve a pet if it is not a common household pet as defined in Section V above, if the keeping of the pet will violate any of the Pet Policy provisions, if the presence of the pet will constitute a serious threat to the health of any other resident of the complex, if the resident fails to satisfy all of the requirements of the pet registration form, or if the resident fails to update the pet registration at the time of the resident's annual recertification.

D. The Housing Authority shall notify the resident if the Housing Authority refuses to approve a pet. The notice shall state the basis for the Authority's refusal and such notice may be combined with a notice of violation of the Pet Policy. Any such notice may be mailed to the resident (First class or Certified), hand delivered to an adult in the resident's apartment, or if no adult answers the door of the resident's apartment, by placing the notice under the door, if possible, or by attaching the notice to the resident's door.

E. If the Housing Authority approves the pet(s), a precondition to bring the pet(s) upon the premises will be the payments of the pet deposits in the amounts specified in Section III above. The pet refundable deposit shall be returned only upon the resident's notification in writing to cancel his/her pet registration, and after the Manager verifies by visual inspection of the apartment, that the pet has in fact been removed from the premises without having caused any damages.

VII. Vaccinations, Licensing and Compliance with Animal Laws

A. Every dog and cat must be immunized against rabies by a veterinarian licensed in the State of Texas before it is brought upon the premises. Each resident owning a dog or cat shall procure a rabies vaccination certificate from the veterinarians administering the vaccine, and keep the certificate in his/her possession at all times. While on the premises, each dog and cat shall continue to be immunized against rabies by a licensed veterinarian at lease once during any twelve-month period of time. The resident shall produce proof of the latest vaccination of the dog or cat upon request by the Manager.

B. All dogs must be licensed by the City Health Office of Houston before it is brought upon the premises, and such license shall be renewed each year before it expires. A dog must wear a current license tag at all times in a conspicuous place on its collar.

C. Residents shall comply with and not violate all other rules, regulations and laws promulgated by the City of Houston, Harris County or State of Texas regarding the ownership of dogs, cats or other pets allowed to be kept on the premises.

VIII. Pet Sanitation

A. Residents shall not permit his/her dog or cat to deposit waste on any Housing Authority premises. The dog or cat must be removed from the Housing Authority premises in order to permit the pet to deposit waste.

B. If a cat or dog is trained to use a litter box the resident shall allow the pet to deposit waste in the litter box located only within the resident's apartment. The resident shall separate waste from litter box at least once each day and shall change the litter box material at least twice each week.

C. A cage housing a bird or small-domesticated rodent shall have its floor covered with appropriate absorbent litter or absorbent paper. The resident shall change the litter or paper at least twice each week.

D. An aquarium shall be regularly cleaned and have its water changed as necessary to prevent offensive odors.

E. Residents shall dispose of all pet waste and liter by wrapping it in paper or other combustible, material, placing it in a leak proof plastic bag with any other garbage and disposing of the plastic bag in the garbage receptacle nearest the resident's apartment or placing a plastic bag for garbage pick up in accordance with the normal garbage pick up rules of the apartment complex.

F. The Housing Authority may impose a pet waste removal charge for any resident's failure to dispose of pet waste in accordance with these rules.

G. Residents shall regularly clean or bathe their pets or take such other measures as are necessary to prevent the pet, its eating place, and sleeping place from producing offensive odors.

H. Residents shall regularly treat the pet and take such other measures as are necessary to prevent lice, ticks, fleas, mites or other parasite infestations.

I. If a pet becomes ill the resident shall provide appropriate veterinarian care. Further, the resident shall take measures to assure that other pets are not affected by his/her pet's illness, which may require removal of the ill pet from the premises.

IX. Pet Caging, Leashing and Control

A. Residents shall keep all pets under restraint while on Housing Authority premises. Under restraint means:

(1) For birds or small-domesticated rodents, securely caged at all times.

(2) For dogs and cats, securely caged or confined to the resident's apartment or fenced backyard in the case of a scattered sites home, or secured by a leash of not more than ten feet in length and of sufficient strength to control the cat or dog, except that if a specially trained dog is used by a handicapped person, then the leashing apparatus recommended by the appropriate handicapped agency shall be acceptable.

(3) For fish, in a covered aquarium.

(4) When a dog is in a place of public assembly, under restraint also means that the dog must be effectively and securely muzzled in order to prevent the dog from biting.

B. No dog or cat shall be left unattended in an apartment for a period longer than eight hours. No bird or small-domesticated rodent shall be left unattended in an apartment for a period longer than 48 hours. No fish shall be left unattended in an apartment for a period longer than 75 hours.

C. Residents shall control the noise from his/her pet so that it does not cause other pets to make noise or disturb other resident's peaceful enjoyment of the premises.

D. Resident shall timely and properly secure the pet(s) so that the pet(s) do not interfere with Houston Housing Authority staff carrying out their duties and responsibilities within the unit or in the premises' common area.

E. No dog or cat shall be allowed outside unattended nor shall reside outside the unit or in common areas.

X. Restricted Pet Areas

A. Pets are barred from lobbies, laundry rooms, kitchens and other social common areas.

B. Pets are barred from specifically designated "Pet Free" areas.

XI. Nuisance, Threat to Health or Safety, and Emergencies

A. Notwithstanding anything to the contrary within the provisions of the Pet Policy, the Housing Authority or any appropriate community authority has the right to require the resident to remove any pet from the complex if the pet's conduct or condition is duly determined to constitute, under the provisions of the State or Local Law, a nuisance or a threat to the health or safety of other occupants of the complex or of other persons in the community where the apartment complex is located. Upon receipt of notice by the resident that his pet is a nuisance, the resident will immediately remove the pet from the premises, but in no event shall such removal exceed 72 hours from the time the resident received the notice. If the resident fails to remove the pet within the given time period, the Housing Authority may remove the pet by whatever means necessary.

B. If the pet exhibits behavior that constitutes an immediate threat to health, or safety, the Housing Authority may contact the appropriate State of Local authority (or designated agent of such an authority) to take appropriate action. Nothing within the provisions of this Pet Policy shall preclude the State of Texas Local authority from immediately removing the pet from the premises of the complex under such emergency conditions.

XII. Specifically Prohibited Pets

A. Dogs that are not allowed (except those identified as assistance animals for residents with disabilities and with a verified need for the assistance animal):

(1) German Shepherd
(2) Doberman Pincher
(3) Chow
(4) Pit Bulls
(5) No dog that weighs over 35 lbs.

B. Reptiles of any kind are prohibited.

C. Exotic cats that are not allowed:

(1) Lions
(2) Tigers
(3) Panthers

D. Other animals prohibited:

(1) Pot Belly Pigs
(2) Farm Animals
(3) Outdoor Pets
(4) Non Domestic animals such as skunks and raccoons

XIII. Violation of Pet Policy Rules

A. If a resident violates any of the provisions of this Pet Policy, such violation shall be grounds for the Housing Authority taking any one or more of the following actions:

(1) Requiring immediate removal of the pet from the complex premises.

(2) Forfeiting of the resident's right to have another pet in the future.

(3) Charging a fee to the resident for pet removal, pet caused damages, or pet caused clean up of the unit(s) or common areas.

(4) Termination of the resident's Dwelling Lease in accordance with State or Local laws and applicable Federal regulations.

B. The Manager shall notify the resident of any violation by written notice mailed to the resident (First Class or Certified), delivered to any adult in the residents' apartment, or if no adult answers the door, by placing the notice under the door, if possible, or attaching the notice to the door. Regardless of the action taken by the Housing Authority against the resident because of his/her violation of the Pet Policy, the resident shall still take immediate measures to cure the violation.

HOUSTON HOUSING AUTHORITY

ADMINISTRATIVE PLAN

FOR

SECTION 8 HOUSING PROGRAMS

TABLE OF CONTENTS

STATEMENT OF POLICIES AND OBJECTIVES 5
PURPOSE OF THE ADMINISTRATIVE PLAN 5
MISSION 6
STATEMENT OF LOCAL OBJECTIVES 6
FAIR HOUSING POLICY 6
DESCRIPTION OF PROGRAMS 7
PRIVACY RIGHTS 7
REASONABLE ACCOMMODATIONS POLICY 7
TRANSLATION OF DOCUMENTS 8
LEGAL JURISDICTION 8
RULES AND REGULATIONS 9
RECORDS RETENTION 9
ELIGIBLE TYPES OF HOUSING 9
CONTINUALLY ASSISTED 9
ORGANIZATIONAL STRUCTURE 10
MANAGEMENT ASSESSMENT OBJECTIVES 10
FAMILY OUTREACH 11
OWNER OUTREACH 11
OWNER OUTREACH IN NON-POVERTY AREAS 12
ELIGIBILITY FOR ADMISSION 12
DEFINITION OF FAMILY 13
INCOME ELIGIBILITY 16
INCOME TARGETING 16
DEFINITION OF INCOME 16
INCOME DEDUCTIONS 19
FAMILY SOCIAL SECURITY NUMBERS 20
CITIZENSHIP AND/OR ELIGIBLE IMMIGRATION STATUS 20
SUITABILITY OF TENANT 21
INFORMATION RELEASED TO OWNERS 21
APPLYING FOR ADMISSION 21
UPDATING THE WAITING LIST 23
APPLICATION PROCEDURES 23
REMOVAL FROM THE WAITING LIST 24
VERIFICATION POLICIES 25
DENIAL OF ADMISSION 25
MODERATE REHABILITATION AND SRO PROGRAM WAITING LISTS 26
ORDER OF SELECTION 26
SCATTERED SITE RELOCATION 28
SPECIAL PROGRAMS 28
HOMEOWNERSHIP PROGRAM 29
PROJECT BASED ASSISTANCE PROGRAM 29

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Deleted: 24
Deleted: 25
Deleted: 25
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Deleted: 26
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Deleted: 28
Deleted: 29
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SUBSIDY STANDARDS 29
UNIT SIZE SELECTED 30
UPDATING THE SUBSIDY STANDARD 31
BRIEFINGS AND VOUCHER ISSUANCE 31
SECURITY DEPOSIT REQUIREMENTS 33
VOUCHER TERM AND EXTENSIONS 33
PORTABILITY AND MOVES 34
RELOCATION OF WITNESSES AND VICTIMS OF CRIME 35
RESTRICTIONS ON RENTING TO RELATIVES 35
REQUEST FOR TENANCY APPROVAL LIMITATION 35
LEASING PROCEDURES 35
HEAD OF HOUSEHOLD DESIGNATION 36
SEPARATE AGREEMENTS 36
HOUSING QUALITY STANDARDS AND INSPECTIONS 36
HOUSTON HOUSING AUTHORITY INSPECTION REQUIREMENTS 36
INSPECTION PROCESS 38
EMERGENCY FAIL ITEMS: 39
RENT REASONABLENESS 39
DISAPPROVAL OF OWNER 40
HAP CONTRACT EXECUTION 41
OWNER PAYMENT 41
TERMINATION OF HAP CONTRACT 42
PAYMENT STANDARD/EXCEPTIONS TO THE PAYMENT STANDARD 43
TENANT RENT 43
UTILITY ALLOWANCE/REIMBURSEMENT PAYMENTS 45
UTILITY ALLOWANCE EXCEPTION 45
INCOME DISREGARD 45
RENT ADJUSTMENTS 46
ANNUAL RE-CERTIFICATION 46
INTERIM CHANGES IN INCOME and FAMILY COMPOSITION 47
FAMILY ABSENCES FROM THE UNIT 49
REMAINING FAMILY MEMBER 49
FAMILY BREAK UP 50
FAMILY MOVES 50
OVERLAPPING HAP PAYMENTS 52
TERMINATION OF ASSISTANCE 52
OWNER TERMINATIONS 54
REPAYMENT AGREEMENTS 55
FAMILY FRAUD/MISREPRESENTATION 56
OWNER FRAUD/MISREPRESENTATION 56
CHANGE IN OWNERSHIP 57
INFORMAL REVIEW 57
INFORMAL HEARINGS 58
INFORMAL HEARING DECISIONS NOT BINDING ON THE HOUSTON HOUSING

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AUTHORITY 60
MODERATE REHABILITATION PROGRAM 61

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STATEMENT OF POLICIES AND OBJECTIVES

The Housing Choice Voucher Program was created by the Housing and Community Development Act of 1974 and amended by the Housing & Community Development Act of 1981, the Housing Urban-Rural Recovery Act of 1983, the Technical Amendments Act of 1984, the Housing & Community Development Act of 1987, and the Quality Housing & Work Responsibility Act of 1998.

The Houston Housing Authority (the Authority), *(formerly known as Housing Authority of the City of Houston--HACH)*, administers and manages its Housing Choice Voucher Program, Moderate Rehabilitation Program, and any Houston Housing Authority Section 8 special programs. Administration of these housing programs, as well as the functions and responsibilities of the staff comply with the Houston Housing Authority Personnel Policy and other referenced policies and procedures. All Federal, State and local housing laws are followed and the Authority complies with Fair Housing Law and Regulations.

The primary objectives of the Houston Housing Authority Housing Choice Voucher program are:

- To provide access to decent, safe, sanitary, and affordable rental housing for low income households;
- To provide these households with housing choices; and
- To provide the opportunity to move outside areas with a concentration of low-income households.

PURPOSE OF THE ADMINISTRATIVE PLAN

The purpose of the Administrative Plan is to establish policies for functions and operations that are not covered under Federal regulations for the Housing Choice Voucher Program, the Moderate Rehabilitation Program and any special programs administered by the Authority. Moderate Rehabilitation Program policies are the same as those for the Housing Choice Voucher Program unless otherwise noted in this Administrative Plan. Policies related to the Authority's Family Self Sufficiency (FSS) Program are included in a separate document, the FSS Action Plan, and are not part of this document.

The Administrative Plan, hereinafter referred to as the "Plan", covers both the admission and continued participation in the abovementioned programs.

The Board of Commissioners of the Houston Housing Authority will approve changes to the Plan. The Authority is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by the Authority. If such changes conflict with this Plan, HUD regulations will take precedence. When circumstances arise and are not addressed by provisions in this Plan they will be reviewed on a case-by-case basis and appropriate actions will be taken as warranted. These actions will be documented by the Director. If a conflict arises between

or among the regulations identified in this Plan, the regulations specifically promulgated for the applicable program will take precedence.

MISSION

The Mission of the Houston Housing Authority is to enhance our community by:

Facilitating the development of quality affordable housing
Optimizing resources
Strengthening and expanding partnerships
Promoting economic and cultural diversity

The Mission of the Authority's Section 8 Housing Choice Voucher Program is to provide access to safe, decent and sanitary housing for lower-income persons through efficient management of the Program, while managing its resources effectively. It shall promote economic upward mobility through the Family Self Sufficiency Program to help clients make the transition from subsidized to non-subsidized housing.

STATEMENT OF LOCAL OBJECTIVES

In establishing goals, the Authority has given consideration to the likely availability of existing housing stock, given the Houston housing rental market.

The Authority's objective is to provide a vehicle for prospective tenants who have a need for decent, safe and affordable housing, and property owners who have available units to come together in a manner beneficial to both parties.

FAIR HOUSING POLICY

The Authority affirmatively furthers Fair Housing in the administration of the program by complying fully with all Federal, State, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunities in housing and employment, and marketing the program to members of protected classes who are "least likely to apply". The Authority does not discriminate against any applicant or participant because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status or presence of children in a household; nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category. The Authority does not deny any family the opportunity to apply for housing (when the lottery pool is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

The Authority will provide information to applicants and participants regarding housing discrimination complaints in the family briefing session and program packets. Information includes referrals to the City of Houston's Fair Housing Office, the Texas Human Rights Commission, the

HUD Office of Fair Housing & Equal Opportunity, and low cost legal service provided through the Gulf Coast Legal Foundation and the Harris County Dispute Resolution Center. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

DESCRIPTION OF PROGRAMS

Housing Choice Vouchers: Provides subsidies to low-income persons and freedom of choice to enable them to rent affordable, decent, safe and sanitary housing.

Moderate Rehabilitation: Provides funding for rehabilitation of units as an incentive to property owners to maintain their housing stock in decent, safe and sanitary condition by providing subsidies for low-income persons in their units.

Special Programs: See Special Programs Section of this Plan.

PRIVACY RIGHTS

Applicants are required to sign the Federal Privacy Act Statement, HUD form 9886, in conjunction with the HUD 50058 form, which states under what conditions HUD will release information. Requests for information must be accompanied by a written Release of Information Request signed by the applicable party in order for the Authority to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law. The Authority may release information requested by court subpoena.

Client information is confidential. Current and forwarding address information, and family members claimed in the household, will be released to Police Officials upon the Authority *obtaining official identification*. To the extent permitted by law, owner information regarding program participation is confidential.

REASONABLE ACCOMMODATIONS POLICY

The Reasonable Accommodations Policy for persons with disabilities is applicable to all situations described in this Administrative Plan: when a family initiates contact with the Authority, when the Authority initiates contact with a family (including when a family applies), and when the Authority schedules or reschedules appointments of any kind.

It is the policy of the Authority to be service-directed in the administration of housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

The Authority utilizes organizations that provide assistance for hearing and sight-impaired persons when needed.

A list of known accessible units is provided to applicants/clients upon request.

The Authority refers families who have persons with disabilities to agencies in the community that offer services to persons with disabilities.

Persons with disabilities may request reasonable accommodation to fully access and utilize the housing program and related services. The availability of specific accommodations is included on the Authority forms, notices and letters to families. Please refer to the 504 Reasonable Accommodation Housing Policy and Procedures (Tab J) for additional information. The Authority's policies regarding Persons with Disabilities are in accordance with 42 U.S.C. 423 and 42 U.S.C. 6001. An applicant or participant with a disability may request information or an accommodation by contacting the Houston Housing Authority 504/ADA Administrator at 2640 Fountainview, Houston, Texas 77057 or by telephone (713)260-0528. Reasonable accommodations will be granted when an applicant or participant is able to document that he/she qualifies as an "individual with a disability" as defined by Section 504/ADA and that the accommodation requested is needed because of the individual's disability. The Authority will grant such requests based upon consideration of whether the request will create an undue financial and administrative burden or represent a fundamental alteration in the nature of the Authority's program. All requests for reasonable accommodation may be presented orally or in writing, if orally, the request must be placed on the Request for Reasonable Accommodation form and signed by the resident/applicant. Other communication method requested by a person with a disability may be used to make a request for reasonable accommodation. All requests must be verified via third party verification procedures. The Authority staff shall provide assistance when requested by persons with disabilities who need help to request an accommodation.

Section 504 requires Housing Choice Voucher housing authorities to affirmatively ensure that people with disabilities are given an equal opportunity to participate in the program. HUD's Section 504 regulations provide a more detailed explanation of these responsibilities. The Authority has designated the 504/ADA Administrator to provide information and assist with applications for reasonable accommodation requests.

TRANSLATION OF DOCUMENTS

The Authority has bilingual staff to assist non-English-speaking families. In determining whether it is feasible to provide translation of documents into other languages, the Authority will consider the following factors:

- Number of eligible applicants and participants in the jurisdiction who need the other language translation.
- The availability of local organizations to provide the translation services.
- Availability of bilingual staff to provide the translation.

LEGAL JURISDICTION

The Authority's area of operation is the area geographically defined as the Houston City limits and any area within five (5) miles of the territorial boundaries of the Houston City limits that is not within the territorial boundaries of another municipality with a Housing Agency that administers a Housing Choice Voucher Program.

RULES AND REGULATIONS

Issues not addressed in this document related to applicants, participants and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD Memos, Notices, and Guidelines or other applicable law.

RECORDS RETENTION

Files for past participants leaving no balance will be maintained for three years. Files for past participants leaving with a balance owed the Authority will be retained indefinitely until the balance is cleared, whether or not the balance has been written off.

ELIGIBLE TYPES OF HOUSING

The following types of rental housing units may be utilized in the Housing Choice Voucher program (unless designated otherwise):

- Single family detached homes, duplexes, multi-plexus, garden apartments, condominiums, townhouses, high-rises, and other multi-family rental housing structures;
- Manufactured homes where the tenant leases the mobile home and the pad;
- Manufactured homes where the tenant owns the mobile home and leases the pad;
- Independent Group Residences;
- Congregate Housing;
- Single Room Occupancy Facilities.

Hotels, motels, nursing homes, college or school dormitories, other types disallowed by HUD regulations, or a unit occupied by its owner or a person with any interest in the dwelling unit, are not eligible types of housing.

CONTINUALLY ASSISTED

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher program. As noted below, families being relocated from the Authority's public housing have first priority for vouchers and qualify as continually assisted.

ORGANIZATIONAL STRUCTURE

The Managing Director oversees and administers the entire Housing Choice Voucher Program, Moderate Rehabilitation Program and all Special Program operations.

The Houston Housing Authority's Section 8 Program consists of:

Managing Director
Community Relations staff
Fraud Investigator
Inspections staff
Client Services staff
Quality Control Specialist
Finance/Administration/Information Management Systems staff
Special Programs staff
Intake and Initial Leasing staff
Clerical staff
Human Resources staff
Owner Recruiter

MANAGEMENT ASSESSMENT OBJECTIVES

The Authority operates its housing assistance program with efficiency and uses resources in a manner that reflects commitment to quality and service. The Authority's policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators.

Selection from the Waiting List
Rent Reasonableness
Determination of Adjusted Income
Utility Allowance Schedule
HQS Quality Control Inspections
HQS Enforcement
Expanding Housing Opportunities
FMR/Exception Rent & Payment Standards
Annual Re-certifications
Correct Tenant Rent Calculations
Pre-Contract HQS Inspections
Annual HQS Inspections
Lease-up
Family Self-Sufficiency Enrollment and Escrow
Deconcentration Bonus Indicator

In order to demonstrate compliance with HUD and other pertinent regulations, the Authority will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to monitor the Authority's operational procedures and practices objectively and accurately.

In addition to the SEMAP factors above, to ensure quality control, supervisory staff performs random audits of all Housing Choice Voucher actions.

FAMILY OUTREACH

The Authority reserves the right to open or close the lottery pool based on the supply of available vouchers and applicants. The Authority publicizes and disseminates information concerning the availability and nature of housing assistance for income eligible families.

Equal Opportunity Housing/Affirmative Marketing: To reach families from all backgrounds, the Authority advertises through a wide variety of sources including: daily and local newspapers, minority media, service agencies, and broadcast media. An effort will be made to notify elected officials, government agencies, and agencies that specifically address the needs of individuals with disabilities. The Authority will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached. See the Authority's affirmative Marketing Procedure.

OWNER OUTREACH

Outreach to property owners is conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. On a continuing basis, the Authority welcomes the participation of owners of decent, safe, and sanitary housing units.

The Authority continually makes personal contact with private property owners, property managers, and real estate agencies. Program requirements are explained and printed material is offered to acquaint the owner with opportunities available through the program. The Authority maintains a list of interested property owners and units available for the program, and prospective owners are sent an information packet. Upon receipt of an owner listing, the unit information is recorded in an automated database and made available to all applicants and participants.

The Authority will make an effort to contact and encourage local property owners with units specially designed or adapted for persons with mobility impairments and other disabilities and those who may be willing to adapt units to participate in the program. Whenever a property owner makes a unit available for the program, the Authority will inquire as to whether the unit is accessible and the extent of the accessibility.

OWNER OUTREACH IN NON-POVERTY AREAS

The Authority encourages program participation by owners of units located outside areas of poverty or minority concentration. The Authority periodically evaluates the demographic distribution of assisted families as it relates to HUD and Census data to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide choicer and better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside the Authority's jurisdiction and are given a list of owners who are willing to lease units outside areas of poverty or minority concentration.

The Authority's Mobility Counseling (MC) program increases the opportunity and choice among Housing Choice Voucher recipients. MC is a process that guides Housing Choice Voucher holders to move from a high-poverty neighborhood into a low-poverty neighborhood. MC identifies multiple resources available in the new community that will aid in alleviating some of the transitional difficulties families might face.

The Authority provides the following to Housing Choice Voucher holders:

- Information on general locations and characteristics of neighborhoods including: shopping centers, bus lines, etc.
- A listing of available rental property. The list is updated monthly and states: address, amenities, deposit information, etc. as provided by owners.
- A list of properties/owners who accept Section 8. The list is updated each month.
- A description of portability provisions available in the Housing Choice Voucher program.
- A map that identifies areas within the City of Houston and the Greater Houston Metropolitan Area that are areas of low poverty and minority concentrations.

For more detailed information regarding the Authority's Mobility Counseling Program, refer to the Mobility Counseling Program guidelines and procedures.

ELIGIBILITY FOR ADMISSION

To be eligible for admission, an applicant must meet HUD's criteria for eligibility determination, as well as any criteria established by the Authority.

HUD criteria for eligibility require that an applicant must:

Be a family, as defined at 24 CFR 982.901, and further in this Administrative Plan;
Be income eligible, and
Provide Social Security numbers for every family and household member who has a Social Security number, and
Have at least one member who is a US Citizen or an Eligible Immigrant; and

Pass HUD's requirements related to the criminal history of adult family members including:

- No drug-related or violent criminal history during the past three years;
- No one who is subject to a lifetime registration requirement under a state sex offender registration program; or
- No family member convicted of the manufacture of methamphetamines on the premises of assisted housing.

The Authority's additional criteria for an applicant to be eligible for the Housing Choice Voucher Program include:

- The Family must have paid any outstanding debt owed the Authority or another public housing agency on any previous tenancy of Public Housing or Assisted Housing.
- The Family must have left any previous tenancy under any Section 8 Program during the last five years without being in violation of any Family Obligations.
- No family member may have been evicted from public housing for any reason during the last 10 years prior to final eligibility determination.

DEFINITION OF FAMILY

Participation in the Housing Choice Voucher program requires the head of household to have the legal capacity to enter into a lease under State or Local laws. Applicants under the age of 18 must present court documents that demonstrate status as an "emancipated minor" at time of application.

The applicant must qualify as a family. A "family" consists of:

Family: Two or more persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage or operation of law, or who evidenced a stable family relationship over a period of time (not less than one year). Evidence of "stable family relationship" may include any of the following: joint tax return, prior lease (held jointly), joint bank accounts, shared living expenses, insurance policies held by one party naming the other as beneficiary, or equivalent documentation as determined by the Authority.

A single, pregnant woman is considered a two-person family for purposes of this program. Children who are subject to a joint custody agreement and live in the unit at least 51% of the time will be considered family members. ("50% of the time" is defined as 183 days of the year, which does not have to run consecutively). In a joint custody arrangement, if the minor is residing in the assisted dwelling less than 183 days per year, the minor will be considered an eligible visitor and not a family member (not on the lease). A child who is temporarily away from the home because of placement in Foster Care is considered a member of the Family if it can be verified that the child will be returned to the home. Children who are away from home because they are attending school out of town will be considered family members if it can be documented that they will be living in the household over summers and holidays.

An assisted household may include both family members (as described above) and household members, who do not meet the definition above but who are permitted to live in the unit if approved by the Authority. Household members would include:

Live-in Aide, as defined below;
Foster child or foster children;
Foster adult.

When determining the unit size (number of bedrooms) for which a family qualifies, the Authority takes into account both family members and any approved household members.

Elderly Family*:* A family whose head, spouse or sole member is a person who is 62 years of age or older. It may include two or more elderly persons living together, or one or more persons living with one or more persons who are determined to be essential to their care or well-being.

Family with a Family Member with a Disability: A family with a family member 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. A person with a disability has one of the following:

1. A disability as defined in 42 U.S.C. 223; Section 223 of the Social Security Act defines disability as an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or for a blind person at least 55 yeas old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.

2. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that: is expected to be of long continued and indefinite duration; substantially impedes his or her ability to live independently; and, is of such nature that the ability to live independent could be improved by more suitable housing conditions; and

3. A developmental disability as defined in 42 U.S.C 6001. A developmental disability is a severe, chronic disability that:

   a. Is attributable to a mental and/or physical impairment;
   b. Was manifested before the age of 22;
   c. Is likely to continue indefinitely;
   d. Results in substantial functional limitations in three or more of the following areas: capacity for independent living; self-care; receptive and expressive language; learning; mobility; self-direction; and economic self-sufficiency; AND requires special, interdisciplinary or generic care, treatment, or other services that are of a lifelong or extended duration and are individually planned or coordinated.

No individual shall be considered a person with disabilities for the purpose of eligibility solely on the basis of any drug or alcohol dependence.

Deleted: ¶

Single Person: A person who lives alone or intends to live alone, and who does not qualify as an elderly family, or a person with a disability, or as the remaining member of a tenant family.

Live in Aide: *(See Reasonable Accommodation Policy for additional information.)* A person who resides with a person who is either elderly or a person with a disability, and who:

- Is determined by a medical professional to be essential to the care and well being of the person(s) cared for; and
- Is not obligated for the support of the person(s); and
- Would not be living in the unit except to provide necessary supportive services.

The live-in aide is a household member, but not a family member and thus cannot be the remaining member of the tenant family. A Live-in Aide must leave the unit if the person they are attending is no longer a participant on the program. A live-in aide may only reside in the unit with the prior approval of the Authority and written verification from a doctor, social worker, caseworker, or other qualified health care professional. The verification must certify that the live-in aide is needed for the care of the person with a disability, must specifically state that care is essential to the well-being of the person cared for, and must state that the specific individual proposed to be the Live-in Aide is qualified to provide the services needed by the individual with a disability. Verification must include the hours the care will be provided. Prior to occupying the unit, the landlord must provide written approval of the live-in aide residing in the unit. The live-in aide is added to the lease and contract as occupant of the household and noted as a live in aide. The PHA may not refuse to approve a live-in aide simply because the aide has family members that would be residing in the unit, provided that the presence of the live-in aid's family does not

a. Overcrowd the unit or property, or
b. Create an undue financial burden (it might be considered an undue burden to provide a subsidy of two extra bedrooms for the family of the live-in aide).
c. In making decisions pertaining to the family members of live-in aides, the PHA cannot refuse to approve a particular live-in aide simply because they have children.

At any time, the Authority may refuse to approve a particular person as a live-in aide, or may withdraw approval if:

- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program; or
- The person commits drug related or violent criminal activity; or
- The person currently owes rent or other amounts to the Authority or another PHA in connection with subsidized housing assistance; or

- The person is subject to a lifetime registration requirement under a state sex offender registration program.
- Any other reason allowed under HUD regulations.

INCOME ELIGIBILITY

1. To be income eligible, the family must be an applicant under any of the following categories:
2. Very-Low Income family; or
3. Low income families who are continuously assisted in Public, Indian, or Section 8 housing;
4. Low Income family being relocated from the Authority's public housing pursuant to revitalization or redevelopment;
5. Low-Income non-purchasing family participating in a homeownership program; (lease-purchase); or
6. Low-Income or Moderate-Income family displaced as the result of pre-payment of the mortgage or voluntary termination of an insurance contract on a project-based HUD-assisted development or a displaced family residing in a project subject to a resident homeownership program; and

For admission to the Housing Choice Voucher program, a family must be income eligible in the area where the family initially leases a unit with housing assistance. A porting family must be income eligible in the area where the family leases an assisted unit.

INCOME TARGETING

Each fiscal year not less than 75 percent of the Authority's new admissions must have incomes at or below 30% of the area median income (the Extremely Low Income Limit). For the Moderate Rehabilitation Program, not less than 40% of new admissions to a specific project must have incomes at or below 30% of median.

DEFINITION OF INCOME

Annual Income is a term defined in Part 5.6 of Title 24 of the Code of Federal Regulations. Although the definition listed below is current at the time of adoption, the Authority will always use the federally prescribed definition, rather than the definition below.

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

1. Go to, or on behalf of, the family 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 of annual re-certification effective date; and
3. Are not specifically excluded as mentioned below.
4. Annual income also means amounts derived (during the 12 month period) from assets to which any member of the family has access.

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 shall not be 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 will be 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 shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as per HUD regulations. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets by the family. Where the family has net family assets in excess of $5,000.00, 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 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.
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
6. Public assistance (welfare, TANF, etc.)
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 household.
8. All regular pay, special pay and allowances of a member of the Armed Forces.

Annual Income does not including the following:

1. Income from employment of children (including foster children) under the age of 18 (other than the family head or spouse).

2. Payments received for the care of foster children or foster adults.

3. Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains and settlement for personal or property losses (although such additions are part of Net Family Assets).

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.

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

7. The special pay to a family member serving in the Armed Forces for exposure to hostile fire.

8. Amounts received under training programs funded by HUD.

9. 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).

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

11. Temporary, nonrecurring or sporadic income (including gifts).

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

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

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

15. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.

16. 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.

17. Amounts paid by a State agency to a family with a member with a developmental disability and are living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

18. 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 any program to which the exclusions set forth in 24 C.F.R. 5.609(c) apply. A notice is published in the Federal Register identifying the benefits that qualify for this exclusion. This list is expanded from time to time.

Annualization/Averaging of Income: If it is not feasible to anticipate a level of income over a 12-month period, i.e. seasonal or cyclic income; or the Authority believes that the past income is the not the best available indicator of expected future income, the Authority may annualize the income anticipated for a shorter period, subject to a re-certification at the end of the shorter period. Income may also be calculated by averaging known sources of income that vary to compute an annual income (no interim adjustment is required if income remains what was calculated).

Assets Disposed of for Less than Fair Market Value: the Authority will count assets disposed of for less than fair market value during the two years preceding eligibility determination or re-certification as part of the family's Net Family Assets the Authority will deduct from the disposed asset's market value any cost to convert the asset to cash and the actual payment received. Assets disposed of as a result of foreclosure or bankruptcy is not considered to be assets disposed of for less than fair market value. Generally, assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.

Imputed Welfare Income: If a participant is a TANF recipient and receives a reduced welfare payment because the welfare department verifies either welfare fraud or failure to comply with economic self sufficiency requirements, the Authority shall calculate the Housing Assistance Payment (HAP) and Tenant Rent on the basis of the welfare income prior to the penalty or reduced benefit. See the Authority's Procedure on Imputed Asset Income.

INCOME DEDUCTIONS

The following deductions are granted to every family that can verify that they qualify for the deduction:

- $480 for each dependent (member of the family, except live-in aides, foster children and foster adults, family head or spouse) who is under 18 years of age, or is 18 or older and either a person with a disability or is a full time student.
- $400 for any elderly family or disabled family (as defined above)
- The sum of the following, to the extent the sum exceeds 3% of annual income:
    - Un-reimbursed medical expenses of any elderly or disabled family. Non-prescription medicines must be doctor-recommended with a specific dosage in order to be considered as a medical expense; and
    - Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any adult member of the family (including the member who is disabled) to be employed. This allowance may not exceed the earned income received by the family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus;

- Any reasonable childcare expenses for children age 12 and under, necessary to enable a member of the family to be employed or attend school full time.

    - The head of household must provide documentation that the childcare provider files a Schedule C form with the IRS or a notarized statement identifying the amount that is being charged for childcare along with the provider's social security number and or tax identification number.
    - The maximum childcare expense allowed must be less than the amount earned by the person or persons enabled to work.
    - The number of hours claimed for childcare may not exceed the number of hours the family member is attending work or school (including two hours travel time to and from work or school).
    - The Authority shall survey local care providers in the community or collect data as a guideline. If the hourly rate exceeds the guideline, the Authority may calculate the allowance using the guideline.

FAMILY SOCIAL SECURITY NUMBERS

Families are required to provide Social Security Numbers for all family members ages 6 and older prior to admission or to certify that members have no Social Security Numbers. Failure to furnish verification of social security number is grounds for denial/termination of assistance. A valid Social Security card issued by the Social Security Administration is acceptable verification. If a family member has applied for but not yet received a Social Security Card, official verification from the Social Security Administration of the application for a social security card that lists the social security number will be accepted. The family must provide the Authority with the social security card at the time of receipt or at the next annual re-certification. Any family members that do not have social security numbers will be required to certify to that fact.

CITIZENSHIP AND/OR ELIGIBLE IMMIGRATION STATUS

To receive assistance, a family member must be a U.S. citizen or eligible immigrant. Eligible immigrants are persons who are in one of the immigrant categories specified by HUD. Every family member must provide sufficient information to enable the Authority to obtain and verify citizenship or eligible immigration status in accordance with HUD Regulations. The status of each member of the family is considered individually before the family's status is defined for this reason. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are "mixed families" and assistance is pro-rated.

For this eligibility requirement only, the applicant is entitled to a hearing if they are denied housing assistance based on their citizenship status.

SUITABILITY OF TENANT

As required by HUD, the Authority screens all applicants for criminal history that is a threat to other, for drug related criminal history and for current use of illegal drugs or alcohol abuse that interferes with lease compliance.

The Authority does not screen for factors related to the suitability of the applicant family as tenants. Such factors include (but are not limited to) prior rent paying history, outstanding debts owed to previous owners (unless owed to the Authority), ability to get utilities connected in the tenant's name, etc. The Authority encourages potential owners to screen applicants to determine suitability as a tenant utilizing credit history investigation, reviewing previous rental references, and/or performing a home visit. The owner may not discriminate on the basis of race, religion, sex, creed national origin, disability or familial status.

INFORMATION RELEASED TO OWNERS

The Authority may release information on amounts owed to the Authority for claims paid by the Authority and not reimbursed by a client, where there is no current Repayment Agreement in effect; and

The Authority may release information on amounts owed to the Authority for prior overpayment of assistance where there is no current Repayment Agreement in effect; and

The Authority must release the client's current address, owner's name, address and phone number; the client's former address, owner's name, address and phone number, if known; and any other known pertinent information relevant to the owner's responsibility to determine tenant suitability to the Voucher Holder's prospective owner, upon request of the owner.

APPLYING FOR ADMISSION

The Authority has two priorities for admission to the Housing Choice Voucher program: Priority 1 is given to families that are being relocated from the Authority's public housing properties that are being demolished or undergoing substantial capital improvements, modernization, or rehabilitation; and Priority 2 is given to families that were victims of a natural disaster in an area that was declared a natural disaster area by the President within 90 days from the date of the family's application. Families that qualify for these preferences will be selected from the waiting list based on the date and time of the family's application

The Authority also administer several special programs for which the Authority received funding from HUD targeted to families that are eligible to participate in these programs (See discussion under "Special Programs" below). The funds made available for these purposes (including turnover funds, except for the scattered site relocation program) may only be used for families that are

eligible for these special programs. Families that qualify for these special programs will be selected from the waiting list based on the date and time of the family's application

The waiting list for families eligible for Priority 1, Priority 2, and these special programs (Scattered Site Relocation, Family Unification, and Mainstream Program) may be opened by the Authority following a public notice in accordance with HUD regulations.

The Authority utilizes a lottery system for admission to the Program for all other families. Applications for the lottery program are taken only when the lottery pool is open. Public notice of the opening and closing of the lottery pool is given in accordance with HUD regulations. Once the pool has closed, applicants will be selected from the pool by lottery and placed on the waiting list in order of their selection.

Outreach may be conducted via:

- Notice in newspapers of general and specific circulation
  - Posting such notice in common areas in the Authority's Housing Choice Voucher Intake office
  - Notice in minority media publications and other outlets in the Authority's jurisdiction
  - Radio station announcements

The notice will state the date the lottery pool will open, when and where to participate, the date the lottery pool will close, and the targeted group for the opening, if applicable, or selection preferences, if any, that will be used to select applicants from the list.

The lottery pool will be opened periodically based on the sole discretion of the Authority and the need for program applicants. The application to be completed and submitted by the applicant will contain the following information:

- Name of head of household
- Date of birth
- Current address
- Current telephone number
- Social security number
- Family members' names, with dates of birth and social security numbers
- Date (and time if applicable) of lottery card submission
- Racial and ethnic designation of head of household
- Basic information about the amount and source of income
- Information about whether the head or spouse is a person with disability (to qualify for deductions) and whether any family member needs any special features in a housing unit (because of a disability)

The Authority utilizes TTY equipment to enable telephone contact for persons who are hearing impaired.

The Authority's staff includes bilingual employees fluent in Spanish and Vietnamese.

UPDATING THE WAITING LIST

Applicants who have completed a preliminary application or are in the eligibility process are responsible for informing the Authority of changes in family circumstance , including changes in income, household composition and address, and are responsible for responding to requests from the Authority to update information. Failure to provide information will result in the applicant being withdrawn from the waiting list. The Authority will provide notice of such withdrawal of the application to the family and the notice will state the family's right to an informal hearing.

The Authority will periodically update the waiting list to ensure that it is current and accurate. The Authority will mail a letter to the applicant's last known address, requesting information regarding their continued interest in the program. The letter will include a deadline date by which the family must contact the Authority by mail regarding their continued interest.

Applicants with disabilities who have requested a form of communication different from written notices mailed to the most recent address will be contacted in the manner they have requested.

Applicants will be given 15 days to return the notice of continued interest. The Authority does not accept responsibility for mail delays. If the applicant does not notify the Authority of a move as required, the Authority is not responsible for the applicant's failure to receive the update request. Notification of a change in address to the U.S. Post Office or sources other than the Authority is not considered compliant with the requirements to notify the Authority. If the U.S. Postal Service returns mail sent to lottery participants or applicants as undeliverable, they will be withdrawn from the lottery pool or waiting list.

APPLICATION PROCEDURES

Once a family has been selected from the waiting list, the Authority mails a pre-application packet to the applicant and directs him/her to complete the forms and return them to the Authority within 30 days. The purpose of the pre-application is to determine family eligibility or ineligibility.

The pre-application includes, but is not limited to:

- Names, ages and genders of all household members,
- Relationship to head of household,
- Address(es) and telephone number(s),
- Amount and source of all income and assets for the next 12 months,
- Information about whether the head of household or spouse qualifies as a person with a disability and the special housing needs related to family members with disabilities,

- Social Security numbers of all household members over age 6,
- Race and Ethnicity of all household members1,
- Citizenship / Eligible Immigration status of all household members,
- Records of arrests / convictions for drug-related or violent criminal activity of all household members age of 18 or older in the past five years,
- Records of whether any family members age 18 or older is permanently required to register as a sex offender under the state program or has ever been convicted of manufacture of methamphetamines in Federally Assisted housing
- Previous address,
- Current and previous owners' names and addresses,
- Emergency contact person name, address and telephone number
- Privacy Statement and Authorization for the Release of Information.

Using the information provided by the applicant, the Authority's staff will make an assessment of the applicant's eligibility. The Authority will conduct income verifications and criminal background checks, after which final eligibility will be determined

REMOVAL FROM THE WAITING LIST

Applicants will be removed from the waiting list if:

- The applicant receives a Housing Choice Voucher; or
- The applicant does not respond to update notices within the required timeframe, or
- The Authority determines the applicant to be ineligible for the program.

The Authority will provide the applicant written notice, including the reason for the removal and the opportunity for an informal review.

Applicants whose failure to respond to notices is verified to be related to a disability will be reinstated on the waiting list.

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1 HUD's racial categories are: Black/African American, White, Caucasian, Asian, Hawaiian/Pacific Islander, Alaska Native, and Native American. Ethnic categories are: Hispanic/Latino and Non-Hispanic/Non-Latino

VERIFICATION POLICIES

All information provided by the applicant regarding income and family composition will be verified. Enterprise Income Verifications (EIV) and third party verifications in writing (sent by mail directly to the Authority by the verification source) are preferred by HUD. Oral third party verifications are acceptable as a third choice if they are properly documented and the file is documented to show that third party written verifications were attempted but cannot be obtained.

Documents will be photocopied when not prohibited by law. When documents cannot be photocopied, staff certification forms noting the document viewed will be used by recording the source of information, the information obtained and signed/dated by the staff person who viewed the document.

If both written and oral third party verification is impossible to obtain, The Authority may review documents provided by the family as a substitute method for verification. All such documents will be phone verified. The Authority will document the file describing why another method was used.

Enterprise Income Computer Verification: If permitted by HUD and/or other Federal, state or local agencies, computer matching of income will be conducted. Where computer card or computer printouts are a feasible method of verification, those sources will be utilized.

The Verification Hierarchy is as follows:

1. Enterprise Income Verification (EIV) or other source of electronic verification available to the Authority
2. 3rd Party Written Verification
3. 3rd Party Oral Verification
4. Client supplied documents
5. Declaration signed by the client

DENIAL OF ADMISSION

The Authority will deny program assistance for an applicant for any of the following grounds:

1. If the family does not meet eligibility requirements.

2. If any household member refuses to sign or submit consent forms.

3. If any member of the family has ever been evicted from public housing.

4. If the Authority has ever terminated assistance under the Section 8 Existing Housing Program (including the Certificate Program and Voucher Program), Housing Choice Voucher or Section 8 Moderate Rehabilitation program for any member of the family age 18 or older.

5. If any member of the family has engaged in drug-related criminal activity or violent criminal activity *within five (5) years of application processing*.
   - That an applicant is or has been the victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant
6. If any household member was/is illegally using or possessing a controlled substance for personal use.
7. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
8. If any family member has committed fraud in connection with this program or any other Federal housing assistance program.
9. If the family currently owes rent or other amounts to the Authority or to another PHA in connection with Section 8 or Public Housing Assistance under the 1937 Act.
10. If the family has engaged in or threatened abusive or violent behavior toward Authority personnel.
11. If any household member illegally possesses weapons.
12. The Authority will immediately and permanently deny admission to the Housing Choice Voucher program of persons convicted of manufacturing or producing -methamphetamine or any other narcotic in violation of any federal, state or local law.
13. If any family member is or becomes subject to a lifetime registration requirement under a state sex offender registration program.

MODERATE REHABILITATION AND SRO PROGRAM WAITING LISTS

The Authority maintains a waiting list of those families interested in the Mod Rehab Program. The Authority will permit owner selection of eligible tenants not on the Authority's waiting list, if the Authority is unable to refer families within 30 days of the owner's notification of a vacancy; provided that the owner has not discriminated against any applicant from the Section 8 waiting list and that the owner is fairly applying the same tenant selection criteria to all applicants.

For the SRO program, owners do not need to consider applicants from the Authority's waiting list as potential tenants. They are permitted to identify homeless single individuals for placement in the assisted SRO unit through direct contact with homeless persons. Owners shall perform/conduct outreach to homeless persons for the purpose of tenant selection in accordance with the HUD approved application for their project.

ORDER OF SELECTION

The Authority may admit an applicant to the program either as a local preference, a Special Program Admission, or as a lottery admission from the waiting list. Lottery applicants are randomly assigned a number and placed on the waiting list in number order. Applicants are selected from the waiting

list in numerical order from lowest to highest.

The Authority has established an admission preference for families that are being relocated from the Authority's public housing properties, and that are victims of federally declared natural disasters, including residents in other jurisdictions, over lottery families on the waiting list.. Similarly, families that qualify for the special programs will be selected before lottery families when these special vouchers are made available.

Applicants meeting the disaster preference must make application within 90 days from the presidential declaration and will be assisted in order of date and time of application in the following order of priority: 1) existing voucher participants and existing public housing participants from the disaster area; and 2) non-assisted households from the disaster area. Assistance under this local preference is at the discretion of the Authority based on available funding.

Special admission (non-waiting list): Assistance targeted by HUD

If HUD awards a PHA program funding that is targeted for families living in specified units:

1. The PHA must use the assistance for the families living in these units.

2. The PHA may admit a family that is not on the PHA waiting list, or without considering the family's waiting list position. The PHA must maintain records showing that the family was admitted with HUD-targeted assistance.

The following are examples of types of program funding that may be targeted for a family living in a specified unit:

1. A family displaced because of demolition or disposition of a public housing project;

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

3. For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990 (41 U.S.C. 4101 et seq.):

   (a) A non-purchasing family residing in a project subject to a homeownership program (under 24 CFR 248.173); or

   (b) Family displaced because of mortgage prepayment or voluntary termination of a mortgage insurance contract (as provided in 24 CFR 248.165);

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

   (d) A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

SCATTERED SITE RELOCATION

The U.S. Department of Housing and Urban Development (HUD) has allocated 100 vouchers to assist non-purchasing Public Housing Scattered Site residents who are being displaced. The vouchers were awarded to the Authority, January 1, 1995 under the Annual Contributions contract (ACC) VO0027.

Non-purchasing Public Housing Scattered Sites residents will be issued vouchers and processed on a first come, first served basis until all 100 vouchers are initially utilized. Scattered Site relocation vouchers will be awarded to the head of household or designee. There will be only one voucher awarded per Scattered Site unit.

SPECIAL PROGRAMS

Scattered Site Relocation: The U.S. Department of Housing and Urban Development (HUD) has allocated 100 vouchers to assist non-purchasing Public Housing Scattered Site residents who are being displaced. The vouchers were awarded to the Authority, January 1, 1995 under the Annual Contributions contract (ACC) VO0027.

Non-purchasing Public Housing Scattered Sites residents will be issued vouchers and processed on a first come, first served basis until all 100 vouchers are initially utilized. Scattered Site relocation vouchers will be awarded to the head of household or designee. There will be only one voucher awarded per Scattered Site unit.

Family Unification Program: The purpose of the Family Unification Program is to assist in unifying families where one of the main barriers in re-uniting a family or keeping the family together is the lack of adequate housing.

The Family Unification Program is designed to assist families from the waiting list that have been determined eligible as a participating family by the Texas Department of Protective and Regulatory Services, for whom the lack of adequate housing is a primary factor in the actual or imminent placement of the families children in out-of house care, *i.e.,* foster care, or families whose children are currently in conservator ship of Child Protective Services, in licensed care, and whose return to parents or relatives is prevented by a lack of suitable housing.

Mainstream Program for Persons with Disabilities: The Mainstream program provides Housing Choice Vouchers to persons with disabilities (elderly and non-elderly). The Mainstream Program is designed to assist families from the waiting list that have been determined eligible. The Authority will work closely with agencies serving persons with disabilities. The Authority also will work closely with eligible families to identify apartment owners that are willing to accept and work with persons who are mentally and physically challenged, as well as assist the participants in obtaining appropriate health services on an as-needed basis with available resources.

FAMILY SELF-SUFFICIENCY PROGRAM

The Family Self Sufficiency (FSS) program coordinates the delivery of assisted housing with existing supportive services such as: medical assistance, education, job counseling, job training, childcare and transportation. (For further information, please see the Authority's FSS Action Plan)

HOMEOWNERSHIP PROGRAM

Policies related to the Authority's Home Ownership Program are included in a separate document, entitled, ***HOME OWNERSHIP PLAN***, and incorporated in this Plan as **ATTACHMENT V**.

PROJECT BASED ASSISTANCE PROGRAM

The Authority reserves the right to implement a Project Based Assistance program, utilizing up to the HUD-approved number of PHA project based vouchers.

SUBSIDY STANDARDS

The following requirements apply when determining the family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards (HQS). The existence of a sleeping/living room would be considered for purposes of meeting HQS and is not counted as a bedroom for purposes of issuing the voucher.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family's unit size.
- A family that consists of a pregnant woman only, and (no other persons), must be treated as a two-person family.
- Any live-in aide must be counted in determining the family unit size.

In determining family unit size for a particular family, the PHA may grant an exception to its established subsidy standards if the PHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances. (For a single person other than a disabled or elderly person or a remaining family member, such exception may not override the requirement of providing a one-bedroom unit to a single person.)

The general guidelines below are used in determining Voucher size:

Standards Used to Issue Housing Choice Voucher

Housing Choice Voucher Size (Subsidy Standards)	Minimum No. of Persons in Household	Maximum No. of Persons in Household
0-BR	SRO ONLY	SRO ONLY
1-BR	1	2
2-BR	2	4
3-BR	3	6
4-BR	5	8
5-BR	7	10
6-BR	9	12

The Authority will assign the Voucher size applicable to the family to allow two people per bedroom and taking into account age, gender and relationship of the family members. The Authority will issue the **minimum** subsidy standard available to adequately serve the family.

The family may request a larger size than that listed on the Voucher by submitting to the Authority in writing a request for a larger size Voucher, including the justification for the request, within 10 days of the determination of bedroom size. The Authority will consider the request according to the conditions outlined in this Plan. The request must be verified and documented. The granting of the exception shall be at the sole discretion of the Authority.

Circumstances which will dictate a larger size unit than the Subsidy Standards:

- Spouses or family members who, because of a verified disability or medical necessity, cannot share a bedroom;
- As a reasonable accommodation;
- An elderly or disabled person who requires a live-in attendant;
- Adult household members of different generations occupying the same bedroom;
- Children of the opposite sex age six and older.

UNIT SIZE SELECTED

The family may select a dwelling unit of a different size than that listed on the Voucher; however, the unit must meet housing quality standards. The unit must provide adequate space so that there are no more than two family members for each living or sleeping room in the unit.

The Housing Assistance Payment is based upon the lower of the Payment Standard for family unit size or the Payment Standard for the unit size rented by the family

UPDATING THE SUBSIDY STANDARD

Annually, at the family's recertification, the Authority will review the voucher size assigned to the family. If the current voucher size is larger than the family is entitled to, the Authority will issue a voucher of the appropriate smaller size to the family, and will use the lower payment standard to compute the family's housing assistance payment. If the current voucher size is smaller than the family is entitled to, the Authority will issue a voucher of the appropriate larger size to the family, and will use the lower of the new payment standard or the actual rent for the unit to compute the family's housing assistance payment.

BRIEFINGS AND VOUCHER ISSUANCE

All families are required to attend a briefing when they are initially issued a Voucher. Failure by an applicant to participate in the scheduled briefing shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next available briefing. Briefings will be rescheduled once.

The briefing packet contains:

- A sample Housing Choice Voucher
- The term of the voucher;
- A description of the Authority's policy on granting extensions and how the family can request extensions;
- A general information brochure explaining the basics of the rental program for owner use;
- A current list of interested owners with address of their available property, telephone number and contact person;
- A description of Payment Standard, the Authority's utility allowance schedule, and information on how Housing Assistance Payments are computed;
- How the Authority determines the maximum reasonable rent for a unit;
- Information on the 40 percent of adjusted income cap on initial rent (when an applicant or participant is leasing a unit for the first time);
- What the family should consider in deciding whether to rent a unit, (unit condition, rent reasonableness, utility costs, energy efficiency, location to schools, jobs, transportation, etc.);
- Where the family may lease a unit using portability and how portability works;

- HUD required tenancy addendum;
- Process for obtaining a unit inspection and Housing Quality Standard guidelines;
- The Authority's policy on providing information to prospective owners;
- The Authority's subsidy standards, including any exception to these standards;
- HUD brochure on selecting a unit;
- Fair Housing brochure and information, HUD-401 and a Discrimination Complaint Form HUD-903;
- List of owners or agencies who may be willing to lease a unit or may be able to help the family locate a unit;
- Notice that if the family includes a disabled person, the family may request a current list of accessible units known to the Authority that may be available;
- Family program obligations;
- Grounds for termination;
- Informal hearing and review process and how to request a hearing;
- A Voucher showing the bedroom size. The person issued the voucher must sign the voucher;
- Other items the Authority may determine as appropriate;
- Other documents for Special Program participants may be included in the briefing packet.

The briefing will cover the information in the packet and discuss the following topics:

- Family, owner, and Authority's responsibilities under the Lease and Contract;
- Expiration and extension of the voucher;
- A description of the general location and characteristics of Houston neighborhoods;
- Tips on where to look for housing including locations of neighborhoods with low racial, ethnic and economic impaction;
- Housing Quality Standards, rent reasonableness, and inspection procedures;

- Owner-Tenant laws, and Federal, State, and Local Fair Housing Laws; what to do if discrimination is encountered;
- Additional assistance available for persons with disabilities;
- Payment standards, utility allowances, total tenant payment, rent to owner, Housing Assistance Payment, maximum subsidy, and utility reimbursement.
- Information provided to prospective owners;
- Security deposit information.

SECURITY DEPOSIT REQUIREMENTS

Owners may collect a security deposit that is reasonable and comparable to security deposits collected for similar, unassisted units in the area. The Authority prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.

VOUCHER TERM AND EXTENSIONS

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. The rental housing unit must fall within the rent reasonableness limitations set by the Housing Choice Voucher Program; must meet Housing Quality Standards requirements; and the family share for rent and utilities may not exceed 40 percent of their adjusted income.

The initial voucher term will be 90 calendar days. The family must submit a Request for Tenancy Approval and proposed lease within the 90-day period unless the Authority grants an extension. The Authority is authorized to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. There is a 120 day maximum time limit on the voucher term including any extensions.

The Authority must approve additional search time if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable, as defined by the Authority, for the purpose.

The Authority will approve extensions only in the following circumstances:

It is necessary as a reasonable accommodation for a person with disabilities.
It is necessary due to reasons beyond the family's control, as determined by the Authority. Following is a list of extenuating circumstances that the Authority may consider in making its decision. The presence of these circumstances does not guarantee that an extension will be granted:

Serious illness or death in the family
Other family emergency

Obstacles due to employment
Whether the family has already submitted requests for tenancy approval that were not approved by the Authority
Whether family size or other special requirements make finding a unit difficult

Any request for an extension must include the reason(s) an extension is necessary, as well as documentation to support the request.
All requests for extensions to the voucher term must be made in writing and submitted to the Authority prior to the expiration date of the voucher (or extended term of the voucher).
The Authority will decide whether to approve or deny an extension request within 10 business days of the date the request is received, and will provide the family written notice of its decision.

At its discretion, a PHA may adopt a policy to suspend the housing choice voucher term if the family has submitted a Request for Tenancy Approval (RTA) during the voucher term. "Suspension" means stopping the clock on a family's voucher term from the time a family submits the RTA until the time the PHA approves or denies the request. It is the Authority's policy to suspend the term of the voucher from the date a Request for Tenancy Approval and proposed lease is received by the Authority, while the Authority processes the request, until the date the Authority makes a final determination with respect to that Request for Tenancy Approval.

PORTABILITY AND MOVES

Outgoing Vouchers: A family in which the head of household or spouse lived in Houston on the date of application is eligible for portability at the time a voucher is issued. Families whose head and spouse lived somewhere other than Houston on the date of application must lease within the Authority's jurisdiction for 12 months before becoming eligible for portability. Families that are new admissions to the program must meet the income eligibility requirements applicable to the area where the family initially leases a unit with assistance.

The Authority will allow participating families to move to another locality utilizing portability and continue their rental assistance under the Housing Voucher Program as long as they currently live in the Authority's jurisdiction; and hold a valid Housing Voucher, and are eligible to move, and have not violated any Family Obligations, and/or does not owe the Authority money and are moving to a location where their housing assistance payment would not be greater than it would be in Houston if the financial impact on the Authority could not be covered with available funding.

Participant families must meet the income eligibility requirements in the area the family plans to move.

Families must notify the Authority in writing when they want to move out of the Authority's jurisdiction using the portability feature.

Incoming Vouchers: The Authority may for administrative reasons choose to absorb some or all incoming portable vouchers. When the Authority reaches full utilization or when there are questions about the availability of HUD HAP payments, the Authority will not absorb incoming portable Vouchers.

RELOCATION OF WITNESSES AND VICTIMS OF CRIME

HUD is directed to provide Housing Choice Voucher assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. The Authority will accept written referrals from HUD for such cases. All referred applicants must meet Housing Choice Voucher eligibility requirements before admission to the program.

RESTRICTIONS ON RENTING TO RELATIVES

Families may not lease a property owned by relatives, *i.e.*, sister, brother, mother, father, spouse, son, daughter, per HUD regulations. Exceptions to restrictions on renting to relatives are made per HUD regulations in the event that a reasonable accommodation is required for the family and is approved by the Director of Section 8.

REQUEST FOR TENANCY APPROVAL LIMITATION

The family may submit one Request for Tenancy Approval (RTA) at a time. The family may only submit another RTA if the previously submitted RTA is voided.

LEASING PROCEDURES

Both the owner and voucher holder must sign the Request for Tenancy Approval. The Request for Tenancy Approval and a copy of the owner's proposed lease must be submitted prior to the expiration of the Housing Voucher. The Lease form must be the standard form used in the locality by the owner. The lease must contain terms consistent with state and local law, and that apply generally to unassisted tenants in the same property. The HUD Addendum to the lease must be used in conjunction with the owner lease and HAP contract. If the owner uses the Texas Apartment Association Lease or his/her own lease, the Authority will review the documents to determine if they are consistent with State law.

The owner may be required to make changes to his/her lease agreement. If the lease does not meet HUD requirements, the Authority will explain the problems to the owner and suggest how they may be corrected, by a specific date. If the Authority determines that the lease cannot be approved for any reason, the owner and the family will be notified in writing and the reasons provided. The Authority does provide a sample lease agreement that owners may opt to use.

The Authority may approve an initial lease term of less than one year if such a lease term is the prevailing local practice and if the Authority determines that the shorter term will improve housing opportunities for the family.

HEAD OF HOUSEHOLD DESIGNATION

When there are two adults in the household, the family must designate who the head of household shall be. This designation is evidenced by signatures on the Lease and Voucher.

SEPARATE AGREEMENTS

Owners and tenants may execute agreements for services (i.e. parking, furniture, late charges, pets, pet deposits, community rules, and covenants) and appliances (other than range and refrigerator) and other items in addition to those which are provided under the lease, if the agreement is in writing and approved by the Authority. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to the Authority.

Any appliance, service or other item(s) that is routinely provided to non-subsidized tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease. In a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.

The Authority is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.

The following types of separate agreements are not acceptable: agreements for altered security deposit, altered rent amounts, excess utilities, meals, supportive services, or any item customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants on the premises.

HOUSING QUALITY STANDARDS AND INSPECTIONS

The Authority is required by HUD regulations to inspect the unit to ensure it meets Housing Quality Standards, (HQS). No unit shall be initially placed under contract in the Housing Choice Voucher Program unless the standards are met. Units must also continue to meet HQS as long as the family continues to receive housing assistance in the assisted unit.

HQS takes precedence over local housing codes and other codes. The family must allow the Authority and the owner to inspect the unit at reasonable times with reasonable notice and grant access to the unit in emergencies. Failure to allow access for inspection or an emergency is a violation of the family obligations and grounds for termination from the program.

HOUSTON HOUSING AUTHORITY INSPECTION REQUIREMENTS

The Authority adheres to the acceptability criteria stated in HUD program regulations 24 CFR 982.401, interpretative guidance of acceptability criteria in Form HUD 52580-A Inspection

Checklist, and the HUD Housing Inspection Manual. Where these documents instruct that guidance should be sought from local codes/practice, the Authority will issue instructive guidance in the form of Inspection Policy and Procedure maintained in the Authority's Inspections Office.

In addition to HUD HQS standards, the Authority adheres to the following:

City of Houston, Code of Ordinances, Chapter 10, Division 3, Section 10-343(e) (2)

1. Units that are not provided with refrigerated air by the owner must have screens installed at each opening of the building.

City of Houston, Code of Ordinances, Chapter 10, Division 3, Section 10-343(d) (8)

2. If screens are not provided, provide and maintain in good operating condition refrigerated air equipment capable of maintaining a maximum inside temperature that is 20 degrees Fahrenheit lower than the outside temperature or 85 degrees Fahrenheit, whichever is warmer, in each room intended for habitation.

City of Houston, Code of Ordinances, Chapter 10, Division 3, Section 10-343(d) (7)

3. Provide and maintain heating equipment in good operating condition that is capable of maintaining a minimum inside temperature of 70 degrees Fahrenheit, when it is no less than 20 degrees Fahrenheit outside. Inside temperature is to be measured at a point three (3) feet above the floor in each room intended for habitation.

City of Houston, Code of Ordinances, Chapter 10, Division 3, Section 10-343(d) (4)

4. Hot water shall be provided at the kitchen sink, bathroom lavatory, tub or shower at a minimum temperature of 120 degrees Fahrenheit.

City of Houston, Code of Ordinances, Chapter 10, Division 3, Section 10-343(a) (b)

5. Each dwelling unit shall contain at least 150 square feet of habitable floor space for the first resident and at least 100 square feet of additional habitable floor space for each additional resident. Each room occupied for sleeping purposes by one resident shall contain at least 70 square feet of habitable floor space and each room occupied for sleeping purposes by more than one shall contain at least 50 square feet of habitable floor space for each resident. Children under 12 months are not considered residents and children under six years of age are considered as one-half of one resident for purposes of this definition.

City of Houston 2000 International Residential Code, Section G240

6. Unvented fuel burning portable space heaters, such as kerosene units or other open flame

portable heating units, are strictly prohibited in all dwelling units.

An unvented heating appliance designed for stationary installation and utilized to provide comfort heating as required by HQS will be allowed in dwelling units provided:

- A manual shut off valve is installed at the connection to the stationary gas piping serving the heating equipment,
- The system appears in good repair as determined by the HQS inspector; and
- No work has/is being completed on the gas system for the dwelling under Codes and conditions set by the City of Houston 2000 International Residential Code, Section G2406 or other City of Houston codified Codes and Ordinances governing installation and safety of heating equipment.

INSPECTION PROCESS

Initial Inspections: The Authority will schedule an inspection with the owner or owner's agent upon receipt of a fully executed Request for Tenancy Approval. It is the responsibility of the owner to notify the tenant of the date and time of the inspection.

If the unit fails inspection, the family and owner will be advised of the repairs needed to pass inspection and given a reasonable time to correct the failed items. Correction of all failed items is the responsibility of the owner.

Annual Inspections: Written notice of annual inspection date and time will be mailed to the tenant. It is the tenant's responsibility to ensure the Authority's access to the unit. Failure to gain access to the unit to conduct annual inspections and any subsequent re-inspections is a violation of the family's obligations and grounds for termination.

When an inspection is originally scheduled, failure to gain entry into a unit on two consecutive attempts (no entry) will result in the initiation of termination of assistance for the family and cancellation of the HAP contract.

The family is responsible for Housing Quality Standards (HQS) violations caused by:

1. The family's failure to pay for tenant supplied utilities;
2. The family's failure to provide and maintain tenant supplied appliances;
3. Damage caused by the family or guest to the assisted unit or premises.

The Authority will provide owners and tenants written notice of failed items. Owners and tenants will be given 24 hours to correct any HQS violation that is considered an emergency. Owners and tenants must correct all other HQS violations within the time period established by the Authority, not to exceed 30 days for routine compliance. Any subsequent no entry into the unit after a failed inspection will be considered a failed inspection. Units will be inspected a maximum of three (3)

times (annual inspection and two (2) re-inspections). If an owner fails to comply with corrective action ordered by the Authority within the specified timeframe allowed, the HAP will be abated. The unit may remain in abatement status for a maximum of 90 days. If the unit has not passed HQS in that time period or as required by the Authority, the unit will be cancelled from the program. Program participants will be issued a voucher to move to another unit after three (3) failed inspections on the part of the owner. If the tenant fails to comply with corrective action orders within the specified period or after three (3) failed inspections, the Authority will initiate termination of assistance and HAP contract cancellation.

Complaint/Emergency Inspections: Complaints regarding legitimate HQS issues will be investigated by the Authority. Complaint inspections will be scheduled by telephone. HQS failures as a result of complaints will be handled in the same manner as annual inspections if the unit is made available when the Authority's staff conducts the inspection. If the unit is not made available at the time scheduled, the process will be stopped.

Quality Control Inspections: The Authority will conduct subsequent quality control inspections of a certain number of units previously inspected and passed within any given year. HQS failures resulting from these inspections will be handled in the same manner as annual inspections.

EMERGENCY FAIL ITEMS:

The following items are considered emergency fails (subject to correction in 24 hours or less):

1. No electricity
2. No running water
3. Natural gas leak or fumes from fuel burning appliances/equipment or inoperable or deficient fuel burning appliances or equipment.
4. Major plumbing leaks or flooding, (such as sewer back up or water line breakage)
5. Any electrical fixture or equipment that smokes, sparks, or short circuits creating a fire hazard.
6. Uninhabitable units due to fire, tornado, flood, or destroyed/vandalized units that prevent a tenant from using the bathroom or kitchen.
7. Any life threatening condition as determined by the Inspector and approved by the Inspection Supervisor.

RENT REASONABLENESS

Rent reasonableness determinations are completed: at initial lease up, rent increase, or if the FMR is decreased by 5% or more. The Authority will make a determination as to the reasonableness of the proposed rent in relation to comparable units in the private unassisted market. The market area for rent reasonableness comparability is the City of Houston, Texas and that area five miles beyond the City of Houston.

Rent must be reasonable in relation to rents charged by other owners for comparable unassisted units in the private market. The Authority may consider some or all of the following in making a determination of reasonable rent:

- Size
- Location
- Type
- Quality
- Amenities
- Age
- Maintenance Services
- Housing Services
- Utilities

If the owner does not agree on a contract rent that is reasonable, after the Authority has tried and failed to negotiate a revised rent, the Authority will inform the tenant that the lease cannot be approved. The tenant should continue to locate eligible housing if his/her Voucher is still valid.

If the unit is determined to be rent reasonable or if the owner accepts the offer of a revised rent that is rent reasonable, the Authority will continue processing the Request for Lease Approval and Lease. By accepting each monthly HAP payment from the Authority, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units on the premises. The owner must give the Authority information (if requested by the Authority) on rents charged by the owner for other units on the premises or elsewhere. The Authority will maintain records that include comparable data on unassisted units in the market.

DISAPPROVAL OF OWNER

The Authority will not approve a unit if the Authority has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation.

When directed by HUD, the Authority will not approve a unit if:

1. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or

2. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

In its administrative discretion, the Authority may elect not to enter into new contracts or may deny approval to lease a unit from an owner for any of the following reasons:

1. The owner refused or has a history of refusing to evict tenants who engage in drug-related or violent criminal activity or threatened the health, safety, or peaceful enjoyment of other tenants, employees, or residences of neighbors;

2. The owner has violated obligations under a Housing Assistance Payments Contract under Section 8 of the 1937 Act;

3. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

4. The owner has engaged in drug trafficking;

5. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;

6. The owner has a history or practice of renting units that fail to meet State or local housing codes; or

7. The owner has not paid State or local real estate taxes, fines or assessments.

Nothing in this rule is intended to give any owner any right to participate in the program.

HAP CONTRACT EXECUTION

Upon successful completion of the above requirements, the Authority will prepare the HAP Contract and Lease Addendum, if the assisted lease is not used. Owners may be either called to come into the office to sign documents, the contacts may be mailed, or Inspectors may take contracts and leases to the initial inspection for tenant and owner signatures. The Authority will not execute the HAP contract until all required actions regarding lease up are completed, including a passed HQS inspection.

The Authority is not responsible for any part of the rent prior to the date the unit passes the inspection or prior to the execution of the HAP contract.

OWNER PAYMENT

The maximum subsidy in the Housing Choice Voucher programs is the lower of the Payment Standard *minus* the Total Tenant payment, or Gross Rent *minus* the Total Tenant Payment.

The Housing Assistance Payment to the Owner is the lesser of the Actual Housing Voucher Subsidy described above; or Rent to Owner.

Once the HAP Contract is executed, the Authority begins processing payments to the owner. Checks are disbursed by the Authority to the owner or owner's agent each month. The Authority

will make every effort to make timely HAP payments to owners. Great care shall be taken to expedite the initial payment to the owner.

If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the Authority shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, the Authority shall not be obligated to pay any late payment penalty if HUD determines the late payment by the Authority is due to factors beyond the Authority's control. The Authority shall not be obligated to pay any late payment penalty if housing assistance payments by the Authority are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following the Authority's remedies: recovery of over payments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments, and termination of the contract.

The submitted claim must include a copy of the owner's lease stating the late fee amount and late fee deadlines applicable to renters, the amount requested, and documentation that similar amounts have customarily been collected from other tenants. The Authority is only liable for the amounts and dates stated in the owner's lease. The Authority will review the claim, the client file and payment records. The Authority will make a determination on each claim and respond to the claimant accordingly. Claims that are approved for payment will be paid within 30 days. Owners will receive written notification of claims that are approved or denied, including reason(s) that the claim is denied.

The Authority is not responsible for payment of late fees caused by: the tenant's late payment of rent; late HUD fund transfer; HAP payments on hold (HQS, etc.), or for any other HUD allowed reason.

Owner payments will be placed on hold if:

- The unit fails HQS;
- Ownership of the unit has changed;
- Unit ownership is in question;
- Any other reason the Authority determines that the HAP contract has been breached;

TERMINATION OF HAP CONTRACT

All terminations of a HAP contract initiated by the Authority will be sent in writing to the owner and family. Automatic termination of HAP payments results when:

1. A family vacates the unit either in violation of the lease or by mutual agreement with the owner before termination of the lease/contact, or;
2. The lease is terminated by the owner or the family;
3. The owner will not renew the HAP contract or extend the current lease;
4. The sole participant dies;
5. There has been no HAP for 180 days;
6. The Authority terminates assistance for the family;
7. The unit failed HQS and has not been repaired in the required timeframe;
8. The owner violates the HAP contract;
9. The family violates their obligations under the Housing Choice Voucher.

PAYMENT STANDARD/EXCEPTIONS TO THE PAYMENT STANDARD

The Authority will review the payment standard schedule annually. The Authority is required to set its payment standard in the Housing Choice Voucher Program between 90 and 110 percent of the published FMR for each unit size.

Exception area payment standards may be allowed to help families find housing outside areas of high poverty, or because voucher holders have trouble finding housing for lease under the program within the term of the voucher so long as HUD will fund the exception rents. Exception standards will be approved by the Managing Director.

The Payment Standard for the family will be the lower of:

- The Payment Standard for the family unit size; **OR**
- The Payment Standard for the unit rented by the family.

A family may rent a unit with more bedrooms than stated on the Voucher, but the family's subsidy will be based on the Payment Standard for the size for which the family is eligible. If the family rents a unit with fewer bedrooms, the subsidy will be based on the payment standard for the unit size the family has rented.

TENANT RENT

A family renting a unit at or below the payment standard pays the highest of:

- 30 % of monthly adjusted income;
- 10% of monthly gross income;
- Houston Housing Authority minimum rent: $50.00.

A family renting a unit above the payment standard pays the highest of the amounts listed above, plus any amount over the payment standard.

A first time participant entering the program, or a participating family moving to a new unit, cannot pay more than 40% of monthly-adjusted income as rent.

Minimum Rent Hardship Exceptions

Exceptions to the minimum rent will be granted on a case-by-case basis for financial hardship solely determined by the Authority. A family may request in writing exception from the minimum rent in the following situations:

- The family has lost eligibility or is awaiting an eligibility determination for federal, state, or local income assistance.
- The family would be evicted as a result of the imposition of the minimum rent requirement;
- The income of the family has decreased because of changed circumstances, including:
  - Loss of employment,
  - Death in the family,
  - Other circumstances determined by the Authority or HUD.

A hardship exception is not allowed if the hardship is determined temporary (lasting less than 90 days). The family must demonstrate that the financial hardship will last for 90 days or more and provide documentation to support their claim. If a family requests an exemption, the Authority will suspend the minimum rent beginning the month following receipt of the request. During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

The Authority will determine promptly whether the hardship exists and whether it is temporary or long term. If the Authority determines that there is no hardship, the minimum rent is imposed retroactively to the time of suspension. If the Authority determines that the hardship is temporary, a minimum rent may not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day suspension period, a minimum rent is imposed retroactively to the time of

suspension. A reasonable repayment agreement will be offered for any minimum rent back-payment by the family.

If the Authority determines that the hardship is of long-term duration, the Authority must exempt (retroactively to the date of the family's request for a minimum rent exception) the family from the payment of the minimum rent until the hardship no longer exists.

When a family receives a hardship exemption from the Minimum Rent, the family will be required to pay the greatest of 30 percent of adjusted monthly income or 10 percent of monthly income.

UTILITY ALLOWANCE/REIMBURSEMENT PAYMENTS

The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's voucher. If the family pays for some or all utilities, the Authority will provide the family with a utility allowance. The Utility Allowance Schedule is based on actual rates and average consumption estimates, and approved by HUD. The Utility Allowance Schedule is not based upon a family's actual energy consumption. The Authority will review the Utility Allowance Schedule on an annual basis. If a revision is needed, the Utility Allowance Schedule will be revised in accordance with HUD requirements.

If families provide their own range and refrigerator, the Authority will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. The Utility Allowance Schedule for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance, based on factors provided by HUD.

If the Utility Allowance exceeds the Total Tenant Payment of the family, the Authority will provide a Utility Reimbursement Payment to the family each month. The check will be made out directly to the tenant, or may be co-addressed in the name of the tenant and the local utilities company. This ensures that the amount will be applied to the tenant's utility bill and service will not be disrupted.

UTILITY ALLOWANCE EXCEPTION

The utility allowance used is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher. As required by 24 CFR 982.517, the Utility Allowance Schedule will be reviewed on an annual basis and adjusted as needed. As a reasonable accommodation for families with a disabled member, the Authority may approve a utility allowance that is higher than the applicable amount on the utility allowance schedule (e.g. an increase to the electric allowance to accommodate additional appliances verified to be necessary because of the family member's disability).

INCOME DISREGARD

Qualified disabled families are eligible for an earned income disallowance as prescribed by applicable HUD regulations. For these qualified disabled families, the Authority will disregard for 12 months the:

1. Incremental earned income of family members who were unemployed for a year or more and became employed (A person is considered to have been unemployed if he/she was employed, but earned less in the previous 12 months than would be earned by a person working 10 hours per week making minimum wage working 50 weeks);

2. Incremental earned income of Family members income whose employment income increases as a result of participation in a family self-sufficiency program or job training program, or

3. Incremental earned income of family members whose employment income has increased AND who, within the last six months have received either any amount of cash grant from TANF or in-kind services funded through the TANF agency worth at least $500.

An additional 12 months of 50% earned income disallowance is allowed after the 100% 12 month disallowance has been exhausted.

The family has 48 months to take advantage of the full 24 month earned income disallowance from the date they are initially eligible to take advantage of the disallowed income allowance.

RENT ADJUSTMENTS

On or after the anniversary of the first year or term of the lease and HAP contract, owners may request a rent adjustment. All adjustment requests submitted to the Authority must be requested in writing in the format prescribed by the Authority. The owner must provide a 60 day advance notice to the family and supply a copy to the Authority. *Owner rent adjustments, if determined reasonable by the Authority, are effective the first day of first month commencing on or after the contract anniversary date or 60 days from the first of the month following receipt of the owner request, whichever is later.* In order for the tenant to remain on the Housing Choice Voucher program in the unit, the new rent must meet rent reasonableness. If it does not, the Authority will attempt to negotiate the rent with the owner to an amount acceptable. If the Authority is unsuccessful and the owner proceeds with the rent increase, the tenant will be issued a voucher to move to a program acceptable unit.

The Authority reserves the right to suspend processing of owner requests for rent adjustments whenever funds are not sufficient to cover the cost of such adjustments.

ANNUAL RE-CERTIFICATION

Families are required to provide information on income, assets, deductions, and family composition at least annually. Also, the need for and the eligibility of a live-in aide will be verified annually at recertification. Re-certification dates will change when a family moves. Recertification packets

will be mailed 90-120 days in advance of the scheduled annual re-certification effective date. The head of household will be notified that she/he is required to attend a re-certification interview on a specified date and must complete the included information packet, including providing signatures on any third party verification forms needed. It is the Authority's preference to conduct face-to-face Annual Recertifications, however, exceptions will be granted if required to provide reasonable accommodations.

If an in-person recertification is to be performed, the head of household or spouse must attend the interview, and bring the completed packet and all required documentation. If the family fails to bring all the required documentation to the interview, the interview will be conducted and the family will be allowed 10 additional days to submit the required data. If the data is not then submitted, the family will be terminated for violation of family obligations. The interview may be re-scheduled once, based upon approval of extenuating circumstances, i.e. medical or disability-related reasons, etc. If the family fails to attend two (2) scheduled re-certification appointments without contacting the Authority, the family will be terminated for failure to comply with program requirements.

Upon completion of the re-certification, the Authority will notify the owner and tenant in writing of the new rent to be paid by the tenant (and of the new Housing Assistance Payment, if applicable).

If there is an increase in tenant income that results in an increase in the tenant portion of rent, the tenant will be given 30 day notice of the increase in rent. If re-certification completion was delayed by the tenant, the increase will be made retroactive to the original effective date of the re-certification.

If there is decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.

INTERIM CHANGES IN INCOME and FAMILY COMPOSITION

The family must **report** the following in writing to the Authority within 10 days of the change:

1. The family experiences any increase in income, when the family's current Total Tenant Payment is the minimum rent of $50 or

2 the family experiences an increase in income that exceeds $300 per month; or .

3 a family member is added, with or without income.

Other changes and increases, including cost of living adjustments to recipients of Social Security, TANF, and Veterans Assistance, and new or increased amounts of unearned income need not be reported until the next annual re-certification.

The tenant may report any of the following changes, which would result in a decrease in the tenant's rent:

1. Decrease in income;
2. Increase in allowances or deductions.

For families claiming zero income, re-certification will be scheduled every 120 days. For families whose annual income cannot be projected with any reasonable degree of accuracy, re-certification may be scheduled every 120 days.

Interim increases in Tenant Rent will be made only when:

The tenant has misrepresented any facts related to income or deductions from income; or
The tenant has claimed zero income and has been verified to have cash or non-cash income; or
The tenant has experienced an increase in income of at least $ 300 per year after having received an interim decrease in rent.

Interim re-certifications will be effective 30-days after the first of the month for an increase in tenant rent. Decreases in the tenant rent will be effective the first of the month following the month the change was reported and all documentation provided. If a family's rent is increased due to unreported income or overstated deductions, the increase will be effective retroactive to the date when rent should have increased. If the family's rent is decreased due to unreported change in income, the decrease will be effective the first date of the month after completion of the re-certification. No retroactive rent decreases will be granted.

Participants must report changes in income before the 10th of the month in order to have the decreased rent effective for the first of the following month. If paperwork to process the reduction is not received by the 15th of the month, there is no guarantee that the decreased rent will be completed by the first of the following month. In any event, the decrease will be effective the first of the month following the date of the income change and all required paperwork and third party verifications are received. If the family is responsible for delays in completing an interim re-certification, the Authority may terminate assistance.

The owner and tenant will be sent a notification letter informing them of the change in Rent, Tenant Rent and HAP, and the effective date of the changes. Interim re-certifications do not affect regularly scheduled re-certification effective dates.

Family Changes: The Authority will approve the addition to the family of children by birth, adoption, or court-awarded custody, and the Authority may permit the admission of other household members who were not a party to the lease, with written owner approval, based on the following criteria and provided the member is program eligible:

Marriage

Temporary custody foster children

Other family member additions

Before persons age 18 or older will be added to the family, they will be subject to the same criminal history screening used for all applicants. Additional family members must be authorized by the Authority and approved by the owner through an amendment to the lease agreement. 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 used to compute the payment standard. Failure on the part of the owner to approve an additional Family Member to the assisted unit does not constitute automatic grounds for termination of the lease agreement or automatic grounds for the Authority to issue a new Housing Voucher to the family to facilitate their moving to another unit. A family member who has been removed from the lease at the family's request may not re-enter the household until the next annual recertification.

Assisted families, whose head, spouse or other family member has become disabled since move-in, will receive an appropriate reasonable accommodation to increase the family size, as may be required to provide proper care or assistance and/or authorization to relocate to an accessible unit, as may be required.

All requests to remove a household member must be accompanied with supporting documentation, *i.e.*, utility bills in the name of the subject, canceled checks verifying payment of rent, driver's license indicating address is at a location corresponding to the utility billing or lease, or lease agreement in their name at another location.

Under/Over Housed Families: The Authority will increase or decrease a family's voucher to the appropriate bedroom size at the time of annual re-certification, a move, a rent increase, or interim re-certification. Failure on the family to report an over-housed situation may result in a Houston Housing Authority requirement for repayment of excess of subsidized rent and utilities, and/or termination from the program.

FAMILY ABSENCES FROM THE UNIT

The family may be absent from the unit for up to 14 consecutive day periods, with owner approval and written notification to the Authority. Absences longer than 14 consecutive days require advance approval by the owner and the Authority. The family may not be absent from the unit for a period of more than 180 consecutive days for any reason or the family will be terminated from the program, per HUD regulations. During the family absence, assistance payments are terminated and the family is responsible for the full contract rent.

Assistance for the entire household will be terminated if the head of household or spouse or adult child is absent due to incarceration for drug related or violent criminal activity.

REMAINING FAMILY MEMBER

A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left. If the head of household leaves the Housing Choice Voucher

program for any reason, any remaining adult in the household may be designated by the remaining family as the head of household. If there are no remaining adults in the household, the Authority may at its discretion allow another person related to the remaining tenant family by blood or marriage or court action to assume head of household responsibilities even though that person was not previously listed on the lease.

FAMILY BREAK UP

The Authority has discretion to determine which members of the assisted family continue to receive assistance in the program if the family breaks up. The Authority shall consider the following in making its determination:

Family members remaining in the assisted unit;

Best interest of the minor children in the assisted family;

Consideration of Elderly or Disabled family members;

Consideration if family members are forced to leave the unit as a result of actual or threatened

physical violence against family members by a spouse or other member of the household.

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

All cases of family break up must be documented and verified. Acceptable documents include: abandonment papers, notarized statement from member leaving that they are doing so and are forgoing any right to subsidy assistance, and the legal documents mentioned above.

FAMILY MOVES

A family is not permitted to move during the initial lease term. A family may only move once during any one-year period at the time of their Annual Recertification. Exceptions to restricting moves to the first term of the lease or within a twelve month period are limited to:

- Relocation directed by the Authority
- Owner caused failed HQS; provided the tenant is in compliance with program regulations
- Family need for an accessible unit to accommodate a member's disability;
- Catastrophic disasters, i.e. floods

Unless otherwise approved by the Houston Housing Authority's Director of Section 8 or his designee, mutual rescissions of a lease between tenant and landlord are not allowed. A participant who chooses to rescind a current lease with a landlord without Authority approval may be subject to termination of assistance.

Moves within the Authority's jurisdiction: Other than the exceptions noted above, families will be eligible to move within the Authority's jurisdiction with continued assistance **only** if they:

currently live in the Authority's only jurisdiction; and
hold a valid Housing Voucher; and
are eligible to move; and
have not violated any Family obligations; and
do not owe the Authority any money; and
are moving at the date of their Annual Recertification of Income and Family Circumstances

A family that wants to move with continued assistance must vacate the unit in compliance with the lease and provide proper notice to the owner (as required under the lease) and to the Authority. Failure to provide such notice will result in termination of assistance due to failure to comply with the family obligation.

Families that want to move must request a moving packet and must attend a move briefing. Priorities for scheduling families for the move briefings are as follows:

- Uninhabitable unit, including catastrophic disasters, uncorrected owner-caused HQS failures, and overcrowding as defined in HQS.
- Medical or disability-related need, as documented by a qualified medical practitioner's statement.
- Reduction in the family's voucher size that results in the family paying excessive rent.
- Upward change in the family's voucher size that allows the family to lease a larger unit.
- Voluntary moves after the first 12 months of occupancy.
- All other moves.

The Authority will conduct a criminal background check of household members over the age of 17 prior to issuing a moving packet. If the family is eligible to move, has not violated their Program Obligations or Lease Agreement, and does not owe the Authority money; the family will be offered a new voucher to search for another unit.

At any time, the Authority may deny permission to move due to the following if:

1. The family does not notify the Authority and the owner before the family moves out of the unit or termination of the lease.
2. The family does not allow the Authority and the owner to inspect/repair the unit at reasonable times and after reasonable notice.

3. The family is responsible for an HQS failure.
4. The family commits any serious or repeated violations of the lease.
5. The family owes the Authority or another PHA money for any reason.
6. The Authority does not have sufficient funding for continued assistance.
7. The family violates any Family Obligation.
8. For any other HUD-allowed reason.

Families who intentionally cause their assisted unit to fail Housing Quality Standards will not be eligible to receive another Housing Voucher to relocate to another unit and will be terminated from the program.

The Authority will not issue a voucher to a family who wishes to move due to an eviction action initiated by the owner. Both the owner and the family are required to notify the Authority whenever an eviction is filed. Housing assistance payments will continue until the court date, unless payments have been abated for owner-caused HQS violations. If the court rules that the family was evicted for violating the terms of the lease, including failure to pay rent, the family is ineligible for further assistance and will be terminated from the HCV program. If the court rules for the family, the family is eligible to receive another voucher.

If the family does not locate a new dwelling unit to move into, they will be required to submit an Agreement to Continue the Assisted Tenancy, and the assisted tenancy may extended for any reasonable period of time mutually agreed upon by owner and tenant. In the absence of the Agreement to Continue the Assisted Tenancy, HAP payments and the HAP contract will terminate at the end of the notice issued by the tenant.

OVERLAPPING HAP PAYMENTS

If a participant family moves from an assisted unit with continued assistance, the effective date of the assistance at the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of Housing Assistance payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit, is not considered duplicate housing subsidy. Overlapping HAP payments are not allowed if the owner of the new unit and old unit is the same.

TERMINATION OF ASSISTANCE

The Authority may terminate participant assistance if:

- Any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

- The family has not reimbursed the Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, or if the family breaches an agreement with the Authority to pay amounts owed to the Authority;
- Any household member refuses to sign or submit consent forms;
- Any family member commits serious or repeated lease violation(s);
- A family is evicted for serious or repeated lease violation(s);
- Any family member or guest causes damage to the unit; Any family member is subject to a lifetime registration requirement under a state sex offender registration program; An adult family member is convicted of manufacturing methamphetamines in an assisted unit;
- Any household member engages in drug-related or violent criminal activity;

  Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any participant, or immediate member of a participant's family who is a victim of the domestic violence, dating violence, or stalking.
- Any family member engages in illegal use of a controlled substance;
- Any family member engages in abuse of alcohol in a manner that threatens the health, safety or peaceful enjoyment of the premises by other residents or neighbors;
- Any household member illegally possesses weapons;
- A family does not report an increase of income or change of family composition as stipulated in this Administrative Plan within 10 days;
- Any family members do not provide their Social Security information and documentation within the time required and specified by the Authority;
- Families do not comply with HQS;
- Any family member violates any family obligations under the program;
- The family currently owes rent or other amounts to the Authority or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;
- Any family member does not establish citizenship or eligible immigration status;
- The family engages in or threatens abusive or violent behavior toward Authority personnel;
- No Housing Assistance Payment has been paid on the family's behalf for six months;
- Any other HUD allowed reason.

The Authority may impose, as a condition of continued assistance for other family members, a requirement that the family members who participated in or were culpable for the action or failure will not ever reside in the unit.

Termination Notification

In any case where the Authority decides to terminate assistance to the family, the Authority will give both the family and the owner a 30-day written termination notice which states:

- Reasons for the termination;
- Effective date of the termination;
- Family's right to request an informal hearing; and
- Family's responsibility to pay the full rent to the owner if they remain in the assisted unit after the termination effective date.

OWNER TERMINATIONS

The owner may terminate the lease for lease violations at any time. The owner may terminate the lease for any other reason at anytime after the initial period of the lease. The owner must follow state and local laws and must provide the Authority with a copy of the termination notice immediately.

Depending upon the terms of the Lease Agreement, the owner may give the tenant a 30-day (or other period) notice to move. Owners are required to follow eviction procedures consistent with their Lease, Addendum to the Lease and HAP contract and must comply with the requirements of Federal, State, and local law. Owners must give written notice to the Authority of any legal actions and are required to provide the Authority with copies of all court action papers regarding program participants. Provided the owner initiates an eviction action in accordance with the lease, follows all pertinent laws, files all pertinent actions, and supplies the Authority with copies of all pertinent legal documents; the owner is entitled to HAP payment until the family voluntarily moves or is evicted.

The owner must use the termination proceedings as prescribed in the lease and contract:

- The owner can institute court action, using the grounds for eviction cited in the lease; or
- The owner can try to obtain a mutual rescission of the lease with the tenant. (The mutual rescission must be signed by both parties and designate the reason for the agreement to mutually rescind the Lease).
- The owner can issue proper notice not to renew the Lease Agreement.

The owner may not terminate tenancy for the Authority’s failure to pay the housing assistance payment.

REPAYMENT AGREEMENTS

Participating landlords or participants that owe a balance to the Authority must repay the debt to the Authority. Repayment of debt to the Authority should be paid in full immediately or a repayment agreement executed. Payments by check, certified check or money order are to be made payable to the "Houston Housing Authority".

If an owner owes the Authority for overpayment of housing assistance, the owner will be notified in writing of the overpayment amount. If the owner has other current HAP contracts, the amount will be recovered from amounts due under those contracts. If the owner does not pay or otherwise satisfy the amount due the Authority, the HAP contract will be cancelled and the owner may be barred from future participation in the Housing Choice Voucher program until the amount is paid in full. The Authority reserves the right to turn owner amounts due over to an independent collection agency and or to the HUD Office of Inspector General (HUD-OIG).

The Authority will make diligent and vigorous efforts to collect debts from any participant or owner, in full at the time a debt is incurred. When it is not financially feasible for the debt to be paid in full, the Authority may offer the owner or participant the opportunity to repay the debt over a period of time not to exceed twelve (12) months. The agreement to repay the debt must be formalized through a written and executed Repayment Agreement. Repayment Agreements are intended as a collection effort of last resort to ensure that the Authority can collect the balance due however the term of the repayment agreement shall be limited to a short period of time. For the purpose of this policy, fifty-percent (50%) of the amount owed must be paid and the Authority will enter into a repayment agreement for the balance owed that includes the following terms: 1) balances owed up to $1,000 must be repaid within six (6) months; and 2) balances greater than $1,000 but do not exceed $2,500 must be repaid within twelve (12) months. The Authority will not enter into a repayment agreement for more than $2,500.00 or for a repayment term longer than twelve (12) months. The Authority will terminate housing assistance in cases where the amount owed exceeds $2,500 and the case may be referred to the HUD-OIG for investigation and possible prosecution.

In all cases where the money owed by a participant is not due to any error on the Authority's part, the amount must be paid in full to preserve program participation unless a repayment agreement has been executed with the Authority for the amount due and the participant is not in default. Default is defined as stated in the execute repayment agreement.

The Authority will send a written notice of termination of housing assistance to the family and owner if the family has failed to pay any amount owed, whether the total amount or, if a Repayment Agreement has been executed, the scheduled payment. The Authority may, at any time, turn repayment agreements over to an independent collection agency.

If the program participant experiences a rent increase due to changes in income, family composition, etc., in cases where the family was responsible to report such changes and failed to report the change, creating a situation where repayment of overpaid housing assistance is required and the tenant has refused to pay in full or agree to enter into a repayment agreement, the Authority will

terminate housing assistance. The Authority may also forward the case to the HUD-O IG or District Attorney for investigation. As with any action to terminate assistance, the tenant will be given an opportunity for informal hearing prior to the termination of assistance.

FAMILY FRAUD/MISREPRESENTATION

The Authority is committed to assure that the proper level of benefits is paid to all program participants, and that housing resources reach only eligible families so that program integrity is maintained. If the family has committed fraud in connection with the Housing Choice Voucher Program, the Authority will terminate assistance and cancel the contract.

In addition, if the family has misrepresented income, assets, or allowances and deductions that have caused the Authority to pay more than the required amount of subsidy, the Authority will make every effort to recover any overpayments made as a result of tenant fraud or abuse. To preserve participation in the Housing Choice Voucher program, tenants may be offered the opportunity to repay to the Authority in full, at once. The Authority may take administrative action (including termination), refer the any amounts to a collection agency, take legal action, or refer the matter to the HUD Inspector General or District Attorney.

Criminal background checks are conducted on all adult household members at new admission, reinstatements and adult additions (age 18 or older) to the household. Criminal background checks may also be conducted on a current tenant when there is an allegation of fraud or criminal/drug activity. Any information discovered from these background checks that reveals a program violation may lead to termination.

OWNER FRAUD/MISREPRESENTATION

If the owner has committed fraud or misrepresentation in connection with the Housing Choice Voucher Program, the Authority will give notice to terminate the contract, and review the circumstances and the family's involvement to determine if the family is eligible for re-certification. The Authority shall make every effort to recover any overpayments made as a result of owner fraud or abuse. Possible action may include:

- Administrative action, including termination;
- Legal action;
- Referral to the HUD Attorney General's Office or District Attorney;
- Refusal to enter into other HAP contracts.

If the HAP contract is terminated but it is determined that the family is not involved in the owner's fraud or misrepresentation, the family will be eligible for continued assistance in a different owner's unit.

CHANGE IN OWNERSHIP

The Authority must receive a written request by the owner in order to make changes regarding who is to receive the Authority's rent payment and/or the address to which payment is to be sent.

The Authority will process a change of ownership only upon the written request and accompanied by documentation of the title transfer: i.e. recorded deed, legal sale documents, etc.

INFORMAL REVIEW

An informal review is conducted based on the Authority's decision to deny an applicant's application for participation in the Housing Choice Voucher Program. An informal hearing is conducted based on the Authority's decision affecting participant family in the Housing Choice Voucher Program in accordance with the procedures described in the following section on Informal Hearings.

Families and eligible singles are considered "applicants" from the date of their completed pre-application submission until denial of assistance or execution of the lease and Housing Assistance Payments subsidy contract, at which time the applicant becomes a "program participant."
An informal review may be requested if an applicant:

- Disputes his/her placement on the waiting list;
- Is denied a voucher;
- Is denied participation in the Program;
- Assistance is denied or delayed to an applicant because of the immigration status of family member

Informal reviews will not be granted to applicants who dispute:

The number of bedrooms stated on the voucher;

A determination that a unit does not meet or comply with Housing Quality Standards;

A determination that a proposed lease is unacceptable;

A decision to not approve a request for an extension of the term of the voucher;

General policy issues or class grievances.

Ineligible applicants will be promptly provided with a letter stating the reason for their ineligibility, and offering them an opportunity for an informal review. The notice shall contain a brief statement

of the reason(s) for the decision, that the applicant may submit a signed written request to the Authority for an informal review of the decision if he/she disagrees with the decision, and that the request must be made within ten calendar days from the date of the notice, and that the applicant should keep a copy the request.

Applicants must submit their request in writing to the Authority within ten (10) calendar days from the date of the letter of denial.

The Authority shall conduct an informal review, provided the applicant submits a proper written request for an informal review within the time allowed. If the request is not submitted timely, it shall mean that the applicant waived his/her right to request an informal review.

Informal Review Officer

The Authority shall designate a person or persons as the review officer(s), who did not make the determination and does not supervisor the person who made the determination.

The Informal Review

The proceedings of the review shall be informal and confined to factors relating to eligibility for issuance of a Housing Choice Voucher. The Authority shall notify the applicant of the date, the time, and the place of the informal review at least one week prior to the date of the review. The applicant shall have the right to present his/her objections either orally or in writing.

The Decision

The review officer or officers shall decide whether the decision denying assistance to the applicant was justified and according to the federal regulations and rules of the Authority. This final decision shall be in writing and issued within ten business days from the date of the review. The decision notice will state the final decision and a brief statement of the reasons for the final decision.

INFORMAL HEARINGS

The Authority shall give a participant an opportunity for an informal hearing in disputes involving the following cases:

A determination of the amount of the total tenant payment or tenant rent;

A decision to terminate assistance;

A decision to deny a family move.

Exempt Decisions

The Authority is not required to provide an opportunity for an informal hearing to review Authority determinations:

1. which are administrative determinations by the Authority, or to consider general policy issues or class grievances.

2. a unit does not comply with the Authority's Housing Quality Standards, that the owner has failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease), or that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.

3. The Authority wishes to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner.

4. not to approve a family's request for an extension of the term of the Voucher issued to an assisted family which wants to move to another dwelling unit with continued participation in the Authority's Housing Choice Voucher Program.

Notice to Participant

The Authority shall give the participant prompt written notice of the decision made regarding the above stated issues. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the participant does not agree with the decision, she/he may request an informal hearing on the decision within ten (10) calendar days from the date of the notice. If the request is not submitted timely, it shall mean that the participant waived his/her right to request an informal hearing.

If an informal hearing request is submitted within the required timeframe, the Authority will timely schedule the informal hearing and send written notice to the client. The written notice shall contain the date, time, and place where the informal hearing will be conducted. The informal hearing shall be prior to the date of termination of housing assistance payments, if at all possible.

The Hearing Officer

The Authority will designate any person or persons as hearing officer(s) to conduct the informal hearing. The hearing officer shall be a person other than a person who made or approved the decision under review, or a subordinate of such person.

Rights of the Participant

The participant must appear in person at the hearing, and may be represented by an attorney at his/her own expense. The participant shall have the right to review and copy (at his/her expense) any relevant information relied upon by the Authority. The participant shall have the right to present evidence, both oral and written. The participant has the right to question any witnesses deposed

herein and the right to argue his or her case prior to the hearing officer's decision. The participant shall have the right to arrange for an interpreter to attend the hearing, at the client's expense. The participant shall have the right to have the hearing recorded by audiotape at the client's expense. The participant shall have the right to seek redress directly through judicial procedures of the court.

Rights of Houston Housing Authority

The Authority may be represented by an attorney at the informal hearing. The Authority may introduce evidence, both oral and written. The Authority shall have the right to question any witness examined in the informal hearing and to make final submissions. The Authority shall have the right and must be given the opportunity to pre-hearing discovery, at Authority offices, of any family documents directly relevant to the hearing. The Authority must be allowed to copy any such document at the Authority's expense. If the family does not make the document available for examination on request of the Authority, the family may not rely on the document at the hearing.

The Informal Hearing

The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed. If the participant fails to appear at the hearing without prior request to re-schedule the hearing based on legitimate and allowable grounds or is more than 10 minutes late for the scheduled hearing, the matter will be decided ex-parte, or dismissed forthwith with no right for its restoration. Participants may not re-schedule a hearing more than once.

The Decision

Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing. The decision shall be in writing and based on the facts established, HUD regulations, Authority rules, and the law applicable. The decision shall clearly state the reasons on which the decision is arrived. A copy of the decision shall be furnished promptly to the participant, but in no case shall the decision take more than 14 calendar days from the date of the hearing.

INFORMAL HEARING DECISIONS NOT BINDING ON HOUSTON HOUSING AUTHORITY

The Authority is not bound by a hearing decision on the following matters:

1. A matter for which the Authority is not required to provide an opportunity for an informal hearing or otherwise in excess of the authority of the person conducting the hearing under these hearing procedures.

2. A decision given contrary to HUD regulations, requirements or otherwise contrary to Federal, State, or Local law.

If the Authority determines that it is not bound by a hearing decision, the Authority shall promptly notify the participant of the determination, and the reasons for the determination.

MODERATE REHABILITATION PROGRAM

Unless stated below, facets of the Moderate Rehabilitation Program (Mod Rehab) are the same as those listed in other areas of this Plan.

Family Participation: As previously mentioned, Mod Rehab applicants are not part of the Housing Choice Voucher lottery process. Applicants can gain access to the Mod Rehab waiting list either by applying specifically for that list or by written owner referral to the Authority. When an applicant is referred or selected from the Mod Rehab waiting list, a pre-application will be mailed to the applicant. Upon receipt of the completed pre-application, the Authority will schedule an interview with the applicant to determine eligibility. Families will be processed using the program rules listed in this Plan.

Moves: Families may move to another Mod Rehab unit only at the expiration of the lease, if there is another Mod Rehab unit available. A list of available Mod Rehab units housing will be made available to families wishing to relocate. Proper notice of their intent to vacate the unit must be submitted to the owner and the Authority. Families may not move to another unit if they owe the owner money under the current lease.

Mod Rehab families may elect to receive a Housing Choice Voucher only if

1. The family participated in the lottery pool, was placed on the waiting list, and is selected to receive a Voucher by the Authority, or

2. The family meets the qualification requirements for Vouchers provided by HUD to serve a targeted population, and the Authority is accepting applications from qualified applicants.

When a Mod Rehab family is subject to involuntary displacement or the imposition of an excessive rent burden because the HAP Contract for their unit has been terminated by the Authority for reasons unrelated to the conduct of the family, the family will be permitted to:

1. Move to another Mod Rehab unit within the same property; or, if none is available,

2. Move to another Authority Mod Rehab unit; or, if none is available,

3. Receive a Housing Choice Voucher. The offer of a Housing Choice Voucher is subject to the availability of a voucher for which the family is otherwise qualified. Other provisions of this Plan regarding the order of selection will not apply.

A Mod Rehab family will not be permitted to receive a Voucher if they have been terminated from the Mod Rehab Program.

Rent Increases: Rent increases will be monitored on a per contract basis. The owner must give proper written notice to the tenant and the Authority. Annual increases will be calculated based on Mod Rehab program regulations. Properties that are eligible for renewal are not eligible to receive rent increases. Mod Rehab contracts that are still in the initial period of contract are eligible to request rent increases in writing prior to the anniversary date of the contract.

Vacancy Loss Claims: Vacancy loss claims will be processed per HUD regulations and the contract.

Law Enforcement and Security Personnel: Mod Rehab assistance may be offered to police officers and other security personnel who are otherwise eligible for assistance. The owner must apply to the HUD Field Office for authorization to house over-income police officers and other security personnel. The Authority will process such referrals from HUD.

PHA PLAN
TABLE LIBRARY

Component 7

Capital Fund Program Annual Statement
Parts I, II and III

Annual Statement
Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number FFY of Grant Approval: (2007)

[X] Original Annual Statement

Line No.	Summary by Development Account	Total Estimated
1	Total Non-CGP Funds	
2	1406 Operations	520,000
3	1408 Management Improvements	105,000
4	1410 Administration	503,800
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	219,928
8	1440 Site Acquisition	
9	1450 Site Improvement	304,074
10	1460 Dwelling Structures	2,282,924
11	1460.1 Dwelling Equipment-Nonexpendable	
12	1465.1 Dwelling Equipment-Nonexpendable	0
13	1470 Nondwelling Structures	
14	1475 Nondwelling Equipment	
15	1485 Demolition	
16	1490 Replacement Reserve	
17	1492 Moving to Work Demonstration	
18	1495.1 Relocation Costs	41,750
19	1498 Mod Used for Development	0
20	1501 CFFP Debt Services	1,087,348
21	**Amount of Annual Grant (Sum of lines 2-18)**	**5,064,824**
22	Amount of line 19 Related to LBP Activities	23,200
23	Amount of line 19 Related to Section 504	1,050,000
24	Amount of line 19 Related to Security	45,300
24	Amount of line 19 Related to Energy Conservation	60,000

Annual Statement
Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
TX5005 / Irvinton Village			
	A & E Services	1430	139,928
	Landscaping	1450	8,500
	Site lighting improvements	1450	50,000
	Clothesline poles	1450	8,000
	Site water improvements	1450	14,374
	Abatement (Lead/Asbestos)	1450	23,200
	Kitchen cabinet repairs/replacement	1460	32,500
	Tub repairs/replacement including piping	1460	57,000
	Resilient floor replacement	1460	71,400
	Demolition (interior walls)	1460	50,000
	New interior framing	1460	283,352
	Interior walls painting	1460	59,500
	New vanities	1460	17,000
	Electrical repairs	1460	50,000
	Plumbing line/fixture replacement	1460	50,000
	MEP upgrades	1460	96,153
	Gas Heater Replacement	1460	50,000
	Exterior doors	1460	15,000
	Interior doors	1460	19,124
	New pitched roofs	1460	170,356
	New porches/facades	1460	220,694
	Masonry cleaning/porch/repairs	1460	50,000
	Entry doors/hardware	1460	50,500
	Window Replacements	1460	83,600
	New security window screens	1460	45,300
	Security screen doors	1460	21,250
	New hardwired smoke detectors	1460	7,650
	New range/ovens, refrigerators	1460	43,000
	Relocation	1495.1	31,750
	Total		**1,819,131**

Table Library

Annual Statement
Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
Various Housing Authority wide Projects			
	504 Requirements		
	A & E Services	1430	80,000
	Site work	1450	200,000
	Unit conversions to handicap	1460	710,000
	Relocation	1495.1	10,000
	Total		**$1,000,000**
TX 5012 Oxford Place	CFFP Debt Services-committed to Oxford	1501	775,679
TX 5011 Lincoln Park	Lincoln Park- Construction Costs	1460	0
TX 5011 Lincoln Park	Interest to be paid to Amegy Bank	1501	311,669
	Total		**1,087,348**

Table Library

Annual Statement
Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
Housing Authority Wide Activities	*Operations*		
	Extra ordinary maintenance repair at various developments	1406	120,000
	Public Housing Operations (deficit funding)		150,000
	Resident Services Program		250,000
	Sub-Total		**520,000**
	Management Improvements	1408	
	Housing Authority Maintenance/Management Vehicle		65,000
	Resident Council Training		5,000
	Computer equipment upgrade		15,000
	Housing Authority Staff & Mgmt Training		10,000
	Housing Authority Finance Staff Training (GASB & Tax Credit)		2,500
	Training (Public Housing Mgrs)		7,500
	Sub-Total		**105,000**
	Administration	1410	503,800
	Sub-Total		**503,800**
	Total		**$1,128,800**

Table Library

Annual Statement
Capital Fund Program (CFP) Part III: Implementation Table

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
TX5005/ Irvinton Village	30-Jun-09	30-Jun-10
Various Housing Authority Wide Projects	30-Jun-09	30-Jun-10

Table Library

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities

Activities for	Activities for Year : 2			Activities for Year: 3		
Year 1	FFY Grant: 2008			FFY Grant: 2009		
	PHA FY: 2008			PHA FY: 2009		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See	TX5005 Irvinton Village	A & E Services	$139,928	TX5002 Kelly Village	A & E Services	$139,928
Annual		Landscaping	8,500		Landscaping	8,500
Statement		Site lighting improvements	50,000		Grading and drainage	57,500
		Clothesline poles	8,000		Paving	25,000
		Site water improvements	14,374		Sidewalks/street	25,000
		Kitchen cabinet	32,500		Site lighting improvements	20,000
		Tub repairs/replacement	57,000		Clothesline poles	8,000
		Resilient floor replacement	71,400		Site water improvements	14,374
		Abatement (Lead/Asbestos)	23,200		Kitchen cabinet	32,500
		Interior painting	59,500		Tub repairs/replacement	57,000
		New vanities	17,000		Resilient floor replacement	19,132
		Electrical repairs	50,000		Abatement (Lead/Asbestos)	23,200
		Plumbing line/fixture replacement	50,000		Interior painting	59,500
		MEP upgrades	96,153		New vanities	17,000
		Gas Heater Replacement	50,000		Electrical repairs	25,000
		Exterior doors	15,000		Plumbing line/fixture	25,000
		Interior doors	19,124		MEP upgrades	25,000
		New pitched roofs	78,369		Gas Heater Replacement	25,000
		New porches/facades	461,486		Exterior doors	15,000
		Masonry cleaning/porch/repairs	50,000		Interior doors	19,124
		Entry doors/hardware	50,500		New pitched roofs	50,000
		Demolition	50,000		New porches/facades	102,500
		New framing/drywall	233,352		Masonry	25,000
		Window Replacements	83,600		Entry doors/hardware	25,000
		New security window screens	45,300		Demolition	25,000

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities

Activities for	Activities for Year : 2			Activities for Year: 3		
Year 1	FFY Grant: 2008			FFY Grant: 2009		
	PHA FY: 2008			PHA FY: 2009		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
		Security screen doors	21,250		New framing/drywall	50,720
		New hardwired smoke	7,650		Window Replacements	25,000
		New range/ovens, refrigerators	43,000		New security window screens	20,000
		Relocation	31,750		Foundation repair	6,250
	Subtotal		**$1,917,936**		Security screen doors	21,250
					New hardwired smoke	7,650
	Housing Authority Wide	A & E Services	$80,000		New range/ovens, refrigerators	27,372
	504 Requirements	Site work	200,000		Relocation	26,000
	at Various Projects	Unit conversion to handicap	710,000	Subtotal		**$1,052,500**
		Relocation	10,000			
	Subtotal		**$1,000,000**	TX50016 Kennedy	A & E Services	80,000
					Replace sheetrock	100,000
	TX5011 Lincoln Park	Debt service	**242,409**		Replace kitchen cabinets	50,000
					Replace floor tiles	30,000
	TX5012 Oxford Place	Debt service	**775,679**		Replace appliances	15,000
					Paint	20,000
	HA Wide Activities				Replace doors/interior/exterior	20,000
		Operations			Replace windows	50,000
		Extra ordinary maintenance	120,000		MEP upgrade	168,766
		Public Housing Operations	150,000		Relocation	20,000
		Resident Service Program	250,000	Subtotal		**553,766**
	Subtotal		**520,000**			
		Management Improvements		Housing Authority	A & E Services	$80,000
		Housing Authority	65,000	504 Requirements	Site work	200,000
		REID 504 Equipment	5,000	at Various Projects	Unit conversion to handicap	710,000
		Resident Council Training	5,000		Relocation	10,000
		Computer equipment upgrade	15,000	Subtotal		**$1,000,000**

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities

Activities for	Activities for Year : 2			Activities for Year: 3		
Year 1	FFY Grant: 2008			FFY Grant: 2009		
	PHA FY: 2008			PHA FY: 2009		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
		Housing Authority Staff &	5,000			
		Housing Authority Finance Staff Training (GASB & Tax Credit)	2,500	TX5011 Lincoln Park	Debt service	**554,079**
		Training (Public Housing	7,500			
	Sub-Total		**105,000**	TX5012 Oxford Place	Debt service	**775,679**

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities

Activities for	Activities for Year : 2			Activities for Year: 3		
Year 1	FFY Grant: 2008			FFY Grant: 2009		
	PHA FY: 2008			PHA FY: 2009		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
		Administration	503,800	HA Wide Activities	*Operations*	
	Subtotal		**503,800**		Extra ordinary maintenance	120,000
					Public Housing Operations (deficit funding)	150,000
	Total CFP Estimated Cost		**$5,064,824**		Resident Service Program	250,000
				Sub-Total		**520,000**
					Management Improvements	
					Housing Authority Maintenance / Management	65,000
					REID 504 Equipment	5,000
					Resident Council Training	5,000
					Computer equipment upgrade	15,000
					Housing Authority Staff & Mgm. Training	5,000
					Housing Authority Finance Staff Training (GASB & Tax	2,500
					Training (Public Housing Managers)	7,500
				Sub-Total		**105,000**
					Administration	503,800
				Subtotal		**503,800**
				Total CFP Estimated Cost		**$5,064,824**

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities (continued)

Activities for Year : 4			Activities for Year: 5		
FFY Grant: 2010			FFY Grant: 2011		
PHA FY: 2010			PHA FY: 2011		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
TX5002 Kelly Village	A & E Services	$139,928	TX5002 Kelly Village	A & E Services	$139,928
	Landscaping	8,500		Landscaping	8,500
	Grading and drainage improvement	57,500		Grading and drainage improvement	57,500
	Paving	25,000		Paving	25,000
	Sidewalks/street	25,000		Sidewalks/street	25,000
	Site lighting improvements	20,000		Site lighting improvements	20,000
	Clothesline poles	8,000		Clothesline poles	8,000
	Site water improvements	14,374		Site water improvements	14,374
	Kitchen cabinet repairs/replacement	32,500		Kitchen cabinet repairs/replacement	32,500
	Tub repairs/replacement	57,000		Tub repairs/replacement	57,000
	Resilient floor replacement	19,132		Resilient floor replacement	19,132
	Abatement (Lead/Asbestos)	23,200		Abatement (Lead/Asbestos)	23,200
	Interior painting	59,500		Interior painting	59,500
	New vanities	17,000		New vanities	17,000
	Electrical repairs	25,000		Electrical repairs	25,000
	Plumbing line/fixture replacement	25,000		Plumbing line/fixture replacement	25,000
	MEP upgrades	25,000		MEP upgrades	25,000
	Gas Heater Replacement	25,000		Gas Heater Replacement	25,000
	Exterior doors	15,000		Exterior doors	15,000
	Interior doors	19,124		Interior doors	19,124
	New pitched roofs	50,000		New pitched roofs	50,000
	New porches/facades	102,500		New porches/facades	206,390
	Masonry cleaning/porch/repairs	25,000		Masonry cleaning/porch/repairs	25,000
	Entry doors/hardware	25,000		Entry doors/hardware	25,000
	Demolition	25,000		Demolition	25,000
	New framing/drywall	50,720		New framing/drywall	50,720
	Window Replacements	25,000		Window Replacements	25,000
	New security window screens	20,000		New security window screens	20,000

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities (continued)

Activities for Year : 4			Activities for Year: 5		
FFY Grant: 2010			FFY Grant: 2011		
PHA FY: 2010			PHA FY: 2011		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
	Foundation repair	6,250		Foundation repair	6,250
	Security screen doors	21,250		Security screen doors	21,250
	New hardwired smoke detectors	7,650		New hardwired smoke detectors	7,650
	New range/ovens, refrigerators	27,372		New range/ovens, refrigerators	27,372
	Relocation	26,000		Relocation	26,000
Subtotal		**$1,052,500**	Subtotal		**$1,156,390**
TX50016 Kennedy Place	A & E Services	80,000	TX50016 Kennedy Place	A & E Services	80,000
	Replace sheetrock	100,000		Replace sheetrock	100,000
	Replace kitchen cabinets	50,000		Replace kitchen cabinets	50,000
	Replace floor tiles	30,000		Replace floor tiles	30,000
	Replace appliances	15,000		Replace appliances	15,000
	Paint	20,000		Paint	20,000
	Replace doors/interior/exterior	20,000		Replace doors/interior/exterior	20,000
	Replace windows	50,000		Replace windows	50,000
	MEP upgrade	168,766		MEP upgrade	168,766
	Relocation	20,000		Relocation	20,000
Subtotal		**553,766**	Subtotal		**553,766**
Housing Authority Wide	A & E Services	$80,000	HACH Wide	A & E Services	$80,000
504 Requirements	Site work	200,000	504 Requirements	Site work	200,000
at Various Projects	Unit conversion to handicap units	710,000	at Various Projects	Unit conversion to handicap units	710,000
	Relocation	10,000		Relocation	10,000
Subtotal		**$1,000,000**	Subtotal		**$1,000,000**
TX5011 Lincoln Park	Debt service	**554,079**	TX5011 Lincoln Park	Capital Contribution/Loan	**450,189**
TX5012 Oxford Place	Debt service	**775,679**	TX5012 Oxford Place	Debt service	**775,679**

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities (continued)

Activities for Year : 4			Activities for Year: 5		
FFY Grant: 2010			FFY Grant: 2011		
PHA FY: 2010			PHA FY: 2011		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
HA Wide Activities			HA Wide Activities		
	Operations			*Operations*	
	Extra ordinary maintenance work	120,000		Extra ordinary maintenance work	120,000
	Public Housing Operations (deficit funding)	150,000		Public Housing Operations (deficit funding)	150,000
	Resident Service Program	250,000		Resident Service Program	250,000
Sub-Total		**520,000**	Sub-Total		**520,000**
	Management Improvements			*Management Improvements*	
	HACH Maintenance / Management Vehicle	65,000		HACH Maintenance / Management Vehicle	65,000
	Resident Council Training	5,000		Resident Council Training	5,000
	Computer equipment upgrade	15,000		Computer equipment upgrade	15,000
	HACH Staff & Mgm. Training	10,000		HACH Staff & Mgm. Training	10,000
	HACH Finance Staff Training (GASB & Tax Credit)	2,500		HACH Finance Staff Training (GASB & Tax Credit)	2,500
	Training (Public Housing Managers)	7,500		Training (Public Housing Managers)	7,500
Sub-Total		**105,000**	Sub-Total		**105,000**
	Administration	503,800		*Administration*	503,800
Subtotal		**503,800**	Subtotal		**503,800**
	Total CFP Estimated Cost	**$5,064,824**		**Total CFP Estimated Cost**	**$5,064,824**

Annual Statement/Performance and Evaluation Report
Comprehensive Grant Program (CGP)
Part I: Summary

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

OMB Approval No. 2577-0157 (Exp. 7/31/95)

HA Name:	Comprehensive Grant Numbe	FFY of Grant Approval
Housing Authority of the City of Houston	TX24P00550103	2003

__ Original Annual Statement Reserve for Disasters/Emergencies ____ Revised Annual Statement/Revision Number____

___ Performance & Evaluation Report for Program Year Ending _06/30/2006_X_ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised(1)	Total Actual Cost (2) Obligated	Total Actual Cost (2) Expended
1	Total Non-CGP Funds	0		0.00	
2	1406 Operations	400,000.00	390,900.63	390,900.63	390,900.63
3	1408 Management Improvements	45,000.00	78,306.11	78,306.11	78,306.11
4	1410 Administration	503,800.00	532,893.87	532,893.87	532,893.87
5	1411 Audit	0.00	0.00	0.00	0.00
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00
7	1430 A & E Fees	235,000.00	266,611.97	266,611.97	266,611.97
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvements	382,435.00	332,535.00	332,535.00	332,535.00
10	1460 Dwelling Structures	2,996,663.00	2,890,769.06	2,890,769.06	2,890,769.06
11	1465.1 Dwelling Equipment-Nonexpendable	118,720.00	215,235.10	215,235.10	215,235.10
12	1470 Nondwelling Structures	0.00	3,598.50	3,598.50	3,598.50
13	1475 Nondwelling Equipment	0.00	0.00	0.00	0.00
14	1495.1 Relocation Cost	62,400.00	33,167.76	33,167.76	33,167.76
15	1490 Replacement Reserve	0.00		0.00	0.00
16	1502 Contingency (may not exceed 8% of line 16)	0.00	0.00	0.00	0.00
17	**Amount of Annual Grant (Sum of lines 2-15)**	4,744,018.00	4,744,018.00	4,744,018.00	4,744,018.00
18	Amount of line 16 Related LBP Activities	25,170		25170	25170
19	Amount of line 16 Related to Section 504 Compliance	30,000		30000	30000
20	Amount of line 16 Related to Security	50,000		50000	30000
21	Amount of line 16 related to Energy Conservation Measures	60,000		60000	30000

(1) To be completed for Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
X	X

Facsimile-form HUD-52837 (01/05/95)
ref Handbook 7485.3

Annual Statement/Performance and Evaluation
Comprehensive Grant Program (CGP)
Part II: Supporting Pages

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

OMB Approval No. 2577-0157 (Exp. 7/31/95)

Development Number/ Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX5002/	A & E Services	1430	1 ls	80,000.00	47,864.15	47,864.15	47,864.15	100% complete
Kelly Village	Landscaping	1450	5 bldgs	3,400.00	3,400.00	3,400.00	3,400.00	100% complete
	Grading and drainage improvement	1450	1 ls	7,000.00	7,000.00	7,000.00	7,000.00	100% complete
	Paving	1450	1 ls	95,900.00	95,900.00	95,900.00	95,900.00	100% complete
	Sidewalks	1450	1 ls	20,000.00	20,000.00	20,000.00	20,000.00	100% complete
	Site lighting improvements	1450	1 ls	20,000.00	20,000.00	20,000.00	20,000.00	100% complete
	Clothesline poles	1450	34 du	3,200.00	3,200.00	3,200.00	3,200.00	100% complete
	Site water improvements	1450	1 ls	5,750.00	5,750.00	5,750.00	5,750.00	100% complete
	Exterior screen doors	1450	1 ls	8,500.00	8,500.00	8,500.00	8,500.00	100% complete
	Kitchen cabinet repairs/replacement	1460	34 du	33,000.00	33,000.00	33,000.00	33,000.00	100% complete
	Tub repairs/replacement	1460	34 du	6,800.00	6,800.00	6,800.00	6,800.00	100% complete
	Resilient floor replacement	1460	34 du	28,560.00	28,560.00	28,560.00	28,560.00	100% complete
	Abatement (Lead/Asbestos)	1460	5 bldg	9,280.00	9,280.00	9,280.00	9,280.00	100% complete
	Interior painting	1460	34 du	23,800.00	23,800.00	23,800.00	23,800.00	100% complete
	New vanities	1460	34 du	6,800.00	6,800.00	6,800.00	6,800.00	100% complete
	Electrical repairs	1460	34 du	50,000.00	50,000.00	50,000.00	50,000.00	100% complete
	Plumbing line/fixture replacement	1460	34 du	50,000.00	50,000.00	50,000.00	50,000.00	100% complete
	MEP Upgrades	1460	5 bldg	30,000.00	15,861.80	15,861.80	15,861.80	100% complete
	Gas Heater Replacement	1460	34 du	20,000.00	19,100.00	19,100.00	19,100.00	100% complete
	Exterior doors	1460	20 ea	6,000.00	6,850.00	6,850.00	6,850.00	100% complete
	Interior doors	1460	108 ea	7,650.00	7,650.00	7,650.00	7,650.00	100% complete
	New pitched roofs	1460	5 bldg	231,319.00	310,477.70	310,477.70	310,477.70	100% complete
	New porches/facades	1460	5 bldg	118,927.00	118,927.00	118,927.00	118,927.00	100% complete
	Masonry cleaning/porch/repairs	1460	5 bldg	20,000.00	20,000.00	20,000.00	20,000.00	100% complete
	Entry doors/hardware	1460	56 ea	4,200.00	4,200.00	4,200.00	4,200.00	100% complete
	Window Replacements	1460	34 du	73,440.00	69,840.00	69,840.00	69,840.00	100% complete
	New security windows screens	1460	34 du	18,120.00	18,120.00	18,120.00	18,120.00	100% complete
	Foundation repair	1460	1 ls	2,500.00	2,501.50	2,501.50	2,501.50	100% complete
	New hardwired smoke detectors	1465.1	34 du	3,060.00	3,060.00	3,060.00	3,060.00	100% complete
	New range/ovens, refrigerators	1465.1	34 du	27,200.00	27,200.00	27,200.00	27,200.00	100% complete
	Non-dwelling structures	1470	ls	-	3,598.50	3,598.50	3,598.50	100% complete
	Relocation	1495.1	34 du	20,400.00	10,390.51	10,390.51	10,390.51	100% complete
	Subtotal			**1,034,806.00**	**1,057,631.16**	**1,057,631.16**	**1,057,631.16**	

Annual Statement/Performance and Evaluation
Comprehensive Grant Program (CGP)

Part II: Supporting Pages

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

OMB Approval No. 2577-0157 (Exp. 7/31/95)

Development Number/ Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX5005/	A & E Services	1430	1 ls	80,000.00	139,720.38	139,720.38	139,720.38	100% complete
Irvington	Grading	1450	1 ls	5,660.00	5,660.00	5,660.00	5,660.00	100% complete
Village	Courtyard fencing	1450	1 ls	3,450.00	7,311.80	7,311.80	7,311.80	100% complete
	New clotheslinc poles	1450	1 ls	4,425.00	4,425.00	4,425 00	4,425.00	100% complete
	Landscaping	1450	1 ls	3,400.00	3,400.00	3,400.00	3,400.00	100% complete
	New pedestrian walks and ramps	1450	1 ls	10,000.00	10,000.00	10,000.00	10,000.00	100% complete
	Bollards	1450	1 ls	1,800.00	1,800.00	1,800.00	1,800.00	100% complete
	Handrails	1450	1 ls	18,600 00	18,600.00	18,600.00	18,600.00	100% complete
	Handicapped ramps	1450	1 ls	2,500.00	2,500.00	2,500.00	2,500.00	100% complete
	Site lighting	1450	1 ls	42,000.00	42,000.00	42,000.00	42,000.00	100% complete
	Demolition of Electrical Pole/Fixtures	1450	1 ls	3,000.00	3,000.00	3,000.00	3,000.00	100% complete
	New building services	1450	1 ls	8,500.00	17,750.00	17,750.00	17,750.00	100% complete
	New poles/transformers	1460	1 ls	17,750.00	17,750.00	17,750.00	17,750.00	100% complete
	Masonry cleaning and repairs	1460	3 bldg	20,000.00	30,860.00	30,860.00	30,860.00	100% complete
	Roof and porch framing	1460	3 bldg	119,114.00	129,974.00	129,974.00	129,974.00	100% complete
	Furring/Siding	1460	3 bldg	32,500.00	43,360.00	43,360.00	43,360.00	100% complete
	Roof trusses	1460	3 bldg	62,000.00	72,860.00	72,860.00	72,860.00	100% complete
	Roofing/Roof/Porch Flashing	1460	3 bldg	72,790.00	83,650.00	83,650.00	83,650.00	100% complete
	Insulation	1460	3 bldg	7,500.00	26,392.08	26,392.08	26,392.08	100% complete
	Gutters and downspouts	1460	3 bldg	6,500.00	17,360.00	17,360.00	17,360.00	100% complete
	Foundation vents	1460	3 bldg	1,850.00	12,710.00	12,710.00	12,710.00	100% complete
	New windows	1460	34 du	74,700.00	85,560.00	85,560.00	85,560.00	100% complete
	New security screens	1460	34 du	21,640.00	32,500.00	32,500.00	32,500.00	100% complete
	Security screen doors	1460	34 du	8,500.00	19,360.00	19,360.00	19,360.00	100% complete
	Exterior painting	1460	3 bldg	13,250.00	24,410.00	24,410.00	24,410.00	100% complete
	Building signage	1460	3 bldg	3,200.00	14,060.00	14,060.00	14,060.00	100% complete
	Access doors	1460	3 bldg	2,900.00	13,760.00	13,760.00	13,760.00	100% complete
	Louvers	1460	34 du	2,100.00	12,960.00	12,960.00	12,960.00	100% complete
	Interior demolition	1460	34 du	15,510.00	26,370.00	26,370.00	26,370.00	100% complete
	Interior framing	1460	34 du	69,000.00	184,552.98	184,552.98	184,552.98	100% complete
	Drywall work	1460	34 du	59,750.00	70,610.00	70,610.00	70,610.00	100% complete
	New tubs and surrounds	1460	34 du	14,450.00	25,310.00	25,310.00	25,310.00	100% complete
	Exterior/interior doors/hardware	1460	3 bldg	11,200.00	22,060.00	22,060.00	22,060.00	100% complete

Annual Statement/Performance and Evaluation
Comprehensive Grant Program (CGP)

Part II: Supporting Pages

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

OMB Approval No. 2577-0157 (Exp. 7/31/95)

Development Number/ Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Shelving	1460	34 du	1,980.00	17,413.00	17,413.00	17,413.00	100% complete
	Interior painting	1460	34 du	23,800.00	34,660.00	34,660.00	34,660.00	100% complete
	VCT removal	1460	34 du	2,380.00	13,240.00	13,240.00	13,240.00	100% complete
	New VCT flooring	1460	34 du	28,560.00	39,420.00	39,420.00	39,420.00	100% complete
	New kitchen cabinets	1460	34 du	25,500.00	36,360.00	36,360.00	36,360.00	100% complete
	Wall board laminate	1460	34 du	2,500.00	13,360.00	13,360.00	13,360.00	100% complete
	New countertops	1460	34 du	7,500.00	17,460.00	17,460.00	17,460.00	100% complete
	Plumbing pipes/fixture replacement	1460	34 du	103,000.00	167,422.20	167,422.20	167,422.20	100% complete
	Vents	1460	3 bldg	7,500.00	22,480.00	22,480.00	22,480.00	100% complete
	Ceramic tile replacement	1460	34 du	11,900.00	36,898.20	36,898.20	36,898.20	100% complete
	Heating upgrades	1460	34 du	61,200.00	72,060.00	72,060.00	72,060.00	100% complete
	Electrical upgrades	1460	34 du	67,720.00	78,634.40	78,634.40	78,634.40	100% complete
	New range/ovens, refrigerators	1465.1	34 du	27,200.00	82,115.10	82,115.10	82,115.10	100% complete
	Window covering	1465.1	3 bldg	8,160.00	28,160.00	28,160.00	28,160.00	100% complete
	Relocation	1495.1	34 du	20,400.00	9,575.25	9,575.25	9,575.25	100% complete
	Subtotal			**1,218,839.00**	**1,891,854.39**	**1,891,854.39**	**1,891,854.39**	

Annual Statement/Performance and Evaluation
Comprehensive Grant Program (CGP)

Part II: Supporting Pages

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

OMB Approval No. 2577-0157 (Exp. 7/31/95)

Development Number/ Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (2)	Funds Obligated (2)	Funds Expended (2)	
TX5006/	A & E Services	1430	1 ls	75,000.00	79,027.44	79,027.44	79,027.44	100% complete
Clayton	Security lighting	1450	1 ls	20,000.00	10,000.00	10,000.00	10,000.00	100% complete
Homes	Grading and drainage improvement	1450	1 ls	44,250.00	10,388.20	10,388.20	10,388.20	100% complete
	New dumpster pads and enclosures	1450	2 ea	6,750.00	6,750.00	6,750.00	6,750.00	100% complete
	Sidewalk and paving repairs	1450	1 ls	15,750.00	10,750.00	10,750.00	10,750.00	100% complete
	Landscaping and courtyard development	1450	1 ls	3,600.00	3,600.00	3,600.00	3,600.00	100% complete
	Fencing improvements	1450	1 ls	15,000.00	5,000.00	5,000.00	5,000.00	100% complete
	Sheltered outdoor seating	1450	2 ea	10,000.00	5,850.00	5,850.00	5,850.00	100% complete
	New pitched roofs and gables	1460	2 bldg	227,670.00	127,670.00	127,670.00	127,670.00	100% complete
	Enhance building facades	1460	2 bldg	180,230.00	89,800.30	89,800.30	89,800.30	100% complete
	Abatement (Lead/Asbestos)	1460	18 du	15,990.00	15,990.00	15,990.00	15,990.00	100% complete
	New screen door hardware	1460	1 ls	37,390.00	17,390.00	17,390.00	17,390.00	100% complete
	Replace water and gas lines	1460	18 du	79,400.00	49,400.00	49,400.00	49,400.00	100% complete
	Replace commodes	1460	18 du	5,400.00	5,400.00	5,400.00	5,400.00	100% complete
	Replace bathtubs	1460	18 du	30,534.00	15,534.00	15,534.00	15,534.00	100% complete
	Add ½ bath to 4 br du's	1460	12 du	49,265.00	29,265.00	29,265.00	29,265.00	100% complete
	Paint	1460	18 du	25,200.00	14,524.74	14,524.74	14,524.74	100% complete
	New kitchen cabinets	1460	18 du	37,500.00	17,857.92	17,857.92	17,857.92	100% complete
	Exterior Paiting	1460	1 ls	8,500.00	8,500.00	8,500.00	8,500.00	100% complete
	Interior framing	1460	18 du	58,515.00	34,785.88	34,785.88	34,785.88	100% complete
	Drywall	1460	18 du	61,220.00	22,192.00	22,192.00	22,192.00	100% complete
	Electrical upgrades	1460	18 du	208,209.00	100,640.06	100,640.06	100,640.06	100% complete
	Relocate gas meters	1460	18 du	25,660.00	-	-	-	
	Install new VCT flooring	1460	1 ls	30,240.00	-	-	-	
	Repair stairs	1460	1 ls	3,720.00	739.30	739.30	739.30	100% complete
	Hardwire smoke detectors	1460	108 ea	3,240.00	3,240.00	3,240.00	3,240.00	100% complete
	Window mini-blinds	1460	288 ea	8,640.00	8,640.00	8,640.00	8,640.00	100% complete
	New range/ovens, refrigerators	1465.1	18 du	17,291.00	17,291.00	17,291.00	17,291.00	100% complete
	Add closet doors	1465.1	414 ca	19,609.00	19,609.00	19,609.00	19,609.00	100% complete
	Enclose water heater	1465.1	18 du	10,800.00	10,800.00	10,800.00	10,800.00	100% complete
	New water heaters	1465.1	18 du	5,400.00	27,000.00	27,000.00	27,000.00	100% complete
	Relocation	1495.1	18 du	21,600.00	13,202.00	13,202.00	13,202.00	100% complete
	Subtotal			**1,361,573.00**	**780,836.84**	**780,836.84**	**780,836.84**	

Annual Statement/Performance and Evaluation
Comprehensive Grant Program (CGP)
Part II: Supporting Pages

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

OMB Approval No. 2577-0157 (Exp. 7/31/95)

Development Number/ Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
PHA-Wide Pneumatic Gas Testing	Dwelling Structure Pneumatic Gas Testing Plumbing Repair TX5002/Kelly Village TX5005/Irvinton Village TX5006/Clayton Homes TX5001/Cuney Homes TX 5012/Oxford	1460		180,000	11,595	11,595	11,595	100% complete
	Total			**180,000**	**11,595**	**11,595**	**11,595**	

(1) To be completed for Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Facsimile of form HUD-52842 (01/05/95)
ref Handbook 7485.3

Annual Statement/Performance and Evaluation
Comprehensive Grant Program (CGP)
Part II: Supporting Pages

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

OMB Approval No. 2577-0157 (Exp. 7/31/95)

Development Number/ Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HACH Wide Activities								
	Operations	1406						
	Public Housing Operations (deficit funding)		1 ls	150,000.00	150,000.00	150,000.00	150,000.00	100% complete
	Resident Services Program		1 ls	250,000.00	240,900.63	240,900.63	240,900.63	100% complete
	Sub-Total			400,000.00	390,900.63	390,900.63	390,900.63	100% complete
					-			
	Management Improvements	1408			-			
	Resident Council Training		1 ls	5,000.00	5,000.00	5,000.00	5,000.00	100% complete
	Computer Equipment&Upgrade (ISM)		1 ls	20,000.00	40,000.00	40,000.00	40,000.00	100% complete
	Hach Staff&Mgmt Training		1 ls	5,000.00	15,000.00	15,000.00	15,000.00	100% complete
	Hach Finance Staff Training		1 ls	5,000.00	5,000.00	5,000.00	5,000.00	100% complete
	Training (Public Housing Mgrs)		1 ls	10,000.00	13,306.11	13,306.11	13,306.11	100% complete
	Subtotal			45,000.00	78,306.11	78,306.11	78,306.11	
					-			
	Administration	1410	1 ls	503,800.00	532,893.87	532,893.87	532,893.87	100% complete
					-	-		
	Total			**948,800.00**	**1,002,100.61**	**1,002,100.61**	**1,002,100.61**	

Facsimile of form HUD-52842 (01/05/95)
ref Handbook 7485.3

Annual Statement/Performance and Evaluation
Comprehensive Grant Program (CGP)

Part III: Implementation Schedule

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

OMB Approval No. 2577-0157 (Exp. 7/31/95)

Development Number/ Name HA - Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
TX5002/ Kelly Village	30-Sep-05		30-Sep-05	30-Sep-06		30-Sep-06	
TX5005/ Irvinton Village	30-Sep-05		30-Sep-05	30-Sep-06		30-Sep-06	
TX5006/ Clayton Homes	30-Sep-05		30-Sep-05	30-Sep-06		30-Sep-06	

Facsimile of form HUD-52842 (01/05/95)
ref Handbook 7485.3

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

PHA Name: Housing Authority of the City of Houston	**Grant Type and Number** **Capital Fund Grant Number** **TX24P00550104**	Federal FY of Grant: 2004

___ Original Annual Statement Reserve for Disasters/Emergencies ___ Revised Annual Statement/Revision Number_____
__X__ Performance & Evaluation Report for Program Year Ending 06/30/2006 ____Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost Original	Total Estimated Cost Revised	Total Actual Cost Obligated	Total Actual Cost Expended
1	Total Non-CFP Funds		0			
2	1406	Operations	520,000.00	520,000.00	520,000.00	8,057.71
3	1408	Management Improvements	105,000.00	105,000.00	105,000.00	7,504.77
4	1410	Administration	503,800.00	503,800.00	503,800.00	222,941.13
5	1411	Audit	0.00			
6	1415	Liquidated Damages	0.00			
7	1430	Fees and Costs	235,000.00	212,245.01	212,245.01	93,580.00
8	1440	Site Acquisition	0.00			
9	1450	Site Improvements	871,868.00	871,868.00	871,868.00	513,320.78
10	1460	Dwelling Structures	3,020,625.00	3,070,580.02	3,070,579.78	1,021,422.46
11	1465	Dwelling Equipment	83,200.00	56,000.00	56,000.00	0.00
12	1470	Nondwelling Structures	186,642.00	186,642.00	186,642.00	0.00
13	1475	Nondwelling Equipment	0.00			
14	1485	Demolition	0.00			
15	1490	Replacement Reserve				
16	1492	Moving to Work Demonstration				
17	1495.1	Relocation Cost	77,811.00	77,811.00	77,811.00	123.80
18	1498	Mod Used for Development				
19	1502	Contingency (may not exceed 8% of line 16)				
20	**Amount of Annual Grant (Sum of lines 2-19)**		**5,603,946.00**	**5,603,946.03**	**5,603,945.79**	**1,866,950.65**
21	Amount of line 20 Related LBP Activities		45,270			
22	Amount of line 20 Related to Section 504 Compliance		30,000			
23	Amount of line 20 Related to Security		88,710			
24	Amount of line 20 related to Energy Conservation Measures		60,000			

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

PHA Name: Housing Authority of the City of Houston	Grant Type and Number Capital Fund Program Grant No: TX24P00550104 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004

Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Budget	Revised	Obligated	Expended	
TX5002/								
Kelly Village	A & E Services	1430	1 ls	80,000	57,245	57,245	46,550.00	Design stage
	Landscaping	1450	4 bldgs.	3,400	3,400	3,400	3,400	100% colplete
	Grading & drainage improvement	1450	4 bldgs.	7,000	7,000	7,000	7,000	100% colplete
	Paving	1450	4 bldgs.	95,900	95,900	95,900	95,900	100% colplete
	Sidewalks	1450	4 bldgs.	20,000	20,000	20,000	20,000	100% colplete
	Site lighting improvements	1450	4 bldgs.	20,000	20,000	20,000	20,000	100% colplete
	Demoliton/Abatement	1450	4 bldgs.	9,280	9,280	9,280	9,280	100% colplete
	Clothesline poles	1450	4 bldgs.	3,200	3,200	3,200	3,200	100% colplete
	Site improvements	1450	4 bldgs.	5,750	5,750	5,750	5,750	100% colplete
	Kitchen cabinets	1460	4 bldgs.	33,000	33,000	33,000	33,000.00	100% colplete
	Tub repairs/replacement	1460	4 bldgs.	6,800.00	6,800.00	6,800.00	6,800.00	100% colplete
	Reslient floor tile replacement	1460	4 bldgs.	28,560.00	28,560.00	28,560.00	28,560.00	100% colplete
	Interior wall painting	1460	4 bldgs.	110,442.00	110,442.00	110,442.00	110,442.00	100% colplete
	New vanities	1460	4 bldgs.	6,800.00	6,800.00	6,800.00	6,800.00	100% colplete
	Electrical repairs	1460	4 bldgs.	150,000.00	150,000.00	150,000.00	150,000.00	100% colplete
	Plumbing line/fixture replacement	1460	4 bldgs.	150,000.00	150,000.00	150,000.00	150,000.00	100% colplete
	MEP upgrade	1460	4 bldgs.	30,000.00	30,000.00	30,000.00	30,000.00	100% colplete
	Gas heater replacement	1460	4 bldgs.	20,000.00	20,000.00	20,000.00	20,000.00	100% colplete
	Exterior doors	1460	4 bldgs.	6,000.00	6,000.00	6,000.00	6,000.00	100% colplete
	Interior doors	1460	4 bldgs.	7,650.00	7,650.00	7,650.00	7,650.00	100% colplete
	New pitched roofs	1460	4 bldgs.	231,319.00	231,319.00	231,319.00	106,482.84	46% colplete
	New porches/facades	1460	4 bldgs.	221,998.76	221,998.76	221,998.76	0.00	Design stage
	Masonary cleaning/repairs	1460	4 bldgs.	20,000.00	20,000.00	20,000.00	20,000.00	100% colplete
	Entry doors/hardware	1460	4 bldgs.	4,200.00	4,200.00	4,200.00	4,200.00	100% colplete
	Window replacement	1460	4 bldgs.	73,440.00	123,395.02	123,395.02	123,395.02	100% colplete
	New security window screens	1460	4 bldgs.	18,120.00	18,120.00	18,120.00	18,120.00	100% complete
	Foundation repairs	1460	4 bldgs.	2,500.00	2,500.00	2,500.00	2,500.00	100% complete
	Security screen doors	1460	4 bldgs.	8,500.00	8,500.00	8,500.00	8,500.00	100% complete

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

PHA Name: Housing Authority of the City of Houston	Grant Type and Number Capital Fund Program Grant No: TX24P00550104 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004

Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Budget	Revised	Obligated	Expended	
	New hardwire smoke detectors	1460	4 bldgs.	3,060.00	3,060.00	3,060.00	3,060.00	100% complete
	New range/oven/refrigerators	1465	4 bldgs.	27,200.00	0.00	0.00	0.00	
	Relocation	1495		35,811.00	35,811.00	35,811.00	123.80	Design stage
	Total			**1,439,930.76**	**1,439,930.79**	**1,439,930.79**	**1,046,713.66**	

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

PHA Name:	Grant Type and Number	Federal FY of Grant: 2004
Housing Authority of the City of Houston	Capital Fund Program Grant No: TX24P00550104 Replacement Housing Factor Grant No:	

Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Budget	Revised	Obligated	Expended	
TX5006/								
Clayton Homes	A & E Services	1430	L.S.	155,000.00	155,000.00	155,000.00	47,030.00	6% complete
	Security lighting	1450	L.S.	62,000.00	62,000.00	62,000.00	62,000	Design stage
	New retaining wall	1450	L.S.	313,509.00	313,509.00	313,509.00	286,791	Design stage
	Grading and drainage improvement	1450	L.S.	126,554.00	126,554.00	126,554.00		Design stage
	New dumpster pads and enclosures	1450	8 bldgs.	9,250.00	9,250.00	9,250.00		Design stage
	Sidewalk and paving repairs	1450	8 bldgs.	125,750.00	125,750.00	125,750.00		Design stage
	Landscaping and courtyard development	1450	8 bldgs.	17,000.00	17,000.00	17,000.00		Design stage
	Fencing improvements	1450	8 bldgs.	43,275.00	43,275.00	43,275.00		Design stage
	Sheltered outdoor seating	1450	8 bldgs.	10,000.00	10,000.00	10,000.00		Design stage
	Interior framing	1460	8 bldgs.	127,515.00	127,515.00	127,515.00	98,511.40	Design stage
	New pitched roofs and gables	1460	8 bldgs.	346,784.00	346,784.00	346,784.00	21,517.88	Design stage
	Enhance building facades	1460	8 bldgs.	244,448.24	244,448.24	244,448.00	65,883.32	Design stage
	Abatement (Lead/Asbestos)	1460	52 du	35,990.00	35,990.00	35,990.00		Design stage
	New screen door hardware	1460	52 du	112,090.00	112,090.00	112,090.00		Design stage
	Replace rusted domestic waterlines/gas lines	1460	52 du	182,400.00	182,400.00	182,400.00		Design stage
	Replace commodes	1460	52 du	35,540.00	35,540.00	35,540.00		Design stage
	Replace bathtubs	1460	52 du	44,984.00	44,984.00	44,984.00		Design stage
	Exterior painting	1460	52 du	21,750.00	21,750.00	21,750.00		Design stage
	Add ½ bath to 4 br du's	1460	52 du	49,265.00	49,265.00	49,265.00		Design stage
	Paint and repair interiors	1460	52 du	49,000.00	49,000.00	49,000.00		Design stage
	New kitchen cabinets	1460	52 du	74,980.00	74,980.00	74,980.00		Design stage
	Drywall	1460	52 du	120,970.00	120,970.00	120,970.00		Design stage
	Add closet doors	1460	52 du	17,450.00	17,450.00	17,450.00		Design stage
	Enclose water heater	1460	52 du	22,000.00	22,000.00	22,000.00		Design stage
	Electrical upgrades	1460	52 du	237,459.00	237,459.00	237,459.00		Design stage
	New water heaters	1460	52 du	22,300.00	22,300.00	22,300.00		Design stage

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

PHA Name: Housing Authority of the City of Houston	Grant Type and Number: Capital Fund Program Grant No: TX24P00550104; Replacement Housing Factor Grant No:	Federal FY of Grant: 2004

Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Budget	Revised	Obligated	Expended	
TX5006/	Relocate gas meters	1460	52 du	25,660.00	25,660.00	25,660.00		Design stage
Clayton Homes	Install new VCT flooring	1460	52 du	61,180.00	61,180.00	61,180.00		Design stage
	Repair stairs	1460	52 du	24,530.00	24,530.00	24,530.00		Design stage
	Hardwire smoke detectors	1460	52 du	15,140.00	15,140.00	15,140.00		Design stage
	Window mini-blinds	1460	52 du	16,800.00	16,800.00	16,800.00		Design stage
	New range/ovens, refrigerators	1465	52 du	56,000.00	56,000.00	56,000.00		Design stage
	New Laundry Bldg.	1470	1 bldg.	186,642.00	186,642.00	186,642.00		Design stage
	Relocation	1495.1	40 du	42,000.00	42,000.00	42,000.00	0.00	Design stage
	Total			**3,035,215.24**	**3,035,215.24**	**3,035,215.00**	**581,733.38**	

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

PHA Name: Housing Authority of the City of Houston	Grant Type and Number Capital Fund Program Grant No: TX24P00550104 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004

Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Budget	Revised	Obligated	Expended	
HACH Wide	Operations	1406						
Activities	Extra ordinary maintenance repair at various developments			120,000	120,000	120,000		
	Public Housing Operations (deficit funding)			150,000	150,000	150,000		
	Resident Services Program			250,000	250,000	250,000	8,057.71	
	Subtotal			**520,000**	**520,000**	**520,000**	8,057.71	
	Management Improvements	1408						
	HACH Maintenance/Management Vehicle			60,000	60,000	60,000		
	Administrative Audio System			5,000	5,000	5,000	5,000	
	REID - 504 Equipment			5,000	5,000	5,000	2,505	
	Resident Council Training			5,000	5,000	5,000		
	Computer equipment upgrade			15,000	15,000	15,000		
	HACH Staff & Mgmt Training (GASB & Tax Credit)			5,000	5,000	5,000		
	HACH Finance Staff Training (GASB &			2,500	2,500	2,500		
	Training (Public Housing Mgrs)			7,500	7,500	7,500		
	Subtotal			**105,000**	**105,000**	**105,000**	**7,505**	
	Administration	1410	1 ls	503,800	503,800	503,800	222,941.13	
	Subtotal			**503,800**	**503,800**	**503,800**	**222,941.13**	
	Subtotal			**1,128,800**	**1,128,800**	**1,128,800**	**238,504**	

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

PHA Name: Housing Authority of the City of Houston	Grant Type and Number: Capital Fund Program Grant No: TX24P00550104; Replacement Housing Factor No:	Federal FY of Grant: 2004

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Fund Expended (Quarter Ending Date)			Reason for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
TX5002/							
Kelly Village	30-Sep-06		30-Sep-06	30-Sep-07			
TX5006/							
Clayton Homes	30-Sep-06		30-Sep-06	30-Sep-07			

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

PHA Name: Houston Housing Authority	**Grant Type and Number** **Capital Fund Grant Number TX24005501-05**	Federal FY of Grant: 2005

___ Original Annual Statement Reserve for Disasters/Emergencies ___ Revised Annual Statement/Revision Number_____
__X__ Performance & Evaluation Report for Program Year Ending 06/30/06 ___Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost Original	Total Estimated Cost Revised	Total Actual Cost Obligated	Total Actual Cost Expended
1	Total Non-CFP Funds					
2	1406	Operations	400,000	400,000	400,000	0
3	1408	Management Improvements	105,000	105,000	0	0
4	1410	Administration	503,800	503,800	0	0
5	1411	Audit				
6	1415	Liquidated Damages				
7	1430	Fees and Costs	200,000	223,504	183,504	24,987
8	1440	Site Acquisition				
9	1450	Site Improvements	624,530	624,530	0	0
10	1460	Dwelling Structures	2,534,007	3,105,196	0	0
11	1465	Dwelling Equipment	27,200	27,200	0	0
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 Cost	65,811	65,811	62.16	42.98
18	1498	Mod Used for Development				
19	1501	CFFP Debt Services	1,382,258	787,565	787,565	227,761
20	**Amount of Annual Grant (Sum of lines 2-19)**		**5,842,606**	**5,842,606**	**1,371,131**	**252,791**
21	Amount of line 20 Related LBP Activities		45,270			
22	Amount of line 20 Related to Section 504 Compliance		1,050,000			
23	Amount of line 20 Related to Security		88,710			
24	Amount of line 20 related to Energy Conservation Measures		60,000			

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

PHA Name: Houston Housing Authority	Grant Type and Number: Capital Fund Program Grant No: TX24005501-05; Replacement Housing Factor Grant No:	Federal FY of Grant: 2005

Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Budget	Revised	Obligated	Expended	
TX5002/								
Kelly Village	A & E Services	1430	1 ls	80,000	103,504	103,504	0	Design stage
	Landscape	1450	30	3,400	3,400			Design stage
	Grading & drainage improvement	1450	30	7,000	7,000			Design stage
	Paving	1450	30	95,900	95,900			Design stage
	Sidewalks	1450	30	20,000	20,000			Design stage
	Site lighting improvements	1450	30	20,000	20,000			Design stage
	Clothes line poles	1450	30	3,200	3,200			Design stage
	Site water improvements	1450	30	5,750	5,750			Design stage
	Abatement (lead/asbestos)	1450	30	9,280	9,280			Design stage
	Kitchen cabinet replacement	1460	30	33,000	33,000			Design stage
	Tub repair replacement	1460	30	6,800	6,800			Design stage
	Resilient floor replacement	1460	30	28,560	28,560			Design stage
	Demoliiton (interior walls)	1460	30	30,000	30,000			Design stage
	New interior framing	1460	30	108,287	108,287			Design stage
	Interior wall & painting	1460	30	110,442	86,938			Design stage
	New vanities	1460	30	6,800	6,800			Design stage
	Electricial repairs	1460	30	150,000	150,000			Design stage
	Plumbing lines/fixture replacement	1460	30	150000	150000			Design stage
	MEP upgrade	1460	30	30000	30000			Design stage
	Gas heater replacement	1460	30	20000	20000			Design stage
	Exterior doors	1460	30	6000	6000			Design stage
	Interior doors	1460	30	7650	7650			Design stage
	New pitched roofs	1460	4 bldgs.	231,319	174,212			Design stage
	New porches/façade	1460	4 bldgs.	118,927	118,927			Design stage
	Masonry cleaning	1460	4 bldgs.	20,000	20,000			Design stage
	Entry door/hardware	1460	30	4,200	4,200			Design stage
	Window replacement	1460	30	73,440	73,440			Design stage
	New security window screens	1460	30	18,120	18,120			Design stage
	Foundation repair	1460	1 bldg.	2,500	2,500			Design stage
	Security screen doors	1460	30	8,500	8,500			Design stage
	New hardwired smoke detectors	1460	30	3,060	3,060			Design stage
	New laundry building	1460	1 bldg.	56,402	56,402			Design stage
	New range/oven/refrigerators	1465.1	30	27,200	27,200			Design stage
	Relocation	1495.1	30	35,811	35,811			Design stage
	Total			**1,531,548**	**1,474,441**			

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

PHA Name: Houston Housing Authority	Grant Type and Number Capital Fund Program Grant No: TX24005501-05 Replacement Housing Factor Grant No:	Federal FY of Grant: 2005

Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Budget	Revised	Obligated	Expended	
TX5006/								
Clayton Homes	A & E Services	1430	4 bldgs.	40,000	40,000			Design stage
	Security lighting	1450	4 bldgs.	20,000	20,000			Design stage
	Sidewalk and paving repairs	1450	4 bldgs.	30,000	30,000			Design stage
	Fencing improvements	1450	l.s,	20,000	20,000			Design stage
	New retaining wall along bayou	1450	l.s,	190,000	190,000			Design stage
	Replace commode	1460	32	35,540	35,540			Design stage
	Replace bathtubs	1460	32	44,984	44,984			Design stage
	Add ½ bath to 4 br du's	1460	6 units	49,265	49,265			Design stage
	Painting/sheetrock	1460	32	49,000	49,000			Design stage
	New kitchen cabinets	1460	32	74,980	74,980			Design stage
	Exterior painting	1460	4 bldgs.	21,750	21,750			Design stage
	Interior framing	1460	32	123,511	123,511			Design stage
	Drywall	1460	32	80,970	80,970			Design stage
	Relocation	1495.1	32	20,000	20,000			Design stage
	Total			**800,000**	**800,000**			

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

PHA Name: Houston Housing Authority	Grant Type and Number Capital Fund Program Grant No: TX24005501-05 Replacement Housing Factor Grant No:	Federal FY of Grant: 2005

Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Budget	Revised	Obligated	Expended	
Various Housing	504 Requirements							
Authority Wide	A&E services	1430	35	80,000	80,000	80,000	24,987	6% complete
	Site work	1450	35	200,000	200,000			Design stage
	Unit conversion to handicap units	1460	35	710,000	710,000			Design stage
	Relocation	1495.1	35	10,000	10,000	62	43	Design stage
	Subtotal			**1,000,000**	**1,000,000**	**80,062**	**25,030**	
Housing	Extraordinary maintenance	1460	l.s.	120,000	120,000			
Authority Wide	repair at various developments							
Miscellenaous	**Subtotal**			**120,000**	**120,000**			
Repairs								
TX5012 Oxford Place	CFFP Debt Services	1501	l.s.	782,258	782,260	782,260	227,761	
TX5011 Lincoln Park	Lincoln Park- Construction Costs	1460	l.s.	0	651,800	0		
TX5011 Lincoln Park	CFFP Debt Services	1501	l.s.	600,000	5,305	5,305	0	
	Subtotal			**1,382,258**	**1,439,365**	**787,565**	**227,761**	
Housing	Operations	**1406**						
Authority Wide	Public Housing operation (defieit funding)	1406	l.s.	150000	150000	150000		
Activities	Resident Service Program	1406	l.s.	250000	250000	250000		
Repairs	**Subtotal**			**400,000**	**400,000**	**400,000**		
	Management Improvements	**1408**						
	Maintenance/Management vehicle	1408	l.s.	65000	65000			
	Resident Council Training	1408	l.s.	5,000	5,000			
	Computer equipment upgrade	1408	l.s.	15,000	15,000			
	Staff & Mgmt Training	1408	l.s.	10,000	10,000			

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

PHA Name: Houston Housing Authority	Grant Type and Number Capital Fund Program Grant No: TX24005501-05 Replacement Housing Factor Grant No:	Federal FY of Grant: 2005

Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Budget	Revised	Obligated	Expended	
	Finance staff training (GASB & Tax Credit)	1408	l.s.	2,500	2,500			
	Training (Public Housing Mgrs)	1408	l.s.	7,500	7,500			
	Subtotal			**105,000**	**105,000**			
	Administration	1410	1 ls	503,800	503,800			
	Subtotal			**503,800**	**503,800**			
	Total			**1,008,800**	**1,008,800**			

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

PHA Name: Houston Housing Authority	Grant Type and Number Capital Fund Program Grant No: TX24CFP0500102 Replacement Housing Factor No:	Federal FY of Grant: 2005

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Fund Expended (Quarter Ending Date)			Reason for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
TX5002/							
Kelly Village	30-Sep-07			30-Sep-08			
TX5006/							
Clayton Homes	30-Sep-07			30-Sep-08			
504 Requirements	30-Sep-07			30-Sep-08			

Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name **Houston Housing Authority**				**Original 5-Year Plan** **Revision No:**	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2	Work Statement for Year 3	Work Statement for Year 4	Work Statement for Year 5
	FFY 2007	FFY Grant: 2008	FFY Grant: 2009	FFY Grant: 2010	FFY Grant: 2011
		PHA FY: 2008	PHA FY: 2009	PHA FY: 2010	PHA FY: 2011
	Annual Statement				
TX5005 Irvinton Village		$1,917,936			
TX5002 Kelly Village			$1,052,500	$1,052,500	$1,156,390
TX5016 Kennedy Place			$553,766	$553,766	$553,766
504 Requirement		$1,000,000	$1,000,000	$1,000,000	$1,000,000
TX5011 Lincoln Park Debt Service		$242,409	$554,079	$554,079	$450,189
TX5012 Oxford Place Debt Service		$775,679	$775,679	$775,679	$775,679
HA-Wide		$1,128,800	$1,128,800	$1,128,800	$1,128,800
Total CFP Funds (Est.)		$5,064,824	$5,064,824	$5,064,824	$5,064,824
Total Replacement Housing Factor Funds					

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

PHA Name: Houston Housing Authority	**Grant Type and Number** **Capital Fund Grant Number TX24005501-06**	Federal FY of Grant: 2006

_x__ Original Annual Statement Reserve for Disasters/Emergencies ___ Revised Annual Statement/Revision Number_____
_____ Performance & Evaluation Report for Program Year Ending 06/30/06 ___Final Performance and Evaluation Report

Line No.	Summary by Development Account		Total Estimated Cost Original	Total Estimated Cost Revised	Total Actual Cost Obligated	Total Actual Cost Expended
1	Total Non-CFP Funds					
2	1406	Operations	520,000	520,000	0	0
3	1408	Management Improvements	105,000	105,000	0	0
4	1410	Administration	503,800	503,800	0	0
5	1411	Audit				
6	1415	Liquidated Damages				
7	1430	Fees and Costs	219,928	219,928	0	0
8	1440	Site Acquisition				
9	1450	Site Improvements	304,074	304,074	0	0
10	1460	Dwelling Structures	2,357,453	2,155,184	0	0
11	1465	Dwelling Equipment	0	0	0	0
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 Cost	41,750	41,750	0	0
18	1498	Mod Used for Development				
19	1501	CFFP Debt Services	1,012,819	1,215,088	1,215,088	0
20	**Amount of Annual Grant (Sum of lines 2-19)**		**5,064,824**	**5,064,824**	**1,215,088**	**0**
21	Amount of line 20 Related LBP Activities		23,200			
22	Amount of line 20 Related to Section 504 Compliance		1,050,000			
23	Amount of line 20 Related to Security		45,300			
24	Amount of line 20 related to Energy Conservation Measures		60,000			

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

PHA Name: Houston Housing Authority	Grant Type and Number Capital Fund Program Grant No: TX24005501-06 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006

Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Budget	Revised	Obligated	Expended	
Various Housing Authority Wide Activities	504 Requirements							
	A&E services	1430	35	80,000	80,000			Design stage
	Site work	1450	35	200,000	200,000			Design stage
	Unit conversion to handicap units	1460	35	710,000	710,000			Design stage
	Relocation	1495.1	35	10,000	10,000			Design stage
	Subtotal			**1,000,000**	**1,000,000**	**0**	**0**	
TX5012 Oxford Place	CFFP Debt Services	1501	l.s.	775,680	775,679	775,679		
TX5011 Lincoln Park	Lincoln Park- Construction Costs	1460	l.s.	341,987	341,987	0		
TX5011 Lincoln Park	Interest to be paid to Amegy Bank	1501	l.s.	237,139	439,409	439,409		
	Subtotal			**1,354,806**	**1,557,075**	**1,215,088**		
Housing Authority Wide Activities	Operations	**1406**						
	Extra ordinary maintenant repair at various developments	1406	l.s.	120000	120000			
	Public Housing operation (deficit funding)	1406	l.s.	150000	150000			
	Resident Service Program	1406	l.s.	250000	250000		0	
	Subtotal			**520,000**	**520,000**	**0**	**0**	
	Management Improvements	**1408**						
	Maintenance/Management vehicle	1408	l.s.	65000	65000			
	Resident Council Training	1408	l.s.	5,000	5,000			
	Computer equipment upgrade	1408	l.s.	15,000	15,000			
	Staff & Mgmt Training	1408	l.s.	10,000	10,000			

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

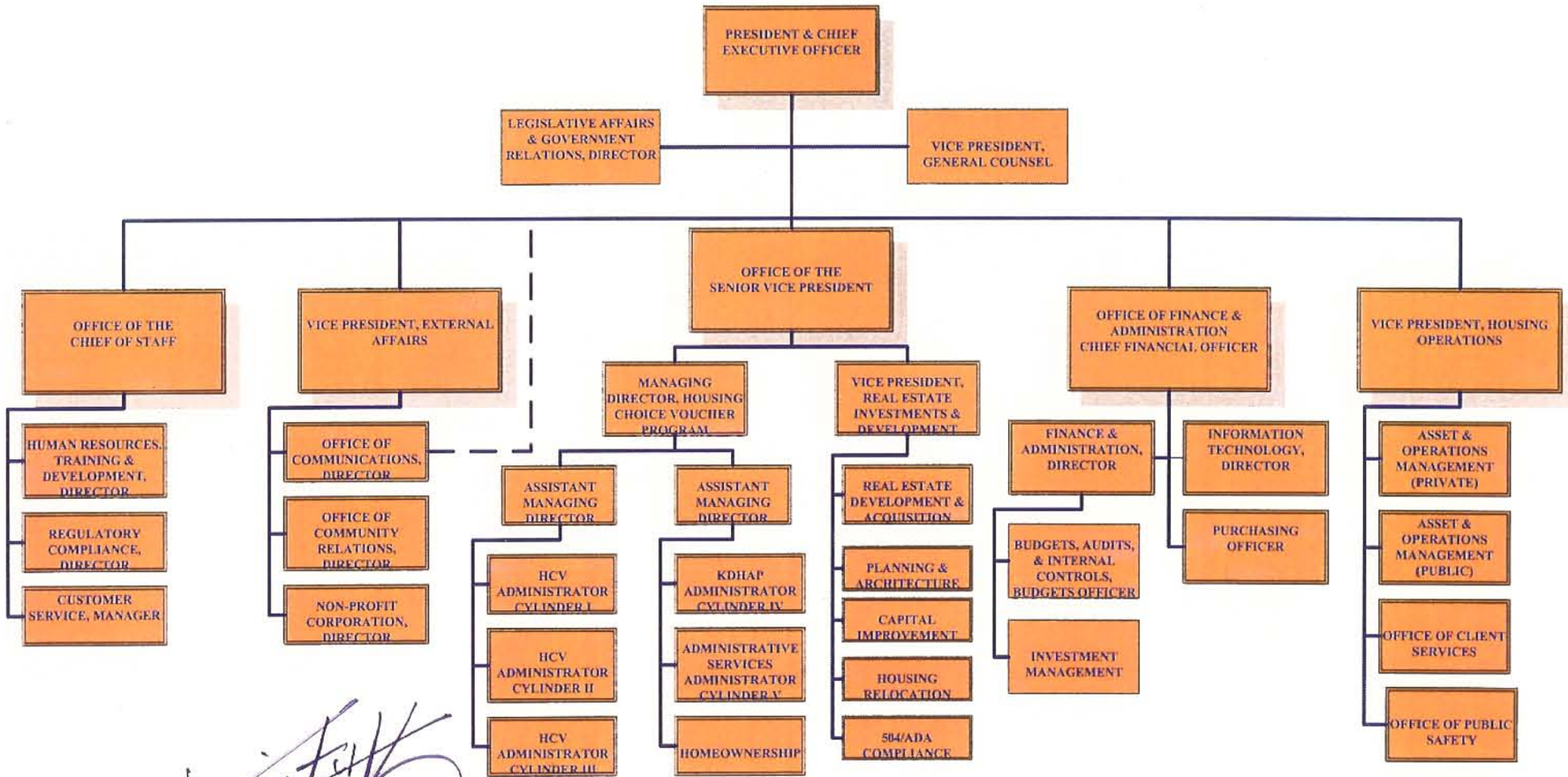
PHA Name: Houston Housing Authority		Grant Type and Number: Capital Fund Program Grant No: TX24005501-06; Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Budget	Revised	Obligated	Expended	
	Finance staff training (GASB & Tax Credit)	1408	l.s.	2,500	2,500			
	Training (Public Housing Mgrs)	1408	l.s.	7,500	7,500			
	Subtotal			**105,000**	**105,000**			
	Administration	1410	1 ls	503,800	503,800			
	Subtotal			**503,800**	**503,800**			
	Total			**1,128,800**	**1,128,800**			

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

PHA Name: Houston Housing Authority	Grant Type and Number Capital Fund Program Grant No: TX24005501-06 Replacement Housing Factor No:	Federal FY of Grant: 2006

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Fund Expended (Quarter Ending Date)			Reason for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
TX5002/							
Kelly Village	30-Sep-08			30-Sep-09			
504 Requirements	30-Sep-08			30-Sep-09			

HOUSTON HOUSING AUTHORITY ORGANIZATIONAL CHART



Ernie Etuk,
President & Chief Executive Officer

HOUSTON HOUSING AUTHORITY
Schedule of Tenant Charges and Sales
2007

	Description	Time	Labor Rate	Material	Total
1	Unstop Commode	1.25	$21.00	$0.00	$26.25
2	Unstop Lavatory	1.25	$21.00	$0.00	$26.25
3	Unstop Tub/Shower	1.25	$21.00	$0.00	$26.25
4	Unstop Pull Commode	2	$21.00	$2.10	$44.10
5	Unstop Kitchen Sink	1.25	$21.00	$0.00	$26.25
6	Replace Toilet Shrt	2.25	$21.00	$37.99	$85.24
7	Replace Toilet Tank	1.5	$21.00	$27.99	$5949
8	Replace Toilet Lid	0.75	$21.00	$11.74	$27.49
9	Replace Toilet Seat Shrt	1	$21.00	$7.94	$28.94
10	Replace Bullocks	1.25	$21.00	$5.99	$28.24
11	Replace Flush Handle	0.75	$21.00	$1.65	$17.04
12	Replace Metal Tissue Holder	1	$21.00	$2.34	$23.34
13	Replace Cer Tissue Holder	1	$21.00	$5.99	$26.99
14	Replace Tissue Roller	0.75	$21.00	$0.75	$16.05
15	Replace La/Tub Stopper	0.75	$21.00	$1.54	$17.29
16	Replace Basket Strainer	0.75	$21.00	$11.42	$27.17
17	Replace Bath Tub Seat	1	$21.00	$4.60	$25.06
18	Replace Tub Rail	1	$21.00	$17.50	$38.05
19	Replace Tub Mat	0.5	$21.00	$5.60	$16.01
20	Install Tub/Shower HR	2	$21.00	$8.50	$50.05
21	Replace Shower Rod	1	$21.00	$3.00	$24.00
22	Replace Medicine Cabinet	2	$21.00	$39.99	$81.99
23	Water Removal	Actual	Actual	Actual	Actual
24	Replace Shower Curtain	0.75	$21.00	$5.00	$20.75
25	Replace Shower Curtain Rings	0.75	$21.00	$0.30	$16.05
26	Replace Mirror	1	$21.00	$25.00	$46.00
27	Replace Mirror with Medicine Cabinet	2	$21.00	$39.99	$81.99
28	Make Duplicate Key- Falcon	0.5	$21.00	$1.75	$12.25
29	Re-Key Falcon Lock	0.5	$21.00	$0.00	$10.05
30	Replace Lock/Cylinder	Actual	Actual	Actual	Actual
31	Replace Passage Set	1	$21.00	$9.99	$30.00
32	Replace Privacy	1	$21.00	$11.99	$32.99
33	Replace Door Stop Solid	0.75	$21.00	$3.79	$19.54
34	Replace Door Spring	0.75	$21.00	$1.59	$17.34
35	Replace Door Stop Disk	0.75	$21.00	$2.99	$16.49
36	Replace Mail Box Flap	1	$21.00	$5.00	$26.00
37	Replace Mail Box Lock	1	$21.00	$7.80	$28.08
38	Replace Tubular Latch	1	$21.00	$18.00	$39.00
39	Replace Mortise Lock Set	1.5	$21.00	$39.00	$70.05
40	Replace Knob Exterior	0.75	$21.00	$18.90	$34.65
41	Replace Spindle Exterior	0.75	$21.00	$19.90	$35.65
42	Replace Knob Spindle Exterior	0.75	$21.00	$18.90	$34.65
43	Replace Mortise Lock Int	2	$21.00	$39.00	$81.00
44	Replace Door Hinges Interior	2	$21.00	$1.57	$43.57
45	Replace Door Hinges Exterior	2	$21.00	$1.83	$43.83
46	Replace Door Sweet Exterior0	0.75	$21.00	$4.66	$20.41
47	Replace Door Weather stripping	1.5	$21.00	$5.00	$36.06
48	Replace Screen Door Hinges	1.5	$21.00	$9.08	$40.58
49	Replace Screen Door Panel	1.25	$21.00	$4.60	$30.85
50	Replace Screen Door Secty	1.25	$21.00	$42.83	$69.08
51	Replace Screen Door Closure	1.25	$21.00	$17.50	$53.75
52	Replace Screen Door Lock	1	$21.00	$13.22	$34.22
53	Replace Screen Door Insert	1	$21.00	$7.47	$28.47
54	Replace Wood Screen Door	2	$21.00	$44.60	$86.06
55	Replace Aluminum Screen Door	2	$21.00	$47.50	$89.05

Work item not listed will be charged at actual labor cost plus actual material cost. All equipment loaded to a resident which is lost or damaged will be charged at actual cost to replace and/or repair as applicable.

**Labor rates are for normal working hour (8a-5p) when maintenance personal are called out after normal working hour, and there are billable charges, the labor rate will be billed at1.5 times the normal rate.*

HOUSTON HOUSING AUTHORITY
Schedule of Tenant Charges and Sales
2007

	Description	Time	Labor Rate	Material	Total
56	Replace Security Screen Door	2	$21.00	$130.00	$172.00
57	Replace JDW Cloth	1	$21.00	$130.00	$151.00
58	Replace Window Screen	1	Actual	Actual	Actual
59	Replace Window Screen Comp		Actual	Actual	Actual
60	Replace Channel Screen 4230	1	$21.00	$15.00	$36.00
61	Replace Window Glass Frosted 12161	1	$21.00	$3.05	$24.05
62	Replace Window Glass	Actual	Actual	Actual	Actual
63	Replace Insulated Window Panes2131		$21.00	$35.00	$56.00
64	Replace Window Plexiglass	1	$21.00	Actual	Actual
65	Replace Oven Control	2	$21.00	$59.95	$101.95
66	Replace Range Dial	1.25	$21.00	$8.70	$34.95
67	Replace Oven Handel	1.25	$21.00	$17.80	$44.05
68	Replace Gas Cox Handle	1	$21.00	$15.60	$36.06
69	Replace Grate (single burner)	0.75	$21.00	$12.77	$28.52
70	Replace Grate (Dixie single burner) 0.75	0.75	$21.00	$17.80	$33.55
71	Replace Grate (vesta)	0.75	$21.00	$14.76	$30.51
72	Clean/Adjust Burner)	0.75	$21.00	$3.20	$18.95
73	Replace Terminal Block 5-9	1	$21.00	$4.44	$25.44
74	Replace Back Element 5-9	1	$21.00	$15.05	$36.05
75	Replace Broiler Element 5-9	1	$21.00	$16.76	$37.76
76	Replace 5 Surface Unit 5-9	1	$21.00	$12.20	$33.02
77	Replace 8 Surface Unite 5-9	1	$21.00	$13.63	$34.63
78	Replace 6 Chrome Bowl 5-9	1	$21.00	$4.60	$25.06
79	Replace 8 Chrome Bowel 5-9	1	$21.00	$4.94	$25.94
80	Replace 6 Top Element 5-13	1	$21.00	$11.75	$32.75
81	Replace 8 Top Element 5-13	1	$21.00	$11.57	$32.57
82	Replace Bake Element 5-13	1	$21.00	$15.08	$36.08
83	Replace Oven Door 5-13	1	$21.00	$83.75	$104.75
84	Install Closet Rod	0.75	$21.00	$3.20	$18.95
85	Install Closet Rod Bracket	0.75	$21.00	$44.74	$60.49
86	Replace Towel Rack	1	$21.00	$5.27	$26.27
87	Replace Towel Rack (wall))	1	$21.00	$6.16	$18.16
88	Install Window Shades	Actual	Actual	Actual	Actual
89	Install Venetian Blind	Actual	Actual	Actual	Actual
90	Replace Cabinet Door Handle	1	$21.00	$3.85	$24.85
91	Replace Refrigerator Door Handle	1	$21.00	$24.78	$45.78
92	Repair Hole in Evaporator	Actual	Actual	Actual	Actual
93	20 Gal. Garbage Can	0.5	$21.00	$26.33	$36.83
94	Cut Resident Yard				$35.00
95	Remove Window Mullion	2.5	$21.00	$4.71	$57.21
96	Install Window Mullion	2.5	$21.00	$4.71	$57.21
97	Replace Smoke Detector		$21.00	$10.00	$31.00
98	Replace 9V Battery	0.75	$21.00	$3.49	$19.24
99	Replace (Bat) Detector	1	$21.00	$32.33	$53.33
100	Replace (Electric) Detector	1	$21.00	$31.05	$52.05
101	Cleaning Resident Yard		$25.00	2nd Offense	$40.00
102	Yard and Trash Fines		$25.00	2nd Offense	$40.00
103	Unlock Door8:00am-5:00p.m. (Scattered Sites Only)		$21.00		$21.00
104	Unlock Door 8:00am-5:00p.m. (Developments)		$21.00		$21.00
105	Trash	Actual	Actual	Actual	Actual
106	Cleaning Refrigerator	2	$21.00	$6.10	$48.01
107	Cleaning Stove	3	$21.00	$3.50	$66.05
108	Tenant Lock Out	Actual	Actual	Actual	Actual
109	Replace Fire Extinguisher	0.5	$21.00	$9.00	$19.05
110	Replace Dead Bolt Lock	2	$21.00	$26.95	$68.95

Work item not listed will be charged at actual labor cost plus actual material cost. All equipment loaded to a resident which is lost or damaged will be charged at actual cost to replace and/or repair as applicable.

**Labor rates are for normal working hour (8a-5p) when maintenance personal are called out after normal working hour, and there are billable charges, the labor rate will be billed at1.5 times the normal rate.*

HOUSTON HOUSING AUTHORITY
2007 UTILITY ALLOWANCE - ELECTRIC & GAS
TENANT PURCHASED UTILITIES

DEVELOPMENT Bed Rooms	CLUSTER	DESCRIPTION			Total Allowance Elec & Gas
EWING					2007
1	1A ELEC	R1-1S-TOP-END-EW	KWH		
1	1A GAS	R1-1S-TOP-END-EW	CCF	$	101
1	1B ELEC	R1-1S-BOT-END-EW	KWH		
1	1B GAS	R1-1S-BOT-END-EW	CCF	$	99
2	2A ELEC	R2-2S-END-EW	KWH		
2	2A GAS	R2-2S-END-EW	CCF	$	130
2	2B ELEC	R2-2S-INT-EW	KWH		
2	2B GAS	R2-2S-INT-EW	CCF	$	123
FOREST GREEN					
2	2A ELEC	R2-1S-INT-EW	KWH	$	154
3	3A ELEC	R3-1S-END-EW	KWH	$	195
3	3B ELEC	R3-1S-INT-EW	KWH	$	184
4	4A ELEC	R4-1S-END-EW	KWH	$	233
4	4B ELEC	R4-2S-INT-EW	KWH	$	236
KENNEDY PLACE					
2	2A ELEC	R2-1S-BOT-END-EW	KWH		
2	2A GAS	R2-1S-BOT-END-EW	CCF	$	103
3	3A ELEC	R3-2S-END-EW	KWH		
3	3A GAS	R3-2S-END-EW	CCF	$	137
4	4A ELEC	R4-2S-END-EW	KWH		
4	4A GAS	R4-2S-END-EW	CCF	$	154
5	5A ELEC	R5-2S-END-EW	KWH		
5	5A GAS	R5-2S-END-EW	CCF	$	170
6	6A ELEC	R6-2S-END-EW	KWH		
6	6A GAS	R6-2S-END-EW	CCF	$	197
WILMINGTON					
2	2A ELEC	R2-1S-TOP-END-NS	KWH		
2	2A GAS	R2-1S-TOP-END-NS	CCF	$	107
2	2B ELEC	R2-1S-TOP-INT-NS	KWH		
2	2B GAS	R2-1S-TOP-INT-NS	CCF	$	110
2	2C ELEC	R2-1S-BOT-END-NS	KWH		
2	2C GAS	R2-1S-BOT-END-NS	CCF	$	105
4	4A ELEC	R4-1S-BOT-END-EW	KWH		
4	4A GAS	R4-1S-BOT-END-EW	CCF	$	159
SCATTERED SITES - G&E*					
	SSH-GE-A	GE(1000-1400)	KWH		
	SSH-GE-A	GE(1000-1400)	CCF	$	157
	SSH-GE-B	GE(1401-1800)	KWH		
	SSH-GE-B	GE(1401-1800)	CCF	$	185
	SSH-GE-C	GE(1801-2200)	KWH		
	SSH-GE-C	GE(1801-2200)	CCF	$	206

HOUSTON HOUSING AUTHORITY
2007 UTILITY ALLOWANCE - ELECTRIC & GAS
TENANT PURCHASED UTILITIES

DEVELOPMENT Bed Rooms	CLUSTER	DESCRIPTION			Total Allowance Elec & Gas
SCATTERED SITES - ALL ELECTRIC*					
	SSH-E-A	E(1000-1400)	KWH	$	238
	SSH-E-B	E(1401-1800)	KWH	$	269
	SSH-E-C	E(1801-2200)	KWH	$	311
	*Water & Sewer Allowance - 3 Bdrm $49.00, 4 Bdrm $64.00				
LONG DRIVE					
1	1A ELEC	R1-1S-END-NS	KWH		
1	1A GAS	R1-1S-END-NS	CCF	$	82
1	1B ELEC	R1-1S-INT-NS	KWH		
1	1B GAS	R1-1S-INT-NS	CCF	$	82
2	2A ELEC	R2-1S-END-NS	KWH		
2	2A GAS	R2-1S-END-NS	CCF	$	101
2	2B ELEC	R2-1S-INT-NS	KWH		
2	2B GAS	R2-1S-INT-NS	CCF	$	101
3	3A ELEC	R3-2S-END-NS	KWH		
3	3A GAS	R3-2S-END-NS	CCF	$	129
4	4A ELEC	R4-2S-INT-EW	KWH		
4	4A GAS	R4-2S-INT-EW	CCF	$	167
HOAPV / VICTORY / FULTON					
1	Gas & Electric			$	45
2	Gas & Electric			$	51
3	Gas & Electric			$	56
4	Gas & Electric			$	62
5	Gas & Electric			$	68
Historic Rental					
2	Electric		KWH		
2	Gas		CCF		
2	Water		Gal	$	111
1	Electric		KWH		
1	Gas		CCF		
1	Water		Gal	$	96
Heatherbrook/Oxford/Lincoln Park					
1	Electric			$	58
2	Electric			$	71
3	Electric			$	85
4	Electric			$	100

Agency Paid Utilitites - Cost to Tenant for Excess Usage			
Electric Billing	kwh	$	0.092732
Gas Billing	ccf	$	0.968715

HOUSTON HOUSING AUTHORITY

RESIDENTIAL LEASE AGREEMENT

PART I

THIS AGREEMENT is executed between the Houston Housing Authority (f/k/a Housing Authority of the City of Houston) (hereinafter referred to as the "**AGENCY**") and _____ (hereinafter referred to as "**Tenant**"), for Unit No._____ located at _____, Houston, Texas 770__, and becomes effective as of this date: _____. AGENCY and Tenant hereby agree on the following terms and conditions:

(1) **Unit:** The AGENCY is relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part II of this Lease Agreement) the dwelling unit located at _____ Apartments (and hereinafter referred to as the "premises") to be occupied exclusively as a private residence by Tenant and household.

(2) **Household Composition:** The Tenant's household is composed of the individuals listed below. In addition to the Head and/or Spouse, each household member should be listed by age, at the time lease is signed.

Name	Relationship	Age & Birthdate	Social Security #

(3) **Term:** The term of this Lease shall be for one year, renewable as stipulated in Part II of the Lease.

(4) **Rent Choice:** The Tenant has selected to have the monthly rent calculation to be based on the method initialed below by the Tenant:

____ Income Based OR _____ Flat Rent/Ceiling Rent

(5) **Rent:** Monthly rent shall be $_____ prorated for partial month, the initial rent shall be $_____ rent in the amount of $_____ plus excess utility charges and other tenant charges shall be due and payable, without demand, in advance, on the first day of each month, and shall be delinquent after the fifth (5th) working day of said month. The AGENCY will be under no obligation to send out monthly statements for rent due. A utility reimbursement (if applicable) shall be paid to the Tenant. All rental installments and/or other charges shall be made payable to the order of AGENCY by check or money order. **Cash will not be accepted.**

(6) Utilities and Appliances: AGENCY -Supplied Utilities

If indicated by a (X) below, the AGENCY shall provide the indicated utility as part of the rent for the premises:

( ) Electricity ( ) Gas ( ) Water ( ) Sewerage ( )Other: _____

If indicated by a (X) below, the AGENCY shall provide the following appliances for the premises:

( ) Cooking Range ( ) Refrigerator ( ) Other:_____

(7) If indicated by a (X) below, the AGENCY shall provide the Tenant with a Utility Allowance in the monthly amount of $_____ for the following utilities, which are paid directly by the Tenant to the Utility supplier:

( ) Electricity ( ) Gas ( ) Water ( ) Sewerage ( ) Trash Removal

(8) Utility Allowances: check-metered properties.

The AGENCY shall provide Tenant with a consumption allowance for check metered utilities in accordance with the schedule of current "Utility Allowance/Tenant Purchased Utilities" posted in the Manager's Office, said schedule is incorporated herein by reference. Any usage of utilities in excess of this consumption allowance shall be billed to Tenant as an excess utility charge at the utility rate paid by the AGENCY at the development.

(9) Security Deposit: Tenant agrees to pay an amount of $_____as a security deposit, computed as required by the Admissions and Continued Occupancy Policy. See Part II of this Lease for information on treatment of the Security Deposit.

(10) If applicable, Tenant agrees to pay a refundable deposit if Tenant is approved to have a pet in the rental unit. A non-refundable deposit to cover reasonable operating costs relating to the presence of pets in the units will also be paid by the tenants. These deposits will be due from the Tenant upon receiving approval from the AGENCY to have a pet in the unit. The amounts are established by the AGENCY and are listed in the Pet Policy.

(11) Emergency Contact: At the time of execution of this Lease Agreement, the Tenant identifies the following family member as a contact person in case of an emergency:

Name: _____
Address: _____
Phone: _____
Relationship to Tenant: _____

If the tenant becomes incapacitated, incarcerated, voluntarily or involuntarily is no longer occupying this apartment, or if the tenant is no longer able to continue to occupy this dwelling, (check one or more) [ ] the above person [ ] your spouse or [ ] your parent or child, the AGENCY may allow such persons to enter your dwelling to remove all contents including any of your property that may be in the mailbox, storerooms and common areas. If no box is checked, any of the above "emergency contacts" are authorized to take such action.

If you are seriously ill or injured, you authorize the AGENCY to call or send for an ambulance at your expense. The AGENCY is not legally obligated to do so.

(12) Execution: Tenant agrees that by signing below, Tenant and all household members agree to abide by the terms and conditions of Part I and II of this Lease and all additional documents made as part of the Lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part II of this Lease Agreement have been received and explained to me/us.

TENANT: _____ DATE_____

SPOUSE/CO-TENANT: _____ DATE_____

AGENCY:_____ DATE_____

HEAD OF HOUSEHOLD'S CERTIFICATION

I, _____, certify that I, or any other members of my Household, have not committed any fraud in connection with any federal housing assistance program.

I further certify that all information or documentation submitted to the AGENCY by me or any other Household members in connection with any federal housing assistance program (before and during the Lease term) is true and complete and contains no omissions to the best of my knowledge and belief.

_____ _____

Tenant's Signature Date

ATTACHMENTS

If indicated by a (X) below, the AGENCY has provided the Tenant with the following attachments and information:

( )Part II of this Lease ( ) Pet Policy ( ) Standard Maintenance Charges (may be updated)

( ) Watch Out for Lead Paint Poisoning Notice ( ) Grievance Procedure (may be updated)

( ) Smoke Detector Certification ( ) Release to Obtain Usage Reports from Utility Companies

( ) Community Service & Family Self-Sufficiency Tenant Certification

( ) Community Rules (includes Housekeeping Standards) ( ) Other

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renter." The above information has been explained to me/us. I/We understand the possibility that lead-based paint may exist in the unit.

_____ _____

Tenant's Signature Date

_____ _____

Co-Tenant's Signature Date

HOUSTON HOUSING AUTHORITY

RESIDENTIAL LEASE AGREEMENT TERMS AND CONDITIONS

PART II

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is between the Houston Housing Authority (f/k/a Housing Authority of the City of Houston), hereinafter referred to as the "AGENCY") and Tenant named in Part I of this Lease (hereinafter referred to as "Tenant").

1. Description of the Parties and Premises:

(a) The AGENCY, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (hereinafter referred to as "premises" or "dwelling unit") described in Part I of this Lease, which is subject to the terms and conditions contained in Parts I and II of this Lease.

(b) The Premises must be used only as a private residence solely for the use and occupancy of the Tenant and the household members named on Part I, Section (2), of this Lease. The AGENCY may, by prior written approval, consent to Tenant's use of the unit for legal profit making activities subject to the AGENCY's policy on such activities.

(c) Any additions to the household members named on the Lease, including live-in aides and foster children, require the **advance written approval of** the AGENCY**.** Such approval will be granted only if the new family member(s) pass the AGENCY's screening criteria and if a unit of the appropriate size is available. Prior to the AGENCY's approval no additional persons will be allowed to move into the premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which the AGENCY may terminate the Lease in accordance with Section 16.

(d) Tenant agrees to immediately report to the AGENCY in writing and within 10 days, any household members no longer living in the premises and named on the Lease.

2. Lease Term and Amount of Rent

(a) Unless otherwise modified or terminated in accordance with Section 16, this Lease may be renewed for successive terms of one calendar year.

(b) Rent shall remain in effect unless adjusted by the AGENCY in accordance with Section 7 herein. The amount of the Tenant Rent shall be determined by the AGENCY in compliance with HUD regulations and in accordance with the AGENCY's Admissions and Continued Occupancy Policy.

(c) **Rent is DUE and PAYABLE in advance without demand on the first day of each month and shall be considered delinquent after the fifth business day of the month.** Three such delinquent payments within a 12 month period shall constitute a repeated late payment and be considered a serious lease violation. Rent may include other charges as described in Section 3 and 6 below.

(d) When the AGENCY makes any change in the amount of Tenant's Rent, the AGENCY shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. The notice shall inform the Tenant of the right to ask for an explanation of how the amount is computed by the AGENCY. If Tenant makes such a request, the AGENCY shall respond within a reasonable period of time.

3. Other Charges

In addition to rent, Tenant is responsible for the payment of other charges specified in this Lease. The type(s) and amounts of other charges are as specified in Part I of this Lease Agreement. Other charges may include:

(a) Maintenance costs: The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or guests. When the AGENCY determines that maintenance repairs are needed and are caused by other than normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the AGENCY based or the actual cost to the AGENCY for work not listed on the Schedule of Maintenance Charges. If overtime work is required, overtime rates shall be charged.

(b) Excess Utility Charges: At developments where utilities are provided by the AGENCY, a charge shall be assessed for excess utility consumption due to Tenant use. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.

(c) Installation charges for Tenant-supplier air conditioning units.

(d) Late Charges: A charge of $15.00 will be assessed for rent or other charges not paid by the fifth (5th) business day of the month.

(e) The AGENCY shall provide written notice to Tenant of any charges over the rental amount due and when these charges are due. Said charges are due two weeks after Tenant receives the AGENCY's written notice.

4. Payment Location

Rent and other charges can be paid at locations specified in the Rent Statement. **CASH WILL NOT BE ACCEPTED.**

5. Security Deposit

(a) Tenant Responsibilities:

(1) The Security Deposit shall be an amount equal to the greater of $150.00 or one month's Total Tenant payment. In the case of a tenant's transfer to another unit, the tenant will not be required to pay an additional or increased Security Deposit. The dollar amount of the security deposit is noted on Part I of this Lease.

(2) Pet Deposit: Tenant agrees to pay a refundable and non-refundable deposit upon receiving approval from the AGENCY to have a pet in the unit. The amounts and purpose of the deposits are established by the AGENCY and are listed in the Pet Policy.

(b) The AGENCY's Responsibilities:

The AGENCY may use the Security Deposit at the termination of this Lease to:

(1) Pay the cost of any debt owed to the AGENCY by Tenant at termination of this Lease.

(2) Reimburse the AGENCY for the cost of repairing any damages, beyond normal wear and tear to the dwelling unit caused by Tenant, household members or guests.

(c) Security deposits less any deductions will be refunded only after Tenant vacates the dwelling unit. The AGENCY is not obligated to return a Tenant's security deposit unless Tenant provides the AGENCY with a written statement of Tenant's forwarding address for the purpose of refunding the security deposit. Any deductions from the security deposit will be in a written statement and forwarded to Tenant's forwarding address.

(d) Refund the security deposit or send written statement for damages within thirty (30) days after move-out.

6. Utilities and Appliances

(a) AGENCY Supplied Utilities: If indicated by an (X) on Part I, No. 6 of the Lease, AGENCY will supply the indicated utility: electricity, gas, water, sewer service, or trash collection. Tenant will pay for all other utilities, related deposits and charges on Tenant's utility bills. The AGENCY will not be liable for any disruptions or failures to the utility service provided for by the AGENCY.

(b) If indicated by an (X) on part I of the Lease, the AGENCY will provide a cooking range, refrigerator, and in certain developments, an air conditioning unit. Other major electrical appliances, air conditioning units, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the AGENCY. Air conditioning units must be professionally installed or may be installed by the AGENCY maintenance personnel for a reasonable fee.

(c) Tenant-paid Utilities: If Tenant resides in a development where the AGENCY does not supply electricity, gas, water, sewage service, or trash collection, an Allowance for Utilities shall be established. The allowance shall be appropriate for the size and type of dwelling unit for which the Tenant pays utilities directly to the utility supplier. The total Tenant rent less the Allowance for Utilities shall equal the Tenant Rent. If the Allowance for Utilities exceeds the total Tenant rent, the AGENCY will pay the Tenant a utility reimbursement each month.

(d) The AGENCY may change the Allowance for Utilities at any time during the term of the Lease, and shall give Tenant sixty (60) days written notice of the revised Allowance of Utilities, along with any changes in Tenant Rent or Utility Reimbursement.

(e) Tenant shall be responsible for paying the utility bill, related deposits and charges, where applicable (at specified developments some or all utilities are included in the rent). If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

(f) Tenant Responsibilities: Utilities shall be used for normal household purposes only. Tenant agrees not to waste the utilities provided by the AGENCY and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

(g) Tenant will not allow utilities to be disconnected by any means (including non-payment of bill) until the end of the Lease term. Tenant understands that the lack

of utilities in a unit can lead to unsafe conditions affecting the health and safety of Tenants and will be a material breach of this Lease Agreement.

(h) Tenant agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

7. Terms and Conditions of Occupancy

The following terms and conditions of occupancy are a part of the Lease.

(a) Use and Occupancy of Dwelling: Tenant shall have the right to the exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease.

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days total each year per guest. Permission may be granted, upon written request to the Manager, for an extension of this provision.

(b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is unable to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with the Lease, and AGENCY has complied with all applicable statutes, laws and regulations that would enable Tenant to comply with the Lease, then the AGENCY will assist Tenant, or designated member (s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the AGENCY will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section 14 of this Lease.

(c) Re-determination of Rent, Dwelling Size, and Eligibility: The rent amount as fixed in Part I of the Lease Agreement is due each month until changed as described below.

(1) The status of each family is to be re-examined at least once a year, unless the family claims zero "O" income in which case the family will be re-examined every 90-days.

(2) Tenant agrees to supply the AGENCY, when requested and within 10 days of when change occurs, with accurate information about: citizenship or alien status of all family members; income and source of income of all family members; assets and related information necessary to determine eligibility; annual income; adjusted income;

and rent. Failure to supply such information or providing false information, is a serious violation of the Lease and grounds for Lease termination .

All information must be verifiable and will be verified. Tenant agrees to comply with the AGENCY requests for said verification, by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification as needed for all occupants of the unit 18 years of age or older including full-time students 18 years of age or older.

If additional information is required, the AGENCY shall give Tenant a reasonable amount of time in which to provide said information for compliance under this section. This information will be used by the AGENCY to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This information will be used in conjunction with the Admissions and Continued Occupancy Policy, which is publicly available in the Development's Office, and may also be used, in certain circumstances, in conjunction with the AGENCY'S participation in a government-regulated affordable housing program. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) Rent may change during the period between regular re-examinations, if it is found that:

(i) A person with income joins the household (even if Tenant has elected flat rent payment choice);

(ii) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent;

(iii) Tenant has misrepresented the facts upon which the rent is based, so that the rent Tenant is paying is less than the rent that he/she should have been charged, the AGENCY may then apply an increase in rent, retroactive to the first of the month following the month in which the misrepresentation occurred, and the total amount due will be payable the first of the following month. This type of misrepresentation or fraud is a serious violation of the Lease and grounds for Lease

termination and may be referred to the proper law enforcement agency for prosecution;

(iv) Rent formulas or procedures are changed by Federal Law or Regulation.

This Lease will **NOT** be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit if it disqualifies the family for the size unit currently occupied, or if the new family member does not meet the eligibility for admission requirements.

(d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

(1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in federal law or regulations, provided Tenant reported the change in a timely manner, as specified above.

(2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and if it is reported <u>within 10 days</u> of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported if the change is due to adding a new lease member or due to a change in income source. All other timely reported increases will be processed and implemented at the next annual re-exam or re-certification.

(3) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income the AGENCY shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred and the entire amount due shall be payable the first of the following month.

(4) In the case of a rent increase due to a change in federal laws or regulations, the increase will become effective the first day of the 2nd month following the month in which the AGENCY notifies the Tenant of the law or regulatory change.

(e) Transfers

(1) Tenant agrees that if the AGENCY determines that the size or design of the dwelling unit is no longer appropriate for Tenant's needs, the

AGENCY shall send Tenant written notice of this determination. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.

(2) The AGENCY may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

(3) If a Tenant makes a written request for special unit features in support of a documented disability, AGENCY may modify Tenant's existing unit. If the cost and extent of the modifications needed are equivalent to those required for a fully accessible unit, the AGENCY may transfer Tenant, at the AGENCY's expense, to another unit with the features requested.

(4) A Tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit. The transfer shall be at the AGENCY's expense.

(5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the AGENCY. Tenant shall be given fifteen (15) days in which to move. The time begins to run from the date that the notice is delivered. If Tenant refuses to move, the AGENCY will terminate the Lease and file for eviction.

(6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

(7) The AGENCY will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policy.

8. The AGENCY's Obligations

The AGENCY shall be obligated to:

(a) Maintain the dwelling unit and the development in decent, safe and sanitary condition as required by applicable laws;

(b) Furnish smoke detectors as require by statute. Such detectors will be inspected at least annually. (Tenant will be charged for repairs needed to smoke detectors beyond normal wear and tear or for missing batteries);

(c) Make necessary repairs to the dwelling unit after receiving notice from Tenant as required in Section 9(x);

(d) Keep development building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;

(e) Maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the AGENCY;

(f) Provide and maintain appropriate receptacles and facilities (except a container for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;

(g) Supply running water and reasonable amounts of hot water and a reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;

(h) Texas law requires that the AGENCY provide to the Tenant: (1) a window latch in each window; (2) a door knob or a deadbolt on each exterior door; (3) a sliding door latch or a pin latch on each sliding glass door, and (4) all requested repairs to locks and latches. At the time of the execution of this Lease, the Tenant may request, in addition to any existing security devices, the following: (1) deadbolt lock; (2) keyless lock; (3) door viewer; (4) pin latch; or (5) changing or re-keying of locks. If Tenant makes this request, the AGENCY must comply and install these additional devices; however, the Tenant must pay for this service in advance.

(i) Notify Tenant of the specific grounds for any proposed adverse action by the AGENCY (such adverse action includes, but is not limited to: a proposed lease termination, transfer or Tenant to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities). When required, the AGENCY will afford the Tenant an opportunity for a hearing under the AGENCY grievance procedure concerning a proposed adverse action.

9. Tenant's Obligations

Tenant Agrees to:

(a) Not assign the Lease, sublease, nor transfer possession of the dwelling unit to anyone for any reason.

(b) Not give accommodation to boarders or lodgers, and long- term guests (in excess of 14 days per guest per year) without the advance written consent of the AGENCY.

(c) Use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART I of the Lease, and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children, or live-in care or a member of Tenant's family, provided the accommodation of such persons conforms to the AGENCY's Occupancy standards, and so long as the AGENCY has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.

(d) Abide by necessary and reasonable rules and regulations, including site based community rules promulgated by the AGENCY for the benefit and well being of the housing development and Tenants. Tenant is encouraged to familiarize himself/herself with these rules and regulations, which are to be posted in a conspicuous manner in the development office and incorporated by reference in this Lease. Violation of such rules and regulations constitutes a violation of the Lease.

(e) Keep the dwelling unit and other such areas assigned to Tenant for Tenant's exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to maintain and provide lawn care service for the above-described premises.

(f) Dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the AGENCY and refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.

Tenants living in Scattered Sites units must comply with all applicable deed restrictions established by the Neighborhood Association. The neighborhood deed restrictions are incorporated herein and made a part of this Lease. Any violation of any deed restriction shall put the Tenant in default, and the AGENCY may, at its option, proceed under any of its remedies provided herein or under such other remedies at law or in equity, as the AGENCY may be entitled.

(g) Use all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators in a reasonable manner.

(h) Refrain from and cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or development.

(i) Pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by Tenant, household members or guests.

(j) Act, and cause household members and guests to act in a manner that will:

(1) Not disturb other resident's peaceful enjoyment of their accommodations; and

(2) Maintain all of the AGENCY's developments in a decent, safe, and sanitary condition.

(k) Assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:

(1) Any criminal activity, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (including AGENCY staff).

(2) Any drug-related criminal activity on or off the premises. (For the purposes of this Lease, the term drug-related criminal activity means the illegal possession, 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.);

(3) If the Tenant, household member or guest is or has been convicted of drug related criminal activity for manufacture or production of methamphetamines (speed or any other illegal substance), on the premises of federally assisted housing, such shall be grounds for immediate termination of the Lease.

(4) It is the duty of Tenant to notify development management of any arrest or convictions on the next working day following the arrest or conviction for any of the above.

(5) Any illegal drug or alcohol abuse or pattern of abuse that the AGENCY determines is detrimental to the health, safety or right to peaceful enjoyment of the premises by other residents.

(l) Make no alterations or repairs or redecoration to the interior or exterior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances, including air conditioners without prior written consent of the AGENCY and use no nails, tacks, screws, brackets, or fasteners on any part of the

dwelling unit (a reasonable number of picture hangers excepted) without authorization by the AGENCY.

(m) Exercise due care for the safety and security of residents, household members and guests, especially in the use of deadbolt locks, keyless night locks, window latches, and other security devices. In addition, Tenant agrees not to make changes to locks or install new locks on exterior doors without the AGENCY's prior written approval.

(n) Give prompt prior notice to the AGENCY, in accordance with Section 15 hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding two (2) weeks.

(o) Not to display or use or allow members of Tenant's household or guests to display or use any firearms, (operable or inoperable) or other offensive or deadly weapons as defined by the laws and courts of the State of Texas anywhere in the unit or elsewhere on the property of the AGENCY except in compliance with State and local laws. A deadly or offensive weapon (including a firearm) means anything manifestly designed, made or adapted to for the purpose of infliction death or serious bodily injury, or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury. A deadly weapon shall include, but not be limited to, a club, explosive weapon, firearm, knife or knuckles as those terms are defined in Section 46.01 of the Revised Texas Penal Code. This also prohibits the use of any firearms, BB guns, or pellet guns on Management property.

(p) Take reasonable precautions to prevent fires, especially any fires caused by the Tenant's, household member's or guest's carelessness, negligent actions or neglect, and refrain from storing or keeping flammable materials on or near the premises.

(q) Avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs and avoid using these for purposes other than going in and out of the dwelling unit.

(r) Refrain from erecting or hanging radio or television antennas or satellite dishes in any part of the dwelling unit or common areas. Roof antennas and satellite dishes may be installed in accordance with regulations set forth by the AGENCY and with the written approval of the AGENCY.

(s) Refrain from placing signs of any type in or about the dwelling unit except those allowed by written permission of the AGENCY.

(t) Refrain from, and cause members of tenant's household, or guests to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any

nature in the dwelling unit or on the grounds of the AGENCY development except in accordance with the AGENCY pet policy.

(u) Remove from the AGENCY property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the AGENCY. Any inoperable or unlicensed vehicle as described above will be removed from the AGENCY property at Tenant's expense. Automobile maintenance and repairs are not permitted on development site.

(v) Remove any and all personal property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the AGENCY. Costs for storage and disposal shall be assessed against the former Tenant.

The premises will be considered to be abandoned when Tenant no longer lives there, e.g., when mail no longer reaches Tenant at the address, when the telephone or utilities are disconnected, when neighbors report that the Tenant is no longer living in the unit, when nothing if value is left in the unit, or when individuals other than those names on Part I of this Lease are living in the unit.

(w) Use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AGENCY PROMPTLY OF ANY KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT,** and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs. Without limitation of the foregoing, Tenant shall notify AGENCY or its management agent immediately of any suspected water leaks, moisture problems, or mold in the dwelling unit or any common areas.

(x) Timely report accurate information regarding household composition and income and not commit any fraud in connection with any Federal housing assistance Program and not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.

(y) Abide by necessary and reasonable rules and regulations promulgated by the Resident Council for the development, benefit and well being of the housing development and Tenants, including Site Based Community Rules adopted jointly by the Resident Council and the AGENCY.

(z) Explain the AGENCY rules and regulations to all household members and guests and to be responsible for preventing violation of such.

(aa) Maintain smoke detector operable at all times. Tenant will not tamper with, damage, dispose, or remove smoke detector(s).

(bb) Not deface, remove, relocate, abuse, destroy, or take possession of any AGENCY owned property and equipment including vehicles, office equipment, refrigerators, appliance, and maintenance equipment.

(cc) Abide by necessary and reasonable rules and regulations applicable to the AGENCY's Admissions and Continued Occupancy Policy **(ACOP)**, including Tenant obligations to complete the required 8 hours per month of community service, if applicable.

10. NON-LIABILITY

Tenant acknowledges that any security measures provided by the AGENCY will not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. The AGENCY will not be liable to any Tenant, household member, or guest for injury, damage, or loss to person or property caused by criminal conduct of other persons; including theft, burglary, assault, vandalism or other crimes. The AGENCY will not be liable to Tenant, any household member, or guest for personal injury or damage or loss to personal property from fire, water leaks, explosives, or natural causes; including rain, hail, ice, snow, smoke, lightning, wind, and interruption of utilities. Tenants are strongly urged to secure their own insurance policy to protect against those losses mentioned above. The AGENCY will not furnish security personnel, security lighting, security gates or fences, or other forms of security, except as required by statute. If those things are provided Tenant acknowledges it is specifically for the protection of the AGENCY property only and is not to be relied on by Tenant as protection for Tenant or Tenant's property. If the AGENCY's employees are requested to render services not contemplated in this Lease, Tenant will hold the AGENCY harmless and indemnify the AGENCY from all liability arising from said services. If information regarding Tenant, Tenant's rental history or any household member is requested by a third party for law enforcement or business purposes, Tenant authorizes the AGENCY to provide said information requested.

11. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged and the conditions created by said damages are such that the dwelling unit is hazardous to the life, health, or safety of the occupants:

AGENCY's Responsibilities:

(a) The AGENCY shall be responsible for the repair of the unit within a reasonable period of time after receiving notice from Tenant. If the damage was caused by Tenant, household members, or guests, the reasonable costs of the repairs shall be charged to Tenant.

(b) If available, the AGENCY shall offer Tenant a replacement dwelling unit, if necessary repairs cannot be made within a reasonable time. The AGENCY is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the damage or hazardous condition.

(c) Tenant shall accept any replacement unit offered by the AGENCY.

(d) In the event the AGENCY cannot make repairs, as described above, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.

(e) If the AGENCY determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, or safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any pre-paid rent will be refunded to Tenant.

Tenant's Responsibilities

(a) If the AGENCY fails to repair the damage within a reasonable amount of time, Tenant shall request the Development Manager to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in having the rent abated. The abated rent amount will be determined by the AGENCY manager.

(b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the AGENCY, during the time in which the defect remains uncorrected.

12. Inspections

(a) Move-in Inspection: the AGENCY and Tenant or his/her representative shall inspect the dwelling unit prior to occupancy by Tenant. The AGENCY will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the AGENCY and Tenant and a copy of the statement retained in Tenant's folder. The AGENCY will correct any deficiencies noted on the inspection report, at no charge to Tenant.

(b) Other Inspections: The AGENCY will inspect the unit annually or as needed to check for needed maintenance repair, Tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of nor-approved alterations to the unit.

(c) Move-Out-Inspection. The AGENCY will inspect the unit at the time Tenant vacates and give Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the AGENCY.

13. Entry of Premises During Tenancy

Tenant's Responsibilities

(a) Tenant agrees that the duly authorized agent, employee, or contractor of the AGENCY will be permitted to enter Tenant's dwelling during reasonable hours (8:00 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. Emergency repairs may be performed at the earliest reasonable hour at any hour of the day or night.

(b) When Tenant calls to request maintenance on the unit, the AGENCY shall attempt to provide such maintenance at a time convenient to Tenant. Tenant hereby gives the AGENCY permission to enter the dwelling unit to perform maintenance if Tenant is absent from the dwelling unit.

AGENCY's Responsibilities

(a) The AGENCY shall give Tenant at least forty-eight (48) hours written notice that the AGENCY intends to enter the unit. The AGENCY may enter only at reasonable times.

(b) The AGENCY may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

(c) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the AGENCY shall leave a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

14. Contractual Lien and Abandonment

(a) **ALL PROPERTY IN THE PREMISES (EXCEPT PROPERTY EXEMPT UNDER SECTION 54.042 OF THE TEXAS PROPERTY CODE) IS SUBJECT TO A CONTRACTUAL LIEN TO SECURE PAYMENT OF DELINQUENT RENT. FOR THIS PURPOSE, "PREMISES" SHALL INCLUDE LIVING AREAS, EXTERIOR PATIOS AND BALCONIES, PORCHES, AND STOREROOMS TO WHICH TENANT HAS EXCLUSIVE USE, BUT DOES NOT INCLUDE COMMON AREAS. IF AN ORDER FOR EVICTION HAS BEEN ENTERED, AGENCY MAY EXERCISE THE FOLLOWING REMEDIES: AGENCY MAY SEIZE NON-EXEMPT PROPERTY TO ENFORCE THE CONTRACTUAL LIEN**

BUT THE AGENCY OR ITS MANAGEMENT AGENT MUST LEAVE WRITTEN NOTICE OF ENTRY AND AN ITEMIZED LIST OF THE ITEMS REMOVED IMMEDIATELY AFTER SEIZURE. THE NOTICE AND LIST SHALL BE LEFT IN A CONSPICOUS PLACE WITHIN THE PREMISES AND SHALL STATE THE AMOUNT OF DELINQUENT RENT AND THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE PERSON TENANT MAY CONTACT REGARDING THE AMOUNT OWED AND THAT THE PROPERTY WILL BE PROMPTLY RETURNED ON FULL PAYMENT OF THE DELINQUENT RENT. AGENCY MAY COLLECT A CHARGE FOR PACKING, REMOVING OR STORING PROPERTY SEIZED UNDER THIS SECTION. NON-EXEMPT PROPERTY SEIZED BY AGENCY MAY BE SOLD OR OTHERWISE DISPOSED OF IN THE MANNER PROVIDED IN SECTION 54.045 OF THE TEXAS PROPERTY CODE AFTER 30 DAYS' PRIOR WRITTEN NOTICE TO TENANT. THE PROPERTY SHALL BE SOLD TO THE HIGHEST CASH BIDDER. PROCEEDS OF SALE SHALL BE APPLIED FIRST TO DELINQUENT RENTS AND THEN TO REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS. AGENCY SHALL PROVIDE TENANT WITH AN ACCOUNTING OF ALL SALE PROCEEDS NOT LATER THAN THE 30TH DAY AFTER REQUESTS SUCH ACCOUNTING. TENANT MAY REDEEM THE PROPERTY AT ANY TIME BEFORE THE PROPERTY IS SOLD BY PAYING TO AGENCY ALL DELINQUENT RENTS AND ALL REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS.

(b) If the premises have been surrendered, abandoned, or if Tenant has been judicially evicted, the AGENCY or law officers may remove and/or store all property remaining in the premises or common area, including vehicles owned or operated by Tenant. The premises are surrendered on the earliest of the following dates: (i) all keys have been turned in where rent is paid; (ii) the move-out date has expired and the Tenant and household members live elsewhere; or (iii) the premises have been considered "abandoned", as defined below. The premises are deemed abandoned when: (i) Tenant and household members appear to have moved out because of substantial removal of clothing, furniture, or personal belongings from the premises and (ii) no one has been in the premises for five (5) consecutive days while the rent is due and unpaid. The premises are also considered abandoned on the 10th day after the death of the only person occupying the premise.

(c) STORAGE: The AGENCY has the duty to store property removed under a contractual lien. Except for pets and items with little or no value as provided below, the AGENCY has a duty to store property removed from the premises which has been surrendered or abandoned. Should the AGENCY choose to store said property, the AGENCY shall not be liable for casualty, loss, or theft by others. In all cases, Tenant is liable for payment of reasonable charges for

packing, removal, storage and sale of any property removed and/or stored by the AGENCY. The AGENCY shall have a lien on all property removed and stored pursuant to this section, for all sums owed by Tenant to the AGENCY.

(d) REDEMPTION: If property has been seized and stored by the AGENCY under a contractual lien for rent as authorized by the Texas Property Code, Tenant is entitled to redeem the property if Tenant pays all delinquent rent due at the time of the seizure. If notice of sale, as set forth below, is given before Tenant seeks redemption, Tenant is entitled to redemption only if Tenant pays the delinquent rent and reasonable charges for packing, removing and storing. If property has been removed and stored by the AGENCY after surrender, abandonment or judicial eviction, Tenant is entitled to redemption only if Tenant pays all sums owed by Tenant, including rent, late charges, storage, damages, etc. The AGENCY at its option may return the redeemed property to the place of storage, the Development's office, or the premises. All payments shall be made payable to the order **of the AGENCY** by check or money order. **Cash will not be accepted.**

SALE OR DISPOSITION: Property removed after the premises have been surrendered, abandoned or after a judicial eviction may be discarded if deemed by the AGENCY to be perishable (i.e. food, medicine, or plants) or worthless. Pets may be turned over to local authorities or humane society. All other property removed and stored by the AGENCY may be disposed of in accordance with applicable laws.

15. Notice Procedures

(a) **Tenant Responsibility:** Notice to the AGENCY must be in writing, delivered to the Development Office or to the AGENCY's central office, or sent by prepaid first-class mail, properly addressed.

(b) **The AGENCY Responsibility:** Notice to Tenant must be in writing, delivered to the Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Tenant.

(c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

(d) If Tenant is visually impaired, all notices must be in an accessible format.

16. Termination of the Lease

(a) This Lease may be terminated for serious or repeated violations of material terms of the Lease, including without limitation: failure to make payments due under the Lease: failure to fulfill any other Tenant obligation set forth in Section 7 or 9 or

elsewhere in the Lease; the Tenant being over the income limit for the program; repeated late payment as described in Section 2(c); or for other good cause. In terminating the Lease, the following procedures shall be followed by the AGENCY and Tenant.

The Housing Authority cannot evict Tenant on the basis of criminal activity directly relating to domestic violence, dating violence, or stalking against Tenant, unless the AGENCY can show there is an actual and imminent threat to the safety of other tenants or AGENCY staff if Tenant is not evicted.

If the abuser is a household member, the AGENCY can evict Tenant and the abuser for his or her acts of domestic violence, but (assuming Tenant continues to qualify for public housing) it may not evict or otherwise penalize Tenant, unless (as described above) it can show there is an actual and imminent threat to the safety of other tenants or AGENCY staff if Tenant is not evicted.

The AGENCY may evict for serious or repeated lease violations that are unrelated to domestic violence, dating violence, or stalking against Tenant, as long as it does not hold Tenant to a more demanding set of rules than applicable to tenants who are not victims of domestic violence, dating violence, or stalking.

The AGENCY under this section may bifurcate this lease in order to evict, remove, or terminate assistance of any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance of, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. Nothing in this Lease may be construed to limit the authority of the AGENCY to terminate the tenancy of any tenant if the AGENCY can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

(b) The AGENCY shall give written notice of the proposed termination of the Lease of:

1. Fourteen (14) days in the case of failure to pay rent or for repeated late payment of rent.

2. Three days in the case of violent criminal activity or drug related criminal activity.

3. A reasonable amount of time for all other terminations, but not to exceed thirty (30) days, considering the seriousness of the violation.

(c) The notice of termination:

1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine the AGENCY documents directly relevant to the termination or eviction.

2. When the AGENCY is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the AGENCY grievance procedures.

3. When the AGENCY is required to offer Tenant the opportunity for a grievance hearing concerning the Lease termination under the AGENCY grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

4. Notice to Vacate or Notice of Termination of Lease does not release tenant from liability for future rentals while occupying the premises. Acceptance of monies at any time will not waive management's right of property damages, past or future rents, or other sums due.

5. When the AGENCY is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the AGENCY has decided to exclude such grievance procedure, the Notice of Lease Termination shall (a) state that the Tenant is not entitled to a grievance hearing for the termination (b) specify the judicial eviction procedure to be used by the AGENCY for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.

(d) Tenant may terminate this Lease at any time by giving thirty (30) days written notice as described in Section 15, above.

(e) In deciding to evict for criminal activity, the AGENCY shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors.

(f) When the AGENCY evicts a Tenant from a dwelling unit for criminal activity the AGENCY shall notify the local post office serving that dwelling unit that such

individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

(g) If at the conclusion of the lease term, the tenant has failed to perform and report all community service hours required under the lease, the lease may not be renewed in accordance with HUD Regulations.

(h) In the event the AGENCY evicts a Tenant by judicial proceedings, and the AGENCY prevails in the eviction proceedings, the AGENCY shall be entitled to recover from the Tenant reasonable attorneys' fees and court costs.

17. Waiver

No delay or failure by the AGENCY in exercising any right under this Lease Agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise provided herein.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD. TENANT FURTHER AGREES TO BE BOUND BY ALL THE PROVISIONS AND CONDITIONS OF THE AGENCY RESIDENT LEASE AGREEMENT AND CORRESPONDING DOCUMENTS. (SIGNATURE REQUIRED ON PART I OF THIS LEASE.)

_____ _____

TENANT'S SIGNATURE *DATE*

[Include if applicable]

HOUSTON HOUSING AUTHORITY
LEASE ADDENDUM

Relocation Upon Reduction or Elimination of Operating Subsidy

By signing this addendum, Resident acknowledges that he or she is or may become the beneficiary of an Operating Subsidy received by the development from the Houston Housing Authority which is used to make up the difference in the cost of operating the development and the rental payment made by Resident. In the event of the reduction or elimination of such Development Operating Subsidy caused by a change in the law or regulation, Resident agrees to terminate this lease and vacate the Dwelling Unit upon receipt of 30 days notice and the offer of comparable replacement housing or 60 days notice and receipt of a Section 8 Certificate or Voucher from the Houston Housing Authority.

_____ _____

TENANT'S SIGNATURE *DATE*

HOUSTON HOUSING AUTHORITY
504 REASONABLE ACCOMMODATION HOUSING
POLICY AND PROCEDURES

May 18, 2004
Revised July 18, 2005

POLICY STATEMENT

The Houston Housing Authority ("the Authority"), is dedicated to ensuring that individuals with disabilities are not discriminated against on the basis of disability, in connection with the operation of its programs, services and activities. Therefore, if an individual with a disability requests an accommodation such as an accessible feature in a rental housing unit or a modification to the common area, the Authority will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden.

A copy of the 504 Reasonable Accommodation Housing Policy and Procedures (Policy) shall be posted in the Houston Housing Authority Administrative Offices located at 2640 Fountainview, Houston Texas 77057; the offices of the private management companies; and, the management office in each public housing development. In addition, individuals may obtain a copy of this Policy, upon request, from their property manager or the Housing Authority Administration Office.

LEGAL AUTHORITY

This Policy is in compliance with the statutory authority listed below:

1. Section 504 of the Rehabilitation Act of 1973 (Section 504);
2. Title II of the Americans with Disabilities Act of 1990 (ADA);
3. The Fair Housing Act of 1968, as amended (Fair Housing Act);
4. The Architectural Barriers Act of 1968
5. 24 C.F. R. Part 8 etc.

MONITORING

The Section 504/ADA Administrator is responsible for monitoring compliance with this Policy and is available to applicants, residents, program participants and staff for discussing issues and questions regarding this Policy, its interpretation or implementation. The current Section 504/Administrator is:

Kathryn Van Nostrand
Houston Housing Authority
2640 Fountainview
Houston, Texas 77057
(713) 260-0528 (Office)
(713) 260-0547 (TTY)

Each Public Housing applicant shall be provided with, a copy of the Notice to Houston Housing Authority of Houston Public Housing Applicants and Residents Regarding Reasonable Accommodation (*see* Appendix AI). Each Section 8 applicant shall be provided with, a copy of the Notice to Houston Housing Authority Section 8 Applicants and Residents Regarding Reasonable Accommodation (*see* Appendix A2). These notices shall be posted at all times in the property manager's office and the Houston Housing Authority's Administrative Office. Each resident shall be provided a copy of the appropriate notice upon request and with their lease renewal information or recertification information.

DEFINITIONS

1. An "Individual with a disability" is defined as a person who has a physical and or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase "physical or mental impairment" includes:

   (a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

   (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

   (c) The definition of disability does not include any individual whose current use of alcohol prevents the individual from participating in the public housing program or activities or other Houston Housing Authority housing programs or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others. Additionally, this definition of disability does not include any individual who is engaging in illegal drug related criminal activity or who is unqualified to participate in the Public Housing or other housing programs and activities in accordance with applicable Houston Housing Authority policies and HUD regulations. Generally, individuals with a drug addiction that are engaged in and are able to evidence full participation in an appropriate treatment program are qualified to participate in HUD Housing programs.

2. "Major life activities" means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning.

3. A "reasonable accommodation" is defined as a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from, a program or activity.

(a) A service or assistance animal that is needed as a reasonable accommodation for an individual with a disability is not subject to the requirements of Houston Housing Authority's Pet Policy, but the resident or program participant shall fulfill the City of Houston Bureau of Animal Regulation and Care Responsible Pet Ownership requirements (Appendix E).

REASONABLE ACCOMMODATION

An individual with a disability may request a reasonable accommodation at any time during the application process, residency in Public Housing, or participation in the Housing Choice Voucher and Moderate Rehabilitation Programs of the Authority. The individual with a disability may submit all requests in writing, orally, or by any other equally effective means of communication. If the individual with a disability is unable to submit their request in writing, the Authority will assist the individual to reduce their request to written form. Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. Decisions to approve or deny requests for reasonable accommodations shall be made on a case-by-case basis and take into consideration the disability and the needs of the individual with the disability as well as the nature of the program or activity in which the individual seeks to participate.

If there is a dispute between the Section 504/ADA Administrator and the Houston Housing Authority official responsible for the program in which the applicant/resident is requesting an accommodation, the requested accommodation and all relevant information will be forwarded to the Reasonable Accommodation Dispute Committee for evaluation and final decision. The Reasonable Accommodation Dispute Committee shall consist of the Section 504/ADA Administrator, and a representative of the President's office, the Legal Department, the Public Housing Office, and the Section 8 Office.

EXAMPLES OF REASONABLE ACCOMMODATIONS

Examples of reasonable accommodations may include, but are not limited to:

1. Making an offer to transfer a resident with a disability to a comparably, appropriately sized housing unit with the required accessibility features;

2. Making a housing unit, part of a housing unit, or public and common use areas accessible for an individual with a disability;

3. Permitting a family to have a service or assistance animal necessary to assist a household member with a disability;

4. Allowing a live-in aide for a resident or program participant with a disability to reside in an appropriately sized housing unit;

5. Transferring a family that is participating in the Public Housing program to a larger size housing unit in order to provide a separate bedroom for the resident with a disability;

6. Transferring a resident with a disability that is participating in the Public Housing Program to a street level unit or a housing unit that is completely on one level;

7. Making documents available in larger type, computer disc or Braille;

8. Providing qualified sign language interpreters for applicant, resident or program participant meetings with the staff, at Resident Council meetings, or meetings of the Board of Commissioners;

9. Installing strobe type flashing lights and other such emergency equipment for a household member with a hearing impairment;

10. Permitting an outside agency or family member to assist an applicant, resident or program participant with a disability in meeting screening criteria or meeting essential lease obligations;

11. Permitting requests for extensions of Housing Choice Vouchers if there is a difficulty in locating a housing unit with suitable accessible features or that is otherwise appropriate for the family that has a family member with a disability.

POLICY APPLICATION

This Policy applies to individuals with disabilities participating in the following programs provided by the Houston Housing Authority:

1. Applicants for Public Housing;
2. Applicants for Section 8 Housing Choice Voucher and Moderate Rehabilitation Programs;
3. Residents of Public Housing developments;
4. Participants of the Section 8 Housing Choice Voucher and Moderate Rehabilitation Programs; and
5. Participants in all other programs or activities receiving Federal financial assistance that are conducted or sponsored by the Authority, its agents or contractors including all non-housing facilities and common areas owned or operated by the Authority.

REQUESTS FOR REASONABLE ACCOMMODATIONS SUBMITTED BY PUBLIC HOUSING APPLICANTS OR RESIDENTS WITH DISABILITIES

This section applies to only Public Housing applicants or residents. Individuals with disabilities may submit reasonable accommodation requests to the Houston Housing Authority, Property Manager, or the 504/ADA Administrator in writing, orally, or by any other equally effective means of communication. The Authority provides the "Request for Reasonable Accommodation", ("Request Form") to all applicants and residents with disabilities who request a reasonable accommodation. The Authority ensures that all reasonable accommodation requests are reduced to writing. The Houston Housing Authority shall:

1. Provide all applicants the Request Form as an attachment to the Houston Housing Authority application. The Request Form is provided in an alternative format, upon request.

2. Make reasonable accommodations for applicants with disabilities during the housing application process. All applications shall be taken in an accessible location. Applications shall be made available in accessible formats. Individuals with disabilities shall be provided the appropriate auxiliary aides and services, including qualified sign language interpreters and readers (upon request) during the housing application process.

3. Provide all residents with disabilities the Request Form during the annual re-certification, and upon request. The Authority will provide the Request Form in an alternate form, upon request.

PROCESSING REASONABLE ACCOMMODATION REQUESTS FROM PUBLIC HOUSING APPLICANTS AND RESIDENTS

1. Within two (2) business days of receipt, the Request Form shall be forwarded to the 504/ADA Administrator. The 504/ADA Administrator will forward, as appropriate, copies of the Request Form to the Vice President of Real Estate Investments and Development and to the Vice President of Housing Operations.

2. Within twenty (20) business days of receipt of a Request Form, the 504/ADA Administrator will respond to the resident's request.

3. If additional information or documentation is required, the 504/ADA Administrator will notify the resident, in writing, of the need for the additional information or documentation and a reply date for the submission of the required information. This notification letter may also request the completion and submittal of the following forms:

   (a) Request for Reasonable Accommodation
   (b) Live-in Aide Agreement

   Please refer to Appendix C for copies of these forms. A request will not be denied because of a lack of information or documentation. If the required information is not received, the 504/ADA Administrator will give notice to the individual with a disability of the information required and a reply date for submission of the outstanding information or documentation.

4. The 504/ADA Administrator will contact the professional named by the individual requesting the accommodation, to verify the disability-related need for the requested accommodation. If verification is not received the 504/ADA Administrator will notify the individual.

5. Notice shall be given to individuals with a disability requesting reasonable accommodation if the Authority receives information about the disability-related need for accommodation which does not support the need for the requested accommodation. They will be allowed to submit additional documentation or information within 14 days of the notice date.

6. Within thirty (30) business days of receipt of the Request Form and all required supporting documentation, the 504/ADA Administrator will provide written notification to the applicant or resident of its decision to approve or deny the request. Please refer to Appendix C for copies of the written notification letters "Letter Approving Public Housing Applicant's or Resident's Request for Reasonable Accommodation", and "Denial of Public Housing Applicant's or Resident's Request for Reasonable Accommodation." Upon request, the written notification will be provided in an alternate format.

7. If the Authority approves the accommodation request, the resident will be notified in writing of the projected date for implementation.

8. If the request for accommodation is denied, the applicant or resident will be notified in writing of the reasons for denial. If an alternative accommodation is available, the Authority will offer the applicant or resident the alternative accommodation and advise the applicant or resident of the anticipated time to provide this accommodation. In order to accept this offer of an alternative accommodation, the applicant or resident must sign the offer letter and within 7 days of the date of the letter, send a copy of the signed letter to the Section 504/ADA Administrator. The applicant or resident may also contact the Section 504/ADA Administrator and request to schedule a meeting to discuss the alternative accommodation. In addition, the notification of the denial will provide the resident with information regarding Houston Housing Authority's grievance procedures.

9. All requests that have been approved by the 504/ADA Administrator will be forwarded to the Vice President of Real Estate Investments and Development when required for implementation, and to the Vice President of Housing Operations.

10. If an applicant or resident with a disability makes an additional request for a different reasonable accommodation, the request is viewed and processed as though it was the initial reasonable accommodation request.

REQUESTS FOR REASONABLE ACCOMMODATION SUBMITTED BY SECTION 8 PROGRAM PARTICIPANTS

This section applies only to tenant-based Section 8 program participants. Requests for Reasonable Accommodation by participants in project-based voucher programs will be processed using the procedures for Public Housing applicants and residents.

Tenant-based Section 8 program participants should contact the 504/ADA Administrator and their landlords about their reasonable accommodation needs for housing unit modifications. The program participant shall work with their landlord to have these reasonable modifications made to their housing units. When the landlord agrees to allow the reasonable modifications to his property, but will not fund the modification expense, the following may be means of implementing the modifications:

1. Social service agencies may assist with the needs of individuals with disabilities. Houston Housing Authority will provide the program participant a list of the Houston area agencies that may offer these services.

2. Houston Housing Authority will allow a program participant to pay for the modifications. The Authority will also allow the program participant to make an escrow account deposit to cover the expense of returning the housing unit modified areas to their original condition when the program participant vacates the housing unit. Generally, no escrow account deposit is required for reasonable modifications to the public and common use areas of a development.

Upon verification of the disability-related need, the 504/ADA Administrator will contact the program participant's landlord about the disability-related need for the accommodations. The 504/ADA Administrator will advise the landlord that the disability-related need has been verified. He will encourage the landlord to make the requested reasonable accommodation/modifications for the program participant.

PROCESSING REASONABLE ACCOMMODATION REQUESTS FROM SECTION 8 PROGRAM PARTICIPANTS

This section applies only to tenant-based Section 8 program participants. Requests for Reasonable Accommodation by participants in project-based voucher programs will be processed using the procedures for Public Housing applicants and residents.

Requests for Reasonable Accommodations from tenant-based Section 8 program participants are sent to the 504/ADA Administrator.

1. Within twenty (20) business days of receipt of the Request Form, the 504/ADA Administrator will respond to the program participant's request.

2. If additional information or documentation is required, the 504/ADA Administrator will notify the program participant, in writing, of the need for the information and supply a reply date for submission of the required information. This notification letter may also request completion and submittal of the following forms:

   (a) Request for Reasonable Accommodation
   (b) Live-in Aide Agreement

   Please refer to Appendix C for copies of these forms. If the required information is not received, the 504/ADA Administrator will give notice to the individual with a disability of the information required and a reply date for submission of the outstanding information or documentation.

3. The 504/ADA Administrator will contact the professional named by the individual requesting the accommodations, to verify the disability-related need for the requested accommodation. If verification is not received the 504/ADA Administrator will notify the individual with a disability.

4. The 504/ADA Administrator will give notice to individuals with a disability requesting reasonable accommodation if it receives information about the disability-related need for accommodation that does not support the need for the requested accommodation. They will be allowed to submit additional documentation or information within 14 days of the notice date.

5. Within thirty (30) business days of receipt of the Request Form and all required supporting documentation, the 504/ADA Administrator will provide written notification to the program participant of its decision to approve or deny the request. Please refer to Appendix C for copies of the written notification letters "Letter Approving Section 8 Program Participant's Request for Reasonable Accommodation" and "Denial of Section 8 Program Participant's Request for Reasonable Accommodation." Upon request, the written notification will be provided in an alternate format.

6. If the Authority approves the accommodation request, the program participant and the landlord will be notified in writing of the decision with the contact information of Section 504/ADA Administrator provided. The Section 504/ADA Administrator will contact the program participant and the landlord when the Administrator has sufficient information to inform them of the expected date of the implementation of the reasonable accommodation.

7. If the request for accommodation is denied, the program participant will be notified in writing of the reasons for denial. In addition, the notification of the denial will provide the program participant with information regarding Houston Housing Authority's grievance procedures.

8. If a program participant with a disability makes an additional request for a different reasonable accommodation, the request is viewed and processed as though it was the initial reasonable accommodation request.

VERIFICATION OF NEED FOR A REASONABLE ACCOMMODATION

Houston Housing Authority may request documentation to verify that the person requesting an accommodation is a person with a disability and such person has a disability-related need for the requested reasonable accommodation. However, the Authority shall request only such documentation that is necessary to verify that the person requesting an accommodation is a person with a disability and such person has a disability-related need for the requested reasonable accommodation. The Authority shall not require unnecessary information regarding the individual's disability such as the specific disability or the nature or extent of the disability.

The following persons may provide verification that an individual with a disability has the need for the requested accommodations:

1. Physician;
2. Licensed health professional;
3. Professional representing a social service agency; or
4. Disability agency or clinic.

DENIAL OF REASONABLE ACCOMMODATION REQUEST

Requested accommodations will not be approved if one of the following would occur as a result of the approval:

1. A violation of state and/or federal law;
2. A fundamental alteration in the nature of the public housing program;
3. An undue financial and administrative burden to the Authority;
4. A structurally impracticable alteration; or
5. A housing unit alteration requiring the removal or alteration of a load-bearing structural member.

TRANSFER AS A REASONABLE ACCOMMODATION FOR A PUBLIC HOUSING RESIDENT

When a Public Housing resident requests a reasonable accommodation, the Authority may offer the resident the opportunity to transfer to another available, comparable, appropriately-sized unit with the required accessibility features as a reasonable accommodation. The resident may reject two offers to transfer before the resident's name is placed at the bottom of the waiting list for an accessible housing unit with the required number of bedrooms. If a resident rejects the transfer for a reason that is not in the control of the resident, their name will remain on the transfer waiting list. If a resident rejects two offers to transfer, the Authority will, at the request of the resident, make reasonable modifications to those elements in the resident's current unit that are necessary to provide greater accessibility unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.

Houston Housing Authority is primarily responsible to pay for any reasonable moving-related expenses of both the family/resident with a disability into the accessible unit and, if necessary, any reasonable moving-related expenses of the resident/family without a disability who has to move out of the accessible unit. This obligation is part of the Authority's duty to accommodate its residents with disabilities and provide accessible units/units with accessible features. Nothing contained in this paragraph is intended to modify the terms of the Authority's Tenant Assignment Plan for the resident and the resident's right there under.

HOUSING CHOICE VOUCHER AS REASONABLE ACCOMMODATION

1. When issuing a voucher as a reasonable accommodation, upon request, Houston Housing Authority must include a list of current available accessible units known to the Authority. The Authority will also provide search assistance to the voucher holder. The Authority may also refer the voucher holder to a local organization to assist them with their search for available, accessible housing.

2. Houston Housing Authority will grant extensions beyond the maximum voucher term of one hundred eighty (180) days as a reasonable accommodation to eligible individuals with disabilities. The Authority will grant the extension subject to documentation that the resident/applicant has made a diligent effort to locate an accessible unit and considering any impediments to searching because of a family member's disability.

3. Upon request by a qualified applicant, participant, or their representative, the Authority will ask the HUD Field Office for an exception payment standard up to 120% of the Fair Market Rent (FMR). However, the qualified applicant, participant or their representative, must provide Houston Housing Authority documentation of the need for the exception payment standard.

4. Houston Housing Authority may, if necessary as a reasonable accommodation for an individual with a disability, approve the family's request for an exception payment standard amount under the Housing Choice Voucher Program so that the program is readily accessible to and usable by individuals with disabilities.

5. In exceptional cases, the Authority may ask the Assistant Secretary for Public and Indian Housing of HUD for an exception payment standard amount over 120% of the FMR, provided the qualified applicant, participant or their representative provides the appropriate supporting document.

GRIEVANCE PROCEDURE/RIGHT TO APPEAL

1. The public housing applicant or resident may file a complaint in accordance with the Grievance Procedure following formal determination by the 504/ADA Administrator. The 504/ADA Administrator shall attend all grievance conferences and hearings and advise on the Authority's 504 Reasonable Accommodation Housing Policy and Procedures and the relevant United States Department of Housing and Urban Development regulations.

2. The Housing Choice Voucher and Moderate Rehabilitation Program applicant or participant may file a request for an informal hearing or review in accordance with the applicable process. The 504/ADA Administrator shall attend all hearings related to 504/ADA and advise on the Authority's 504 Reasonable Accommodation Housing Policy and Procedures and the relevant United States Department of Housing and Urban Development regulations.

3. An applicant, resident or program participant may, at any time, exercise their right to appeal a Houston Housing Authority decision through the local HUD office or the United States Department of Justice. Individuals may contact the local HUD office at:

United States Department of Housing and Urban Development
Houston Office
1301 Fannin, Suite 2200
Houston, Texas 77002

Phone: (713) 718-3199
Fax: (713) 718-3255
TTY: (713) 718-3289

HOUSTON HOUSING AUTHORITY 504 REASONABLE ACCOMMODATION HOUSING POLICY AND PROCEDURES

Appendix

Appendix A1: Notice to Houston Housing Authority Public Housing Applicants and Residents Regarding Reasonable Accommodations

Appendix A2: Notice to Houston Housing Authority Section 8 Applicants and Residents Regarding Reasonable Accommodations

Appendix B: Notice to Houston Housing Authority Residents of Adaptable Housing Units Regarding Reasonable Accommodations

Appendix C: Houston Housing Authority Forms

1. Notice of Reasonable Accommodations Available to *name of development* Residents with Disabilities
2. Request for Reasonable Accommodation
3. Live-in Aide Agreement
4. Verification of Need for a Reasonable Accommodation
5. Letter Advising Applicants, Residents or Program Participants Requesting Reasonable Accommodation that information received by the Houston Housing Authority does not support need for the requested accommodation.
6. Letter Approving Public Housing Applicant's or Resident's Request for Reasonable Accommodation
7. Letter Approving Section 8 Program Participant's Request for Reasonable Accommodation
8. Denial of Public Housing Applicant's or Resident's Request for Reasonable Accommodation
9. Denial of Section 8 Program Participant's Request for Reasonable Accommodation

Appendix D: Examples of Reasonable Accommodations for Public Housing Applicants and Residents with Disabilities

Appendix E: City of Houston Bureau of Animal Regulation and Care Responsible Pet Ownership

Appendix F: Tracking System Log of Requests for Reasonable Accommodations

NOTICE TO HOUSTON HOUSING AUTHORITY PUBLIC HOUSING APPLICANTS AND RESIDENTS REGARDING REASONABLE ACCOMMODATIONS

Upon request, this notice and the Reasonable Accommodation Policy & Procedures will be made available in an alternate format.

The Houston Housing Authority ("the Authority"), is committed to ensuring that its policies and procedures provide individuals with disabilities the opportunity to participate in and benefit from its programs, services and activities. The Authority is dedicated to ensuring that individuals with disabilities are not discriminated against on the basis of disability, in connection with the operation of its programs, services and activities. The Authority provides reasonable accommodations to applicants and residents with disabilities when reasonable accommodations are necessary for them to have the opportunity to enjoy offered programs, services and activities.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that gives a qualified individual with a disability the opportunity to participate in and benefit from, a program or activity. The accommodation will be made, provided it does not pose an undue financial and administrative burden to the Authority or require a fundamental change in its program. A reasonable accommodation may also include providing an appropriate auxiliary aid to an applicant or resident with a disability to enable effective communication.

Examples of reasonable accommodation may include:

- installing flashing light smoke detectors in an apartment for a household member with a hearing impairment;
- providing a reader, during a housing interview, for a applicant or resident with a vision-impairment;
- installing grab bars in the housing unit bathroom of a resident with a disability;
- permitting an outside agency to assist an applicant with a disability to meet the screening criteria.

Residents with a disability requesting reasonable accommodation must fulfill their lease terms such as: paying rent, caring for their housing unit, reporting required information, not disturbing the neighbors, etc. with or without a reasonable accommodation.

Requests for a reasonable accommodation may be made to the Property Manager or to the Section 504/ADA Administrator, at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057. The individual making the request will be provided with the Request for Reasonable Accommodation form which should be completed, signed and returned for processing. Assistance with completing this form is available from Authority staff. Please call the Section 504/ADA Administrator at (713) 260-0528 or (713) 260-0547 (TTY), if you have any questions or concerns about reasonable accommodation.

NOTICE TO HOUSTON HOUSING AUTHORITY SECTION 8 APPLICANTS AND RESIDENTS REGARDING REASONABLE ACCOMMODATIONS

Upon request, this notice and the Reasonable Accommodation Policy & Procedures will be made available in an alternate format.

The Houston Housing Authority ("the Authority") is committed to ensuring that its policies and procedures provide individuals with disabilities the opportunity to participate in and benefit from its Section 8 programs, services and activities. The Authority is dedicated to ensuring that individuals with disabilities are not discriminated against on the basis of disability, in connection with the operation of its Section 8 programs, services and activities. The Authority provides reasonable accommodations to Section 8 applicants and residents with disabilities when reasonable accommodations are necessary for them to have the opportunity to enjoy the Section 8 programs, services and activities.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that gives a qualified individual with a disability the opportunity to participate in and benefit from, a program or activity. Examples of reasonable accommodation may include:

- installing flashing light smoke detectors in an apartment for a household member with a hearing impairment;
- providing a reader, during a housing interview, for an applicant or resident with a vision-impairment;
- installing grab bars in the housing unit bathroom of a resident with a disability;
- permitting an outside agency to assist an applicant with a disability to meet the screening criteria.

Generally, the Authority must provide a reasonable accommodation unless the requested accommodation poses an undue financial and administrative burden to the Authority or require a fundamental change in its program. In certain circumstances, however, The Authority must receive the approval of the landlord from whom the Section 8 tenant is renting before implementing a reasonable accommodation. Situations in which the landlord lawfully refuses to allow an accommodation may alter the Authority's obligation to provide the specific accommodation requested by the tenant.

Section 8 residents with a disability requesting reasonable accommodation must fulfill their lease terms such as: paying rent, caring for their apartment, reporting required information, not disturbing the neighbors, etc. with or without a reasonable accommodation.

Requests for a reasonable accommodation may be made to the Section 504/ADA Administrator, at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057. The individual making the request will be provided with the Request for Reasonable Accommodation form which should be completed, signed and returned for processing. Assistance with completing this form is available from Houston Housing Authority staff. Please call the Section 504/ADA Administrator at (713) 260-0528 or (713) 260-0547 (TTY), if you have any questions or concerns about reasonable accommodation.

NOTICE TO HOUSTON HOUSING AUTHORITY RESIDENTS OF ADAPTABLE HOUSING UNITS REGARDING REASONABLE ACCOMMODATIONS

Upon request, this notice and the Reasonable Accommodation Policy & Procedures will be made available in an alternate format.

This housing unit has been designed to be adaptable for persons with disabilities. The following consumer information is provided to each adaptable housing unit resident to ensure that the existence of adaptable features is known.

If you are a resident with a disability or if there is a member of your household with a disability that has a need for the following features please contact your development's Property Manager or the Section 504/ADA Administrator, at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057; telephone number (713) 260-0528 (office), or (713) 260-0547 (TTY).

(1) The kitchen cabinets, counter and sink are adaptable.

(2) The toilet, bathtub, and shower areas are adaptable for grab bars.

(3) The dwelling unit is equipped for installation of a visual emergency alarm.

An applicant for this unit may request that the adaptable features be installed prior to move-in. If you are an applicant that has a need for the adaptable features, or a member of your household has such a need, please contact Houston Housing Authority's Section 504/ADA Administrator at the address or telephone number listed above.

NOTICE OF REASONABLE ACCOMMODATIONS AVAILABLE TO *name of the development* RESIDENTS WITH DISABILITIES

Upon request, this notice and the Reasonable Accommodation Policy & Procedure will be made available in an alternate format.

The Houston Housing Authority ("the Authority) provides reasonable accommodations to any Public Housing resident with a disability when reasonable accommodations are necessary for them to have the opportunity to enjoy offered programs, services and activities.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that gives a qualified individual with a disability the opportunity to participate in and benefit from, a program or activity. The accommodation will be made, provided it does not pose an undue financial and administrative burden to the Authority or require a fundamental change in its program.

Listed below are examples of reasonable accommodations available to Public Housing residents with a disability at this development. If you or a member of your household requires a reasonable accommodation and any of these accommodations are not met for you at this development, please check the needed accommodations and contact your Property Manager at *phone number.* The Authority will work with each resident with a disability who requests a reasonable accommodation in order to identify a reasonable, effective, and appropriate accommodation.

If you need any other assistance with your reasonable accommodation request you may also contact the Houston Housing Authority Section 504/ADA Administrator at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057, or (713) 260-0528, (office) (713) 260-0547 (TTY).

Common Area Reasonable Accommodations

Note: Items shown in italics may not be available at all developments.

Inside and Outside of Public Buildings:
____ providing accessible routes
____ placing signage about accessible accommodations in visible locations

In Public Restrooms:
____ *lever faucets*
____ *grab bars*
____ *accessible toilets*
____ *lowered mirrors*

In Public Kitchens:
____ *accessible cabinets and countertops*
____ *accessible appliances if appliances are provided*

For Elevators:
____ *elevators located on an accessible route*

At Trash Disposal Facilities:
____ an accessible route into and through trash disposal facilities or equally effective accommodations

In Laundry Facilities:
____ an accessible route into and through common-use laundry facilities or equally effective accommodations
____ at least one front loading washer and one front loading dryer in the public use laundry facilities or equally effective accommodations

For Mail Delivery and Mail Boxes:
____ providing an accessible route into and through the mail facilities and to the mail boxes
____ working with the United States Post Office to provide an accessible mailbox or home mail delivery

Reasonable Accommodations in the Apartment Entrance and Interior Areas

____ providing a ramp from an accessible route to an accessible entrance into the unit
____ adding edge protection to ramps and ramp landings that have drop-offs
____ widening entrance doorways
____ installing accessible lever-type door hardware
____ re-hanging a door to lay flat against the wall when the door is opened
____ re-hanging a door to swing outward instead of into the accessible space
____ adding or adjusting door closures
____ adjusting the door opening force required for pushing/pulling the door open
____ providing accessible peep holes or "telescoped" peep holes
____ providing a visual door knocker for individuals with hearing impairments
____ providing contrasting paint on doors, around doorways, at windows, baseboards and stairs or risers for individuals with visual impairments

Reasonable Accommodations to the Apartment Interior

For all apartment rooms:
____ providing extra electrical outlets for TDD/TTY equipment
____ providing higher amperage electrical circuits to accommodate higher wattage light bulbs for individuals with visual impairments
____ providing visual alarms in each room of the housing unit and audible alarms for individuals with visual impairments
____ lowering electrical switches and raising electrical outlets as needed
____ *when feasible, provide windows which require five pounds or less of opening force and have a crank type opening mechanism with large levers*
____ providing accessible storage spaces including accessible or adjustable clothes rods and closet shelves

For the apartment kitchen:
____ lowering the kitchen sink
____ providing lever type faucets on the kitchen sink
____ providing accessible kitchen cabinets with accessible cabinet hardware
____ providing accessible kitchen counters and work space
____ *providing accessible appliances:*
    ____ *accessible refrigerator*
    ____ *accessible oven*
    ____ *accessible dishwasher*

For the apartment bathroom:
____ providing lever type faucets on the bathroom sink
____ lowering the bathroom sink
____ lowering the mirror
____ providing an accessible toilet
____ installing the toilet paper dispenser in an accessible location
____ providing grab bars at the toilet
____ providing grab bars at the bathtub and or shower
____ providing a seat in the bathtub or shower
____ providing a hand-held shower device
____ relocating a bathtub and/or shower controls to an accessible location

The above are examples of physical modifications to a housing unit or public or common use areas, the Authority will also make reasonable accommodations to its programs and policies to ensure persons with disabilities are able to participate in all programs offered by the Authority.

HOUSTON HOUSING AUTHORITY
REQUEST FOR REASONABLE ACCOMMODATION

Upon request, this notice and the Reasonable Accommodation Policy & Procedures will be made available in an alternate format.

Please refer to the attached "504 Reasonable Accommodation Housing Policy and Procedures" to determine whether you or a household member is a qualified "individual with a disability." If you would like to request a reasonable accommodation on behalf of yourself or a member of your household, please complete this form. You must fill in the information requested, sign your name and the date, and return the completed form to Kathryn Van Nostrand, Houston Housing Authority 504/ADA Administrator, 2640 Fountainview, Houston, Texas 77057, or Public Housing Residents may submit it to the Property Manager's office. If you need assistance in understanding whether you or a member of your household is a qualified "individual with a disability" or if you would like assistance in completing this form, Public Housing applicants or residents may contact your development's property management office and Section 8 Program Participants may contact your occupancy technician, or you may contact the Houston Housing Authority 504/ADA Administrator at (713) 260-0528 or (713) 260-0547 (TTY).

PLEASE FILL OUT EVERY BLANK. FORMS NOT COMPLETELY FILLED OUT WILL BE RETURNED

Head of Household Name: _____
Head of Household Social Security Number: _____
Name of person requiring accommodation: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone number of applicant: _____

Please answer each of the following questions:

1. As the result of a disability, I am requesting the following reasonable accommodations:

(Please check one or more boxes, then explain on the blank lines)

☐ Change my apartment or other part of my housing development by: _____

_____

_____

☐ A change in or exception to a rule, policy, or procedure as described below:

(Note: a change in meeting the terms of the lease may be requested, but the terms of the lease must be met.): _____

_____

☐ Other – What reasonable accommodations do you need in your housing unit or development? _____.

2. These reasonable accommodations are necessary because: _____

_____

3. What features or conditions must be present in the housing unit where the individual with a disability will live? _____

_____

4. How will these features or conditions meet the needs of the individual with a disability:

_____

_____

5. Answer this question only if you are now a Housing Authority Public Housing resident. You may request a physical modification to your current housing unit or a transfer to a housing unit in your development or another development that has been previously modified to be accessible. The Houston Housing Authority will work with you to determine how to best fulfill your reasonable accommodation request. Please indicate which of the following options are your first choice, second choice, and third choice by ranking them as 1, 2, or 3:

_____ I prefer having modifications made to my current housing unit.

_____ I prefer moving to an accessible housing unit in my current development.

_____ I prefer moving to an accessible housing unit in another development.

If the reasonable accommodation request is for a Live-in Aide, the Live-in Aide Agreement must also be completed, signed by the Head of Household and the Live-in Aide, and submitted to the Houston Housing Authority for verification and approval. Section 8 program participants shall also obtain their landlord's approval for a Live-in Aide prior to the Live-in aide occupying the premises.

Authorization for Release of Information

Houston Housing Authority may require documentation to support your reasonable accommodation request. An individual with a disability means an individual who has a physical and/or mental impairment that substantially limits one or more major life activities. A physician, psychiatrist, licensed psychologist, licensed nurse practitioner, licensed social worker, rehabilitation professional, a non-medical service agency whose function is to provide services to the disabled, or any appropriately qualified expert may provide verification of the disability-related need. The verification of the disability-related need must be sent by the licensed professional directly to the Houston Housing Authority.

I, *(your name)* _____, hereby authorize (*name of physician, psychiatrist, licensed psychologist, licensed nurse practitioner, licensed social worker, rehabilitation professional, or non-medical service agency whose*

function is to provide services to the disabled) _____
to release disability-related need information for (*name of household member with a disability*)
_____ to the Houston Housing Authority.

This Authorization solely authorizes the release of information necessary to verify the following:

(1) Documentation necessary to verify that the above-named individual meets the definition of a "qualified individual with a disability", as defined above;
(2) A description of the needed reasonable accommodation(s); and
(3) A description of the identifiable relationship between the individual's disability and the requested reasonable accommodation(s).

This authorization is limited to providing only documentation that is necessary to verify that I meet the definition of a "Qualified Individual with a Disability", as defined above. This Authorization for Release of Information should only seek information that is necessary to determine if the requested reasonable accommodation is needed because of a disability. This Authorization does **not** authorize the Houston Housing Authority to examine my medical records; nor does it authorize the release of detailed information about the nature or severity of my disability to the extent such examination is unnecessary to verifying the above listed information.

Please fill in the licensed professional information below:

Name of person providing verification: _____ Title: _____
Name of the Agency, Facility or Institution: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone:_____ FAX Number: _____

This verification information will be kept confidential and used only to evaluate this request for a disability-related reasonable accommodation. The parent or guardian must sign for an individual with a disability who is under 18 years of age.

Signature of individual with a disability or head of household: _____
Print name: _____ Date: _____
Signature of Witness: _____
Print name: _____ Date: _____

THE HOUSTON HOUSING AUTHORITY
LIVE-IN AIDE AGREEMENT

Upon request, this agreement and the Reasonable Accommodation Policy & Procedures will be made available in an alternate format.

Head of Household Name: _____

Head of Household Social Security Number: _____

A Live-in Aide is a person who lives in a housing unit with one or more individuals with disabilities, is necessary for the care of the individual with a disability, does not provide financial support for any of the household members, and lives in the housing unit only to provide the necessary supportive services.

I, (*name of Head of Household*) _____, request approval for live-in-aide services provided by (Na*me of Live-in Aide*) _____; Social Security number _____; and date of birth ___/___/___.

The Head of Household and the Live-in Aide, as a condition of obtaining the Houston Housing Authority's approval, acknowledge and agree to the following:

1. The addition of a Live-in Aide to the household must not create overcrowding in the existing housing unit, although a reasonable accommodation for a Public Housing resident with a disability may be to move the family to a larger unit.
2. The Live-in Aide must meet the same Houston Housing Authority screening requirements as household members. The Live-in Aide agrees to provide all information the Authority requires to conduct a criminal background screening. The Live-in Aide may be denied permission to live in the housing unit based on the results of the background screening.
3. Third party verification of the disability-related need for a live-in aide must be provided to the Authority.
4. The Live-in Aide must be listed on the lease as a household member and shall not violate any provisions of the lease. If the individual with a disability is a Section 8 participant, the Authority shall list the Live-in Aide on the Housing Assistance Payment (HAP) Contract. Section 8 program participants shall also obtain their landlord's approval for a Live-in Aide prior to the Live-in Aide occupying the premises.
5. The Live-in Aide may remain in the housing unit only as long as the Live-in Aide is serving the household member requiring assistance. The Live-in Aide shall not have any rights to the voucher or to the housing unit. Upon the death of the household member requiring assistance, the Live-in Aide shall vacate the housing unit within 14 days.

6. Under unusual circumstances the Authority will approve a relative as a Live-in Aide. A relative that is a Live-in Aide must satisfy the definitions listed above. By signing this agreement a relative that is a live-in aide acknowledges they do not have any rights to the voucher or the housing unit as a family member.

Acknowledged and agreed this _____day of _____ (*month*), 200___ by:

Head of Household _____

Live-in Aide_____

Company providing the Live-in Aide service:

Name: _____

Phone number: _____ Fax number: _____

Address:_____City_____State_____ Zip_____

Disability-related need for a Live-in Aide verified by:

Name: _____ Title:_____

Phone number: _____ Fax number: _____

Address:_____City_____State_____ Zip_____

THE HOUSTON HOUSING AUTHORITY
VERIFICATION OF NEED FOR A REASONABLE ACCOMMODATION

Upon request, this verification and the Reasonable Accommodation Policy & Procedures will be made available in an alternate format.

To: _____

Date: _____

Re: (*name and address of individual with a disability*) _____

_____

Enclosed is a signed Request for Reasonable Accommodation form explaining that the referenced individual with a disability may need the following accommodation in order to have the opportunity to participate in the assisted housing program and activities. An individual with a disability means an individual with a physical and or mental impairment that substantially limits one or more major life activities. "Major Life activities" means functions such as caring for one-self, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning. It does not include any individual who is currently using alcohol or illegal drugs as described in Section 1(c) of the "Definitions" section of Houston Housing Authority's Reasonable Accommodation Policies & Procedures.

The accommodation requested is: _____

The attached form solely authorizes you to provide verification that is necessary to verify the following: (1) that the individual listed above meets the definition of a "Qualified Individual with a Disability", as defined above; (2) A description of the needed reasonable accommodation(s); and (3) A description of the identifiable relationship between the individual's disability(ies) and the requested reasonable accommodation(s). The Authorization does not permit you to disclose the individual's medical records; nor does this authorize the release of detailed information about the nature or severity of the individual's disability to the extent such information is not necessary to verify the above listed information.

Please complete the requested information listed below and return this form to:

Kathryn Van Norstrand
504/ADA Administrator
Houston Housing Authority
2640 Fountainview
Houston, Texas 77057

If you have any questions about this request, please call me. My phone number is (713) 260-0528 and (713)260-0547 (TTY).

Sincerely,

Kathryn Van Nostrand
504/ADA Administrator

Please check the (one) appropriate verification listed below:

□ I verify that the individual referenced above **does <u>not</u> have a qualifying disability**.

□ I verify that the individual referenced above **has a qualifying disability** and the accommodation listed above is necessary for him/her to participate in the housing program.

□ I verify that the individual referenced above **has a qualifying disability, but the accommodation listed above is not necessary for him/her to participate in the assisted housing program.** This individual needs the following accommodation in order to participate in the assisted housing program: _____
_____
_____

Signature: _____Date: _____
Name: _____Title: _____
Address: _____
City: _____ State:_____ Zip:_____
Phone number: _____Fax number: _____

LETTER ADVISING APPLICANTS, RESIDENTS, OR PROGRAM PARTICIPANTS REQUESTING REASONABLE ACCOMMODATION THAT INFORMATION RECEIVED BY THE HOUSTON HOUSING AUTHORITY DOES NOT SUPPORT NEED FOR REQUESTED ACCOMMODATION

Upon request, this letter and the Reasonable Accommodation Policy & Procedures will be made available in an alternate format.

Date

Name
Address
City, State Zip

Dear _____:

The Houston Housing Authority ("the Authority") is committed to ensuring that eligible individuals with disabilities receive the appropriate disability-related accommodation. In verifying your eligibility for accommodation, the Authority has received the following information: _____. This information does not support the need for the requested reasonable accommodation.

The Authority is providing you with the opportunity to present any or all of the following information that you would like to have considered regarding your request for accommodation:

1. A written statement from you explaining your views with respect to the Authority's determination that the information it received does not support the need for the requested accommodation,
2. All supplementary information regarding your request for accommodation, and
3. All additional documentation about the need for accommodation.

You must submit this information to the Section 504/ADA Administrator, at the Houston Housing Authority, 2640 Fountainview, Houston, Texas 77057 or (713) 260-0528 (office), and (713) 260-0547 (TTY). All newly submitted information must be received within 14 calendar days from the date of this letter. Both current and new information presented by that time will be considered when reviewing your Request for Reasonable Accommodation for a final determination.

If you have any questions about this notification, please contact me at (713) 260-0528.

Sincerely,

Kathryn Van Nostrand
Section 504/ADA Administrator

LETTER APPROVING THE HOUSTON HOUSING AUTHORITY PUBLIC HOUSING APPLICANT'S OR RESIDENT'S REQUEST FOR REASONABLE ACCOMMODATION

Upon request, this letter and the Reasonable Accommodation Policy & Procedures will be made available in an alternate format.

Date

To
Address
City/State/Zip

Dear _____:

The Houston Housing Authority ("the Authority") received and approved your request for (*describe specific accommodation requested*) _____.

The Section 504/ADA Administrator will contact you when she has sufficient information to provide you with an anticipated date on which this accommodation will be provided to you.

If you think this change or modification is not the accommodation you requested, if this accommodation is unacceptable, or if you object to the length of time it will take to provide your accommodation, you may contact me at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057, or by phone at (713) 260-0528 and (713) 260-0547(TTY).

Sincerely,

Kathryn Van Nostrand
504/ADA Administrator

LETTER APPROVING HOUSTON HOUSING AUTHORITY SECTION 8 PROGRAM PARTICIPANT'S REQUEST FOR REASONABLE ACCOMMODATION

Upon request, this letter and the Reasonable Accommodation Policy & Procedures will be made available in an alternate format.

Date

To
Address
City/State/Zip

Dear _____:

The Houston Housing Authority received and approved your request for (*describe specific accommodation requested*) _____
_____.

If you think this is not the accommodation you requested, or this accommodation is unacceptable, you may contact the Section 504/ADA Administrator, at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057, or by phone at (713) 260-0528 and (713) 260-0547 (TTY).

Sincerely,

Kathryn Van Nostrand
504/ADA Administrator

cc:(Landlord) _____

DENIAL OF HOUSTON HOUSING AUTHORITY PUBLIC HOUSING APPLICANT'S OR RESIDENT'S REQUEST FOR REASONABLE ACCOMMODATION

Upon request, this notice and the Reasonable Accommodation Policy & Procedures will be made available in an alternate format.

Date

To
Address
City/State/Zip

Dear _____:

The Houston Housing Authority ("the Authority) received and reviewed your request for (*describe specific accommodation requested*): _____ _____. After a careful review of the documentation presented with your Request for Reasonable Accommodation, the Authority has determined that the request is denied because:

- □ You do not meet the definition of a qualified "individual with a disability" as defined in 504 Reasonable Accommodation Policy and Procedures (see attached Policy), the accommodation you requested is not necessary for you to participate in a program or activity offered by the Authority, or your request does not involve a program or activity offered by the Authority and therefore you are not entitled to a disability-related reasonable accommodation.

- □ The requested accommodation is not feasible for the following reason: _____ _____.

- □ The requested accommodation would result in a fundamental alteration in the nature of our program for the following reason**:** _____ _____.

- □ The requested accommodation would result in an undue financial and administrative burden for the Authority for the following reason: _____ _____.

(The following two paragraphs and the corresponding signature line are omitted if the first box is checked).

Although we were unable to approve the specific reasonable accommodation you requested, the Authority will provide the following alternative reasonable accommodation: _____
_____.

The Authority anticipates the accommodation will be provided to you on or about: (*date*) _____. **If you would like to accept this alternative accommodation, please sign this letter on the line above your name at the bottom of the letter and within 7 days of the date of this letter, send a copy of this letter to the Section 504/ADA Administrator, Houston Housing Authority, 2640 Fountainview, Houston, Texas 77057.**

If you would like to meet to discuss this alternative accommodation that may satisfy your need, please contact me at (713) 260-0528 and (713) 260-0547 (TTY), to schedule a mutually convenient date and time for the meeting.

If you disagree with the decision please contact me at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057, or by phone at (713) 260-0528 and (713) 260-0547 (TTY). You may also file a complaint with the Sr. Vice President for the Houston Housing Authority, 2640 Fountainview, Houston, Texas 77057 within five (5) business days of receipt of this letter in accordance with the Authority's Grievance Procedure.

In addition, you may exercise your right to appeal a Houston Housing Authority decision through your local United States Department of Housing and Urban Development Office (HUD) or the United States Department of Justice. You may contact the local HUD office at: United States Department of Housing and Urban Development Houston Office, Office of Public Housing, 1301 Fannin, Suite 2200, Houston, Texas 77002, or by phone at (713) 718-3199.

I accept the reasonable accommodation offered by the Houston Housing Authority.

_____ _____
Name *Date*

Sincerely,

Kathryn Van Nostrand
504/ADA Administrator

DENIAL OF HOUSTON HOUSING AUTHORITY SECTION 8 PROGRAM PARTICIPANT'S REQUEST FOR REASONABLE ACCOMMODATION

Upon request, this notice and the Reasonable Accommodation Policy & Procedures will be made available in an alternate format.

Date

To
Address
City/State/Zip

Dear _____:

After a careful review of the documentation presented with your Request for Reasonable Accommodation, the Houston Housing Authority, ("the Authority") has determined that the request is denied because:

- □ You do not meet the definition of a qualified "individual with a disability" as defined in 504 Reasonable Accommodation Policy and Procedures (see attached Policy), the accommodation you requested is not necessary for you to participate in a program or activity offered by the Authority, or your request does not involve a program or activity offered by the Authority and therefore, you are not entitled to a disability-related reasonable accommodation.

- □ The requested accommodation would result in a fundamental alteration in the nature of our program for the following reason**:** _____ _____.

- □ The requested accommodation would result in an undue financial and administrative burden for the Authority for the following reason: _____ _____

If you disagree with the decision please contact me at the Houston Housing Authority Central Office, 2640 Fountainview, Houston, Texas 77057, or by phone at (713) 260-0528 and (713) 260-0547 (TTY). You may also request a hearing with the Sr. Vice President for the Houston Housing Authority, 2640 Fountainview, Houston, Texas 77057 within five (5) business days of receipt of this letter in accordance with the Houston Housing Authority Grievance Procedure.

In addition, you may exercise your right to appeal a Houston Housing Authority decision through your local United States Department of Housing and Urban Development Office (HUD) or the United States Department of Justice. You may contact the local HUD office at: United States Department of Housing and Urban Development Houston Office, Office of Public Housing, 1301 Fannin, Suite 2200, Houston, Texas 77002 or by phone at (713) 718-3199.

Sincerely,

Kathryn Van Nostrand
504/ADA Administrator

cc: (Landlord)_____

EXAMPLES OF REASONABLE ACCOMMODATIONS FOR PUBLIC HOUSING APPLICANTS OR RESIDENTS WITH DISABILITIES

The following list contains examples of reasonable accommodations for Public Housing applicants or residents with disabilities. These accommodations are only examples and may not necessarily be the accommodation needed by all individuals with disabilities. Although the Houston Housing Authority ("the Authority") is committed to ensuring that the needs of residents with disabilities are met, it is not always possible to provide a reasonable accommodation, if the modifications are not structurally feasible or represent an undue financial and administrative burden. In such case, the Authority will seek to provide a reasonable accommodation through such other means as transferring a family/resident with a disability to a housing unit that is accessible and/or a housing unit/development where the reasonable accommodation(s) can be provided. The Authority will work with each applicant/resident with a disability who requests a reasonable accommodation to identify a reasonable, effective, and appropriate accommodation. If you disagree with the decision please contact the Section 504/Administrator, at 2640 Fountainview, Houston, Texas 77057, or by phone at (713) 260-0528 and (713) 260-0547 (TTY).

Examples of Reasonable Accommodations in Common Areas, Building Entrances and Accessible Routes

- Adding edge protection to ramps and ramp landings that have drop-offs
- Widening entrance doorways
- Placing signage about accessible accommodations in visible locations
- Installing accessible lever-type door hardware
- Re-hanging a door to lay flat against the wall when the door is opened
- Re-hanging a door to swing outward instead of into the accessible space
- Adding or adjusting door closures
- Providing accessible or adjustable closet rods and shelves
- Providing lever faucets in public restrooms
- Providing grab bars in public restrooms
- Providing accessible toilets in public restrooms
- Lowering mirrors in public restrooms
- Providing extra electrical outlets for TDD/TTY equipment
- Providing higher amperage electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments
- Providing contrasting paint on doors, around doorways, at windows, baseboards and stairs for individuals with visual impairments
- Providing visual alarms for individuals with hearing impairments
- Providing accessible cabinets and countertops in public kitchens and if public kitchen appliances are provided they must be accessible appliances
- Providing accessible routes in buildings

Examples of Reasonable Accommodations to Elevators

- Elevators shall be located on an accessible route
- Residential or fully enclosed wheelchair lifts may be used, when appropriate and when approved by local administrative authorities

Example of a Reasonable Accommodation at Trash Disposal Facilities

- Providing an accessible route into and through trash disposal facilities or an equally effective accommodation

Examples of Reasonable Accommodations in Laundry Facilities

- Providing an accessible route into and through common-use laundry facilities or an equally effective accommodation
- Providing at least one (1) front loading washer and one (1) front-loading dryer in the public-use laundry facilities or equally effective accommodations

Examples of Reasonable Accommodations for Mail Delivery/Mail Boxes

- Providing an accessible route into and through the mail facilities and to the mail boxes
- Working with the United States Post Office to provide an accessible mailbox or home mail delivery

Examples of Reasonable Accommodations for Entrance and Interior Doors

- Widening doorways
- Providing accessible, lever-type door hardware
- Re-hanging a door to lay flat against a wall when the door is opened
- Re-hanging a door to swing outward instead of into the accessible space
- Adding or adjusting door closures
- Adjusting the door opening force required for pushing/pulling the door open
- Providing accessible peep holes or "telescoped" peep holes
- Providing a visual door knocker for individuals with hearing impairments
- Providing contrasting paint on doors, around doorways, at windows, baseboards and stairs or risers for individuals with visual impairments
- Providing a ramp from an accessible route to an accessible entrance into the housing unit

Examples of Reasonable Accommodations for Apartment Interiors

- Providing extra electrical outlets for TDD/TTY equipment or other equipment utilized by individuals with disabilities
- Lowering electrical switches and raising electrical outlets as needed
- Providing higher amperage electrical circuits to accommodate higher wattage bulbs for individuals with visual impairments
- Providing visual alarms in each room of the housing unit and audible alarms for individuals with a hearing impairment

- When feasible, provide windows which require five pounds or less of opening force and have a crank type opening mechanism with large levers
- Providing accessible storage spaces, including lower clothes rods and/or adjustable closet shelves

Examples of Reasonable Accommodations for Apartment Kitchens

- Lowering the kitchen sink
- Providing lever type faucets on the kitchen sink
- Providing accessible kitchen cabinets with accessible cabinet hardware
- Providing accessible kitchen counters and work space
- If kitchen appliances are provided to the development residents without disabilities, an accessible housing unit should have an:
  - accessible refrigerator
  - accessible oven
  - accessible dishwasher

Examples of Reasonable Accommodations for Apartment Bathrooms

- Providing wider doorways
- Providing lever type faucets on the bathroom sink
- Lowering the bathroom sink
- Lowering the mirror
- Providing an accessible toilet
- Installing the toilet paper dispenser in an accessible location
- Providing grab bars at the toilet
- Providing grab bars at the bathtub and/or the shower
- Providing a seat in the bathtub or shower
- Providing a hand-held shower device
- Relocating a bathtub and/or shower controls to an accessible location
- Providing a roll-in shower

CITY OF HOUSTON

BUREAU OF ANIMAL REGULATION AND CARE

RESPONSIBLE PET OWNERSHIP

- Vaccinate your pet against rabies.
- Restrain your pet with a leash or keep it behind a fence.
- Spay or neuter your pet.
- License your pet.
- Provide food, water, shelter, exercise and grooming.
- Take your pet for veterinary care.
- Provide love and affection.
- Keep your pet free of fleas.

TRACKING SYSTEM LOG OF REQUESTS FOR REASONABLE ACCOMMODATIONS

Request date	Property & Manager	Client last name, first name	Address	Forms Submitted [1]	Accommodations Requested	Houston Housing Authority Action, Response and Results
	[1] FORM CODES:					
RRA	**= Request for Reasonable Accommodation and Authorization**					
LAA	**= Live-in Aide Agreement**					
RT	**= Request for Transfer**					

HOUSTON HOUSING AUTHORITY

504

EMERGENCY EVACUATION POLICY

October 6, 2006

HOUSTON HOUSING AUTHORITY

504
EMERGENCY EVACUATION POLICY

HOUSTON HOUSING AUTHORITY
EMERGENCY PROTOCOL

Communication with and Assistance to

Mobility-Impaired Residents

And

Residents on Life-Sustaining Equipment

PURPOSE

To establish methods for communicating with and assisting residents of the Houston Housing Authority ("the Authority") who have mobility impairments or are dependent on life-sustaining equipment during specific emergencies that would have an adverse impact on those residents.

OBJECTIVE

In order to preserve the quality of life, Houston Housing Authority's emergency response plan is based on delivery of services to at-risk Housing Authority residents. An at-risk resident shall be defined as a resident who, through age, medical infirmity, or disability, may have his or her life affected by the total disruption of public utilities and telecommunications services. It is the objective of the procedures to provide these at-risk residents with immediate response. There will be a consistent vigil to maintain an updated and viable listing of all residents that may need Emergency Assistance at our developments in time of emergency evacuation procedures. The lists will be maintained and retained at all developments. The elderly developments will have decals placed on all resident's doors for further identification purposes when the assistance of evacuation is needed.

TELECOMMUNICATION INTEGRATION OF THE HOUSTON HOUSING AUTHORITY AND LOCAL FIRE AND POLICE DEPARTMENTS

A disruption of the City of Houston's telephone service can affect emergency and normal calls for police services. In order to coordinate a communications point-of-contact of mutual public safety issues with the local police and fire departments, the Houston Housing Authority Public Safety Officer will be deployed to check on the welfare of identified at-risk Housing Authority residents.

IDENTIFICATION OF AT-RISK RESIDENTS

Houston Housing Authority Property Managers must maintain accurate and up-to-date data identifying all residents who have mobility impairments and all residents who utilize life-sustaining equipment. There will be appropriate decals placed on each resident's door for the purpose of identifying those who are in need of emergency evacuation assistance.

Houston Housing Authority will gather this data from residents on the Resident Emergency Information Sheet. The Resident Emergency Information Sheets will be maintained confidentially in the Authority's files. In addition, the Resident Emergency Information Sheets will be released only to appropriate Housing Authority employees, contractors, and/or agents for purposes of coordination of the Authority's Emergency Procedures. The Authority's Property Managers at each development will provide the Houston Housing Authority Public Safety Officer with the information on all at-risk residents. The listings of at-risk residents will be separated by development and forwarded to the Authority Public Safety Officer. The Authority's Public Safety Officer shall coordinate responses with local police and fire departments should an incident dictate such a response.

PROTOCOL FOR RESPONDING TO REQUESTS RECEIVED CONCERNING THE WELFARE OF AT-RISK HOUSTON HOUSING AUTHORITY RESIDENTS

It is anticipated that during an emergency, the Housing Authority will receive numerous requests from relatives and friends to check on the welfare of at-risk residents. The following policy and procedures are established for officials, sworn police officers, and resident monitors relating to the Authority's response to a request from a concerned party regarding the welfare of a resident.

POLICE OFFICERS AND PUBLIC SAFETY OFFICERS

Requests received during normal Houston Housing Authority business hours:

If a request is received during normal working hours of the Houston Housing Authority, the police officer or special police officer shall contact the appropriate Housing Authority Property Manager. The Property Manager can assist the police officer or public safety officer in his or her investigation regarding the resident's welfare.

Requests received outside of business hours of the Houston Housing Authority:

1. If a request is received outside of business hours, the police officer shall attempt to contact the resident by telephone. If the police officer receives no response by telephone, the police officer shall go to the resident's apartment in an effort to contact the resident. Should the police officer contact the resident, the police officer shall inform the resident of the third-party inquiry and request that the resident contacts the concerned party. Should the resident not wish to speak with the concerned party, the police officer shall contact the concerned party, only reporting that the resident was advised of the concerned party's inquiry.

2. If the police officer receives no answer either by phoning or visiting the resident, the police officer shall then contact the Housing Authority Public Safety Officer regarding the request. The police officer shall explain to the Public Safety Officer the nature of the third party request. If the Public Safety Officer authorizes entry, the police officer shall contact the development's Property Manager who can assist the police officer with entry into the resident's unit.

3. Upon gaining entry into the unit, the police officer shall first announce his or her presence and authority, i.e., "Houston Housing Authority, Lt. Nichols; Ms. Smith are you, ok?" If the police officer receives no answer, the police officer shall announce his or her presence in every room of the unit. If the police officer receives an answer at the door, the police officer shall not enter the apartment without the permission of the resident. Should the resident be in some type of medical distress, the police officer shall immediately summon medical assistance.

4. The police officer shall report his or her circumstances of entry into the resident's unit on an Incident Report; one (1) copy shall be forwarded to the Property Manager and one (1) copy shall be delivered to the Authority’s Central Office. The Incident Report shall be attached to the Public Safety Officer’s report.

HOUSTON HOUSING AUTHORITY PROPERTY MANAGERS

Requests received during normal business hours:

If a request is received during normal working hours of the Housing Authority, the Property Manager should be contacted. The Property Manager may contact the Authority's Public Safety Officer if police assistance is required.

Requests received outside of normal business hours of the Houston Housing Authority:

If a request is received outside of business hours of the Authority, the Property Manager shall contact the Authority's Public Safety Officer by cellular: (832) 309-2725. The Property Manager shall provide the name and telephone number of the concerned party.

HOUSTON HOUSING AUTHORITY PUBLIC SAFETY OFFICER AND OTHER HOUSING AUTHORITY OFFICIALS

Normal business hours of the Houston Housing Authority:

Upon receiving a request to assist a Housing Authority Property Manager, the Authority's Public Safety Officer shall provide the Property Manager with all reasonable assistance.

Non-business hours of the Houston Housing Authority:

1. Upon receiving a request to check on the welfare of a resident, the Authority's Public Safety Officer shall check the Authority's resident roster of the involved development to ascertain if in fact the party in question is a resident of the Authority. If no roster is available, the Public Safety Officer shall contact the Property Manager through the Houston Housing Authority Central Office at (713) 260-0500.

2. Once the resident's residency is established, the Authority's Public Safety Officer shall ensure that all above procedures are followed.

Nothing in these guidelines shall preclude Houston Housing Authority personnel from summoning the local fire department for forcible entry when a medical emergency is occurring and where entry must be made expeditiously. If it becomes necessary to remove a resident from a unit, any Housing Authority employee shall direct emergency personnel with appropriate equipment to the affected resident.

I. EVACUATION AND SAFETY PLAN

The Houston Housing Authority shall maintain an Evacuation and Safety Plan for each development. The Plan shall include:

A.

I. Emergency Telephone Numbers:

- City Of Houston Emergency Management: (713) 881-3045
  (713) 881-3099 (TDD)
- City Emergency Services "911"
- City Non-emergency Services "311"

II. Houston Police Department (713) 222-3131

III. Houston Fire Department (713) 247-5000

IV. Harris County EMS (713) 881-3100

V. National Weather Service (281) 337-5074

B. Building Evacuation by Development

- Bellerive – 1 Bldg.
- Ewing – 3 Bldgs.
- Forest Green – 14 Bldgs.
- Long Drive – 25 Bldgs.
- Lyerly – 1 Bldg.
- Telephone Road – 1 Bldg.
- Cuney Homes – 82 Bldgs.
- Historic Oaks of Allen Parkway Village – 57 Bldgs.
- Kennedy Place – 28 Bldgs.
- Victory Apartments – Bldgs.
- Fulton Village – Bldgs.
- Historic Rental Initiative – Bldgs.
- Kelly Village – 44 Bldgs.
- Wilmington – 18 Bldgs.
- Clayton Homes – 41 Bldgs.
- Lincoln Park – 33 Bldgs.
- Irvinton Village – Bldgs.
- Oxford Place – 19 Bldgs.

C. Listing of Residents for Emergency Evacuation Assistance

- Bellerive
- Lyerly
- Telephone Road
- Historic Oaks of Allen Parkway Village (Senior Section)

D. Procedures and Suggestions for residents prior to EVACUATION:

- Make a *medical information list*
- Medical providers, addresses, phone numbers, and fax numbers
- Medications in use at this time and pharmacy numbers
- Adaptive equipment, body support equipment
- Allergies and sensitivities
- Communications or cognitive difficulties
- Attach copies of health insurance cards
- Have an additional fourteen(14) day supply of medication available
- Extra copies of all prescriptions
- Family member contact information

PRACTICE AND MAINTAIN YOUR PLAN:

- Conduct fire and emergency evacuation drills semi-annually
- Replace stored water every three months and food every six months.
- Test and recharge your fire extinguisher(s) according to manufacturer's instructions.
- Train property staff on use of fire extinguishers.
- Test your smoke detector once a month and replace the batteries twice a year. It is suggested that the batteries be replaced in the fall and the spring.
- During emergencies listen to KTRH 740 AM, Houston's designated Alert System Station, for emergency information from local public officials. Follow their instructions and recommendations.

All employees will assist in the evacuation procedures until all EMS personnel have arrived at development. Employees will assist in keeping residents calm, away from danger and escort them to safety in an orderly manner. Upon the arrival of the Houston Fire Department ("HFD"), the HFD will be in charge and all employees will follow HFD instructions and allow the firemen to perform all further efforts in securing our residents safety as well as containing the damage. All personnel will remain on-site until released by the supervisor.

II. CITY OF HOUSTON'S OFFICE OF EMERGENCY MANAGEMENT

The Authority shall designate the Safety and Risk Management Coordinator as the agency's representative for emergency services to the City of Houston. Request for services to address the particular emergency at hand such as water, food, first-aid supplies, medications, clothing and bedding and any special items for infants, elderly or disabled family members shall be made available by the property manager or the Safety and Risk Management Coordinator through the Houston Housing Authority Central Office.

Should evacuation of a building or a property be ordered, the Public Safety Officer shall follow emergency fire evacuation procedures of the Authority. The Authority's official placed in charge of the evacuation shall ensure that staging area(s) are prepared for vehicular ingress and egress of emergency or Housing Authority vehicles. The official shall be designated as the Incident Coordinator until the arrival of the Authority's Public Safety Officer.

III. MEDIA AND RESIDENT INFORMATIONAL REQUESTS

It is the policy of the Houston Housing Authority that the Housing Authority Director of the Office of Communications handles all requests by local media. Should the media request that a Housing Authority employee provide information regarding the Authority's deployment of personnel during an emergency, the Housing Authority employee shall refer the media representative(s) to the Houston Housing Authority's Director of the Office of Communications at (713) 260-0779. Houston Housing Authority employees should advise residents that appropriate Housing Authority emergency personnel and staff are addressing the current situation.

IV. EMERGENCY PROTOCOL FOR RESIDENTS ON LIFE SUSTAINING EQUIPMENT

Residents on Life Sustaining Equipment will be notified individually of any planned interruption of electrical service to their unit or their building at least twenty-four (24) hours in advance. For unplanned interruptions of service, residents on life sustaining equipment should first call 911 for immediate assistance, then the Houston Housing Authority Central Office for Emergency Matters, in which case if evacuation is required the procedures under Section I. above shall apply.

HOUSTON HOUSING AUTHORITY

SECTION 504 / ADA
EFFECTIVE COMMUNICATION POLICY

May 18, 2004

Revised October 6, 2006

HOUSTON HOUSING AUTHORITY

SECTION 504/ADA
EFFECTIVE COMMUNICATION POLICY

The Houston Housing Authority ("the Authority"), in administering all public and assisted housing programs is committed to ensuring that applicants, residents, employees, contractors and other members of the public with disabilities have an effective means to communicate. When requested, Authority employees, agents, contractors and private management companies, shall furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of the programs, services and activities conducted by the Authority. All notifications, including approvals or denials of requests for effective communication referenced in this Effective Communication Policy ("Policy"), will be provided in an alternate format, upon request

AUXILIARY AIDS AND SERVICES

"Auxiliary aids and services" may include, but are not limited to: (1) qualified sign language interpreters, note-takers, transcription services, written materials, telephone handset amplifiers, telephones compatible with hearing aids, telecommunications devices for deaf persons (TDDs), or other effective methods of making aurally delivered materials available to individuals with hearing impairments; and, (2) qualified readers, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.

REQUEST FOR EFFECTIVE COMMUNICATION

When an auxiliary aid or service is required to ensure effective communication, The Authority will provide an opportunity for an individual with a disability to request the auxiliary aid or service of his or her choice. All requests for auxiliary aids and services must be made and received by the Authority 504/ADA Administrator more than two weeks prior to the date the service is needed. If in emergency circumstances an auxiliary aid or service is needed less than two weeks prior to the date the service is needed, The Authority will take reasonable steps to secure the auxiliary aid or service in less than two weeks. The Authority will give primary consideration to the choice expressed by the individual. "Primary consideration" means that the Authority will honor the choice, unless it can show that another equally effective means of communication is available; or, that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or in an undue financial and administrative burden.

The individual with a disability will submit his/her request for auxiliary aids or services to Houston Housing Authority's 504/ADA Administrator at the address listed below. All requests shall be dated and time-stamped upon receipt.

504/ADA Administrator
Houston Housing Authority
P.O. Box 2971
2640 Fountainview
Houston, Texas 77252-2971
(713) 260-0528
(713) 260-0547 (TTY)

If a person with a disability has an impairment that impedes them from mailing a request, he or she may use any other effective means to request an auxiliary aid or service that is necessary.

Upon receipt of the request, the 504/ADA Administrator or designee will consult with the individual with a disability to determine the preferred type of auxiliary aid or service. If the preferred type of auxiliary aid or service is not available or not required, then the 504/ADA Administrator will ascertain whether an alternative means of communication will ensure effective communication. Within five (5) days of the receipt of the request, the 504/ADA Administrator will forward the request and the determination of the aid or service required to the Vice President of Housing Operations who will provide the requesting individual with a written notification of the proposed auxiliary aid or service to be provided. The approve request will be implemented no later than five (5) days after the Vice President of Housing Operations provides the requesting individual with the written notification of approval. The client or resident must provide forty eight (48) hours prior notice to Houston Housing Authority of any need to reschedule their meeting.

Upon disposition, copies of the final disposition of the request shall be forwarded to the 504/ADA Administrator who will maintain copies of all requests for effective communication and the Authority's response, including final disposition, for the duration of 3-years from the date of disposition.

PROCEDURES

A. Notice to Applicants

As a part of the application process, a notice will be posted for applicants to contact the 504/ADA Administrator if auxiliary aids or services are needed. This notice will also be posted prominently in the Authority's intake and application offices as well as all site offices.

B. Current Residents' Requests for Auxiliary Aids or Services

Requests for auxiliary aids or services should be made directly to the Authority's Property Manager, the Authority's contracted Private Property Manager or the

Authority's Section 8 Contract Administrator who will forward the request(s) to the 504/ADA Administrator within one (1) business day of receipt. All requests for auxiliary aids and services must be made and received by the Houston Housing Authority 504/ADA Administrator more than two weeks prior to the date the service is needed.

C. Houston Housing Authority Notices and Correspondence

All Houston Housing Authority letterhead will contain the TDD/TTY telephone numbers. In addition, all meeting notices will contain a statement to, "Contact the 504/ADA Administrator for reasonable accommodations for meetings." Individuals with disabilities, who request auxiliary aids or services for public events such as public hearings, Board hearings, public meetings, etc., must make their requests and the Houston Housing Authority 504/ADA Administrator must receive their requests more than two (2) weeks prior to the event.

D. Requests from the Public

Requests from members of the public who wish to participate in Housing Authority programs, services and or activities shall submit their requests for auxiliary aids and services to the Authority's 504/ADA Administrator. They must make their requests and the Authority must receive the requests more than two (2) weeks prior to the event.

GRIEVANCE PROCEDURES

If the requesting individual with a disability is not satisfied with the Authority's response to the individual's request for an auxiliary aid or service, the individual may file a formal grievance, including appropriate supporting documentation in accordance with the Authority's Grievance Procedure. A Grievance Panel selected by the Authority will hear all 504/Reasonable Accommodations hearings.

The grievance may be communicated orally or in writing. However, all oral grievances must be reduced to writing and maintained in the Authority's files. In addition, the Authority shall provide assistance to any individual who requests assistance in filing a grievance, including assistance in reducing the individual's grievance to writing. All grievances shall be dated and time-stamped.

The Grievance Panel will render a decision in accordance with the Authority's Grievance Procedures. If the individual is dissatisfied with the Authority's Grievance Panel's determination, the individual may pursue remedies under the Authority's Grievance Procedures.

Housing Authority of the City of Houston

FAMILY SELF-SUFFICIENCY

ACTION PLAN

REVISED

May 19, 2005

TABLE OF CONTENTS

Section			Page #
I.	**Introduction**		**2**
II.	**Mission & Philosophy**		**2**
III.	**Participant Profile and Implementation Timetable**		**3**
	A. Demographic Profile of FSS-Eligible Families		**4**
	B. Target Number of FSS Participants and Implementation Timetable		**5**
IV.	**Organization and Staffing**		**6**
	Housing Choice Voucher FSS	6	
	HCV FSS Program Coordinating Council	6	
	Public Housing FSS Program Staffing	7	
	Public Housing Program Coordinating Council	7	
V.	**Outreach and Recruitment**		**7**
	Recruitment Tools	8	
	Assurances of non-interference with rights of non-participating families	9	
VI.	**Participant Rights, Responsibilities and Incentives**		**9**
	FSS Individual Training and Service Plan	9	
	Meeting ITSP Responsibilities	9	
	Termination and Grievance Procedures	10	
	Incentives Plan	10	
	Role Models		
	Rewards		
	Establishment of FSS Escrow Accounts		
	Educational Workshops		
	Bi-annual Job Fairs and College Fair/Financial Aid Seminars		
	Graduation Celebrations		
VII.	**Assessment and Referral**		**11**
VIII.	**Services and Family Advocacy**		**12**
	Service Referrals	13	
	In-House Services	13	
	Coordination of Programs	14	
IX.	**Monitoring Program Performance**		**15**
X.	**FSS Flow Chart**		**16**

I. INTRODUCTION

In 1996, the Housing Authority of the City of Houston (HACH) launched administration of the Section 8 Family Self-Sufficiency (FSS) Program. In recent years, HACH's FSS Program has evolved to the point where much of the original action plan is now outdated. The HACH FSS Action Plan has been revised to more closely reflect the program's current status, future plans, goals and objectives.

At present, the HACH seeks to expand the FSS Program to not only include the Housing Choice Voucher program but also the Public Housing Program. The following text incorporates the expansion of the FSS Program and related FSS Action Plan to include administration of the Public Housing FSS Program. Therefore, references to the FSS program herein are to include both the Section 8 and Public Housing FSS Programs. Operation distinctions between the two FSS programs are specified herein or as governed by U.S. Department of Housing and Urban Development (HUD) regulations.

II. MISSION AND PHILOSOPHY

The primary goal of the FSS Program for residents of HACH public housing and participants in the Housing Choice Voucher (HCV) program is to empower families to reach long-term financial independence through stable employment. Many public housing residents and HCV program participating heads of household are able to work and desire to work. For these families, the best first step towards long-term self-sufficiency is a decent job, preferably one that holds the promise of advancement. For others who may need to overcome serious barriers to employment, immediate short-term goals involve family stabilization, vocational training and basic education. Thus, the basic philosophy of the FSS program is to view each client and family holistically, making a full assessment of needs and then empowering the family to reach the goals they have set for themselves. Only after a family's basic needs have been addressed is it productive to talk about work, but it is understood that only families who are motivated to progress quickly in areas of education, training and mental health are appropriate for the FSS program. Consequently, the FSS Program's abiding philosophy is that meaningful employment is the "action step" that leads families out of poverty and all its depredations.

In keeping with this philosophy, and based on the assessed skills, needs, and current employment situation of FSS participants, the program will emphasize:

- Short-term paths to employment;
- Job retention and upward job change; and
- Financial self-sufficiency within five years

The core services of the FSS program include the following case management activities: outreach, assessment, counseling, referral to other services, and follow-up. At each stage of the program, the FSS participant has a single program staff member as their point of contact. This relationship will be supplemented by regular contact with vocational training and education service providers from the surrounding area. Initially, the participant meets with an FSS Coordinator who assesses family needs and resources and helps establish self-sufficiency goals. For an unemployed participant, the Coordinator determines the education, training, job placement, and supportive services needed for the participant to obtain employment. Generally,

the Coordinator refers a participant to those services and follows up to ensure that the participant is making progress toward the established goals. Once employed, the client receives on-going services from the Coordinator, depending on need, with a primary focus on job retention and career advancement goals, as well as necessary referrals to services as barriers to employment arise.

The FSS community is characterized by three informal and interrelated partnerships:

1. a partnership of mutual obligation between participants and the program;
2. a partnership of shared goals and resources between the FSS program and other agencies serving FSS clients; and
3. a partnership of mutual benefit between the FSS program and Houston businesses.

The partnership of mutual obligation between FSS participants and the program is formalized in a contractual agreement that specifies the expected participant activities and behavior as well as the FSS services and support needed to move participants to self-sufficiency. FSS offers continuing services to participants, even after they obtain stable employment, while FSS "graduates" contribute to the program through mentoring, peer counseling, and other services to FSS job seekers.

The partnership of shared goals and resources between FSS and other agencies and programs serving FSS clients is joined together through close collaboration and coordination. Since there is no special funding attached to FSS clients for case management, coordination of services must originate through a network of informal relationships between staff serving mutual clients. To facilitate this effort, HACH senior management cultivates contacts with providers serving the FSS client in the interest of providing continuity of care and coherent direction and support. FSS program staff identifies community resources that will provide services to clients, while the FSS program offers case management and coordination services to supplement the capacities of other agencies and help them achieve shared institutional and community goals.

The partnership of mutual benefit between FSS and Houston area businesses rests on the program developing a reputation for preparing and supporting responsible and skilled employees in their jobs. As the FSS program develops credibility, the business community will be willing to recruit FSS participants, participate in job fairs, and keep the FSS staff informed of job openings.

These partnerships help to advance the FSS philosophy and broader aims of the Public Housing and HCV Programs which affirm the belief that the multiple goals of family empowerment, quality affordable housing, and positive community involvement both depend on, and are supportive of, stable and decent employment.

III. PARTICIPANT PROFILE AND IMPLEMENTATION TIMETABLE

All HACH public housing residents and families with a HACH Housing Choice Voucher are eligible to participate in the FSS Program. As of May 1, 2005, the HACH has over 14,000 families participating in the HCV program, with approximately 412 families participating in the FSS program. Of the approximately 412 families in the FSS program 24 receive TANF or SSI. The HACH is obligated to maintain a Section 8 HCV FSS enrollment of 687. The HACH is not required to maintain a minimum enrollment in the Public Housing FSS Program.

The HACH has 3,755 public housing units. The HACH intends to establish an FSS program for up to 50 public housing residents. Establishing the FSS Program with the Public Housing Program is a new initiative and is contingent upon the receipt of HUD or other funding for a Public Housing FSS Coordinator. The HACH is making application to HUD through the FY2005 Super NOFA for FSS Coordinator funding.

Demographic Profile of FSS Families

In many respects the FSS population mirrors the HACH assisted population as a whole. FSS participants are overwhelmingly non-elderly, African-American and single mothers. However, as one would hope, the economic circumstances of the FSS families are significantly better than those of the general population, even allowing for the fact that new enrollees in FSS would probably be no better off than these non-FSS families. These clients receive more education, vocational training, case management and mentoring which will result in better jobs, more pay and self-sufficiency.

Currently, FSS recruitment efforts focus primarily on HCV general clientele and those Housing Choice Voucher families receiving TANF and/or Social Security Income (SSI). Exhibit 2.1 shows the demographic characteristics of those currently participating in the HCV program, separately for cases receiving Temporary Assistance to Needy Families (TANF), Social Security Income (SSI) and cases not receiving TANF.

See Exhibit 2.1 Table, top of next page.

Exhibit 2.1

Family Status	**# HCV**	**# Public Housing**
Head - Age 62 Over	4,864	418
Head - Under 62	9,328	2,108
Handicapped/Disabled	4,557 (persons)	1,538 (persons)
Source of Income:		
TANF	1,918	411
SSI	4,493	889
Other (Employed)	6,123	963
Gender (Head of Household)		
Male	1039	725
Female	13,154	2,838
Race / Ethnicity		
White	1,227	83
African-American	12,277	2,695
Asian	301	275
Native American	5	3
Hispanic	867	413
Non-Hispanic	12,943	3,056

B. Target Number of FSS Participants and Implementation Timetable

To meet the mandatory 687 Housing Choice Voucher FSS program enrollment of 687, the HACH efforts will focus on meeting the following recruitment targets:

HCV FSS Enrollment	**Target Date**
500	July 31, 2005
600	September 30, 2005
687	November 30, 2005

The enrollment goals for the Housing Choice Voucher and Public Housing Programs are established as follows:

Program	Enrollment Total	Target Date
HCV	687	November 30, 2005
PHO	50	December 1, 2006

The implementation of the Public Housing FSS Program is contingent upon approved funding for this initiative.

IV. ORGANIZATION AND STAFFING

Housing Choice Voucher FSS Program Staffing

The Administrative Services, Special Programs Department performs intake and case management functions for the Housing Choice Voucher FSS participants. The FSS staff takes a holistic approach to assessing needs and coordinating services for HACH clients that provides a continuum of care across various government entities and also within the HCV program itself. FSS program staff currently includes: one (1) Manager, two (2) Account Services Specialists, four (4) FSS Coordinators, and one (1) Homeownership Coordinator.

As "point of entry" into the program, the FSS Coordinators address both in-house and external inquiries, conduct orientations and initial interviews with applicants, and schedule formal intake appointments. FSS Coordinators assist clients in goal formation, provide counseling and service referral, and address program retention issues. (Caseloads average 172 FSS clients per FSS Coordinator) They are responsible for monitoring and maintaining the clients' escrow accounts.

FSS Account Services Specialists perform all ongoing occupancy functions for their clients. FSS Coordinators and Account Services Specialists will co-author quarterly newsletters with job information, local service agencies listings, and upcoming event announcements. This staff partnering is also in place to assure that all the client's dealings with the HCV program are coherent and coordinated.

The Manager of Administrative Services, Special Programs oversees the day to day program operations, works on strategic developments, and reports on program activities to the Director of Section 8 Programs. Charged with developing productive relationships with area businesses and agencies, the Manager of Administrative Services, Special Programs spearheads most community-based recruitment efforts through program presentations before local organizations, churches, and civic groups.

HCV FSS Program Coordinating Committee

Since launching the FSS Program in 1996, the Program Coordinating Committee was developed as recommended by HUD with members representing various city agencies, non-profit community-based organizations dealing with work-readiness services, and non-profit service providers. Recently, the HACH is in the process of reshaping the Committee with a greater emphasis on Houston business, banking, community, and policymaker representation. The Program Coordinating Committee includes representatives of organizations that are important to

the welfare-to-work community in all its facets: educational, policy development, vocational training and direct service delivery.

Housing Choice Voucher FSS Program Coordinating Committee Membership, May 2005

Erin Chaves, Ace Vocational School
Sherry Thomas, Credit Coalition
Designate Member, Financial Aid Advisor, The WorkSource
Helen Staggs, Families Under Urban & Social Attack (FUUSA)
Rhonda Egland, Neighborhood Centers
Jerry Bluitt, Urban League Learning Institute
Andrea Francis, Collaborative for Children
Joella Hence, United Way of the Texas Gulf Coast – 211
Beverly Miller, Houston Community College (HCC) - GED Program
Vicky Sanchez, Harris County Department of Education
Lois Bullock, Education Learning & Enrichment Institute
Elana Vergarn, Community Family Centers
Stephen Marshall, Gulf Coast Community Centers
Glynda Davis, Housing Choice Voucher client

Public Housing FSS Program Staffing

The HACH, with adequate funding, will hire a FSS Coordinator to provide the services as stated above to residents of HACH public housing. The FSS Coordinator will report directly to the Director of Community Relations and Grants who in turn reports to the Deputy Director of Public Housing Operations. The Director of Community Relations and Grants, will manage the FSS program operation and ensure that program requirements are met and maintained. The Deputy Director of Public Housing Operations reports to the Executive Director and has oversight responsibility for the Public Housing FSS Program.

Public Housing Program Coordinating Council

Once funds are awarded, the Deputy Director of Public Housing Operations will facilitate the appointment of members of the Public Housing FSS Program Coordinating Council. In accordance with HUD regulations, members of the Coordinating Council will consist of representatives from HACH, public housing resident councils and groups, local government agencies, community-based organizations, supportive service providers, and workforce program administrators.

V. OUTREACH AND RECRUITMENT

FSS recruitment efforts focus on Housing Choice Voucher recipients and public housing residents, especially those receiving welfare (TANF) benefits. Participation in the FSS program is not mandatory for HCV recipients or public housing residents. However, HACH actively implements outreach activities to enroll clients in the FSS program on a volunteer basis. HACH seeks highly motivated clients without regard to race, color, religion, sex, handicap, familial status, or national origin who choose to become self-sufficient.

Bi-lingual notices are posted in all HACH waiting rooms, public housing development management offices and community buildings, and supportive service provider offices. Weekly

briefings are conducted in the morning and evening for current voucher holders. In addition, continuous outreach is conducted at initial certification, initial admission into public housing, annual re-certifications and interim re-determination of income for public housing residents and HCV participants. FSS materials will be included in all public housing new admission orientation packets. Also, random bi-lingual mailings are sent to the Housing Voucher participants and public housing residents throughout the year offering the program and explaining its services.

A second group targeted for recruitment into the FSS program is Homeownership participants. The Section 8 Homeownership program is being marketed first to FSS program participants. Through researching clients for the Homeownership Program, we found that over 90% could benefit from the services offered by this program. The FSS program will work with these participants to address issues that could hinder homeownership through credit counseling, money management and support during the stressful home buying process.

A third recruitment effort directs outreach activities toward public housing residents and HCV program participants with disabilities. The FSS program will be able to help the clients get better education, training and possibly secure a job. The Homeownership Program will also attract these participants who desire to buy a home. A letter of introduction regarding the FSS program will be sent out to prospective FSS clients inviting them to a special briefing to explain how the FSS program can help them.

Recruitment Tools

- The richest source of FSS referrals are HACH staff, who in the course of a year make contact with 18,000 families (14,000 HCV families and 4,000 public housing families) to perform the annual re-certification that determines household eligibility for continued program participation. In-house training and information sessions on the FSS program have resulted in a staff that is educated as to the benefits of FSS, supportive of its aims and objectives, and eager to link its clients to the services provided. Also, FSS information is enclosed in each mail out recertification package.

- A second opportunity to educate clients on the benefits of FSS is weekly orientation briefings. These are informal presentations in which the FSS program is fully described and voucher holders are encouraged to complete a pre-application package.

- Bi-lingual brochures describing the FSS program are distributed at briefings and in response to written and phone inquiries about the program.

- At least monthly, FSS Coordinators present program information to community coalition and town meetings as well as government organizations and agencies. Additional briefings occur through active involvement in the Homeless Coalition and United Way monthly meetings, which are geographically grouped associations of various social service organizations such as non-profit providers of services to people with mental illnesses and developmental disabilities, area colleges and universities, child care agencies, and other social service agencies. FSS program information is provided to local churches in minority communities, as a method to both recruit FSS members and keep the public informed on program efforts to improve the lives of clients and hence the communities in which they live.

- HACH plans to produce a quarterly newsletter for all current FSS participants, Family Unification Clients, and public housing residents (once the Public Housing FSS Program is funded). The newsletter will be a tool to encourage FSS participation through program activity highlights, participant success stories, and a calendar of upcoming job recruitment and workshop events. Current participants have proven to be excellent resources for referral of fellow Housing Choice Voucher clients to the FSS program.

Assurances of non-interference with rights of non-participating families

During recruitment efforts, the HACH provides assurances to families that their election not to participate in the FSS will in no way affect their admission, continued assistance, and right to occupancy in accordance with a lease through the Public Housing or Housing Choice Voucher Programs.

VI. PARTICIPANT RIGHTS, RESPONSIBILITIES AND INCENTIVES

While conduct enabling participants to get and keep a job is strongly encouraged, for many FSS clients "work readiness" traits need to be learned through services that help develop appropriate behaviors and attitudes. FSS program efforts will direct services to clients who want to work but have not yet internalized the skills that would make this possible. Thus the FSS environment is more an educational setting where clients are informed and supported while pursuing vocational endeavors and high value is placed on self-discipline, emotional control, punctuality, and good grooming.

FSS Individual Training and Service Plan

Individual rights and responsibilities and FSS program commitments to the participant are outlined in the FSS Individual Training and Service Plan (ITSP), a contractual agreement that specifies the services, achievements, and interim goals expected to lead the client ultimately to self-sufficiency. Where appropriate, the ITSP will take into account similar plans that may have been developed by other employment-related programs and agencies. The ITSP also includes the FSS obligation to facilitate access to or directly provide services and support for the participant to achieve interim and final self-sufficiency goals.

The FSS ITSP will include interim achievements so that progress may be monitored toward the ultimate goal of financial independence. If a participant fails to achieve an interim goal or maintain attendance and/or performance standards in any particular service or services, the FSS Coordinator will first determine if the FSS program or any service provider failed to fulfill their obligations. If the responsibility is with the program itself or a service provider, the Coordinator will investigate the reasons for the failure and take steps to correct it. The Coordinator and the participant may also, if mutually agreeable, change the ITSP to substitute a different service or provider.

Meeting ITSP Responsibilities

Should a participant fail to maintain their ITSP obligations, the Coordinator will investigate the specific causes for the failure. If external barriers are preventing participation, the Coordinator will take steps to help remove them. If the failure is due to the participant's dissatisfaction with the ITSP or any part of the ITSP, the Coordinator will attempt to determine the reasons for the dissatisfaction and try to reach an agreement with the participant.

If the Coordinator determines that a participant has failed to fulfill the specific terms of the ITSP without good cause or has behaved in an inappropriate manner either at HACH, on the job, or at a job interview, the participant may be terminated from the program at the discretion of the Manager of Administrative Services, Special Programs (for Section 8 program participants) or the FSS Coordinator (for the Public Housing Program). Termination from the FSS program will not affect eligibility for the Housing Choice Voucher program rental assistance or eligibility as a resident of public housing, as long as the participant continues to comply with the requirements of the Public Housing and/or HCV Program.

Termination and Grievance Procedures

The process leading to FSS termination must begin with a formal notice to the participant specifying the violation(s) of the ITSP and/or acceptable standards of behavior. The Coordinator will meet with the participant to discuss the violations at the participant's request. The Coordinator may also outline a program of reconciliation by which the participant may remediate the violation(s). Moreover, the participant may appeal the pending termination to HACH's Hearing Officer. FSS participants who withdraw, or are removed, from the Housing Choice Voucher or Public Housing Program for any other reason will also be terminated from FSS.

Upon mutual consent, changes to the terms of the ITSP may be initiated by the FSS participant or Coordinator at any time. An HCV FSS participant may also request in writing to the Manager of Administrative Services, Special Programs for a change in FSS Coordinator. Reasons for any assigned staff changes will be documented in the case file.

Notwithstanding any difficulties concerning compliance with the ITSP or any other FSS requirement, the participant may choose to withdraw voluntarily from FSS at any time. A participant withdrawing from FSS will not lose any rights as a Housing Choice Voucher client or as a resident of public housing, as long as other requirements of the Public Housing or HCV Program are met.

Incentives Plan

- *Role Models*

An important aspect of the values that govern the FSS program is that successful program participants and graduates serve the program through mentoring, peer counseling and other activities. Recognition as role models bestows tribute to the achievements of each client while the role model provides invaluable services at graduation, promotional events and recruitment sessions.

- *Rewards*

One motivational tool in development during the coming fiscal year involves recognizing significant interim achievements at FSS graduations. Participants who have reached major goals such as obtaining a GED, getting a job or a promotion or completing a training program will be invited to attend graduation ceremonies for recognition with award of a certificate.

- *Establishment of FSS Escrow Accounts*

FSS escrow accounts are an effective incentive tool that motivates clients to participate in the FSS program. In accordance with HUD regulations, HACH opens and maintains interest-bearing escrow accounts on behalf of each client during their participation in the FSS program. An escrow credit, based on increases in earned income of the family, is credited to this account. Each month FSS staff prepares a monthly schedule of FSS escrow to be deposited into a separate Money Market bank account specifically designated for FSS escrow. Upon completion of their identified goals, or other event as allowed by HUD regulation, FSS recipients receive their escrow balance. Several clients have put their escrow balances towards purchasing a home.

- *Educational Workshops*

FSS participants will be connected to community and HACH sponsored educational workshops and seminars to learn about employment and educational opportunities, parenting skills, heath career planning, and financial and homeownership counseling.

- *Bi-annual Job Fairs and College Fair/Financial Aid Seminars*

Participants will have the opportunity to attend bi-annual job fairs and college fairs to meet prospective employers and meet with college admissions staff to discuss continued education opportunities and enrollment. Also, the HACH staff will join with local college and community college financial aid offices to conduct workshops on how to apply for financial aid to continue their education.

- *Graduation Celebrations*

Graduation celebrations occur approximately once a quarter where graduates are encouraged to invite their families and refreshments are served. The HACH senior management will preside over the ceremonies where each graduate is presented with a certificate and their escrow check. Each graduate is invited to speak and without fail these impromptu words resonate with gratitude, courage and hope. This is where the "service delivery system" of the FSS program comes full circle and the staff truly benefits from the generosity of spirit of the FSS graduate.

VII. ASSESSMENT AND REFERRAL

Most inquiries from potential participants and referrals to the FSS program go through FSS Coordinators. Preliminary conversations convey program details and explain that the program is designed to serve people who want to maximize their earnings through meaningful, full-time employment. Individuals who feel they need more education and/or training before returning to work are not discouraged; however, FSS Coordinators emphasize the belief that frequently the best training for returning to the workforce involves work itself. Workplace learning enables the client to internalize the skills necessary to hold down a job: showing up on time, showing up everyday, learning to interact with co-workers, learning to follow instructions, and so forth.

Once the FSS program employment goals are understood, the client is invited into the office for a program orientation. The client has the opportunity to ask questions and determine whether the goals and objectives of the program meet their needs. If the client is still interested, the

Coordinator sets an individual assessment interview appointment. The ITSP is developed and executed at the time of this interview.

For clients who are not working when they join the FSS program, the assessment will focus on the immediate barriers to employment and longer-range career goals. For those with jobs, the assessment will address needs and resources related to job stability, retention and career advancement. The assessment will identify the family's resources and needs in such areas as work experience, job search and retention skills, education, training, childcare and transportation. The assessment will also address such issues as physical and mental health, parenting, budgeting and household management, English language skills, coping skills and other skills necessary to gain and sustain employment. Several key objectives will guide the assessment process covering the many issues faced during a participant's preparation for and entry into employment:

- Determine whether the participant is ready to look for work, including whether the participant has the skills needed for the type of employment sought and whether additional training would enhance the participant's long-term employability.
- Determine which service needs the family can meet themselves and which will require outside assistance.
- Encourage participants to identify and build on the positive life skills, strengths and capabilities they already possess.
- Establish priorities among identified needs.

The assessment will provide the basis for developing the family's FSS ITSP. The FSS ITSP will outline steps towards long-term independence from public assistance, establish interim goal timeframes, identify potential barriers, and anticipate strategies for overcoming barriers. The FSS ITSP also outlines FSS program commitments to support the participant efforts, and the roles and responsibilities of program staff in helping participants reach their goals. The FSS ITSP, like the assessment, will be reviewed periodically; staff and participants may choose to revise ITSPs as appropriate.

VIII. SERVICES AND FAMILY ADVOCACY

The primary goal of the HACH approach to the FSS program is to help clients clarify their vocational goals, link and refer them to necessary services, and provide the ongoing support they need to maintain their focus and motivation.

Thus, the intake interview is the foundation of a client's participation in FSS. It is during this interview that the Coordinator lays the groundwork for developing a successful long-term relationship with the client. The objective is to build a relationship based upon respect for the client, an assessment of the client's needs and appreciation for their strengths, and an understanding of any barriers to employment and services necessary to overcome them.

Following the initial assessment, the frequency and type of regular follow-up FSS participants receive will depend on the participant activities and needs. FSS Coordinators will be available to clients for phone consultations and in-person visits on a scheduled basis. Also, Section 8 Special Programs Account Services Specialists will consult with FSS Coordinators as the occasion arises on changes in income or housing changes. Through the quarterly newsletter, FSS participants will receive information on workshop and job recruitment sessions, client success stories, vocational skill-related advice and information, and a highlighted social service agency.

Individual client contact will also occur through frequent calls to monitor individual progress. In general, Coordinators will contact those families who do not report in to get an update on the participant's current activities, discuss progress toward interim goals, and identify any areas where the participant may need assistance. The Coordinators will have more frequent contact with participants who request additional assistance and/or who are known to be having difficulties. When the monthly reports indicate a job loss, the FSS Coordinator will make every effort to contact the client immediately either by phone or letter to schedule an in-person visits.

Although staff will be supportive and share some responsibility for coordinating and arranging services, ultimately the participant will be encouraged to assume responsibility for obtaining the services needed to implement their strategy for self-sufficiency. Staff will convey a consistent message that participants need to take control of, and assume responsibility for their working lives. This acceptance of responsibility will be critical to participant success in the workplace.

The FSS program staff work as a team to assist participants as they work toward employment and self-sufficiency. FSS staff provides individuals and families in-house services as well as referrals to additional services in the community as appropriate. While FSS Coordinators serve as the key staff contact for participants, the Texas Workforce Commission will have considerable one-on-one contact with the clients during the initial job search, early stages of employment, and job changes. All staff, including the Account Services Specialists, will coordinate closely to ensure that participants making the transition to work are supported with comprehensive services.

Service Referrals

Following the development of the FSS ITSP, the coordinators begin assisting participants to identify the resources needed to begin implementing their plans for reaching self-sufficiency. Participants seeking further education are referred for additional academic assessment if needed; those who are still identifying their employment goals may be referred for more in-depth testing and career counseling. Depending on the participant's interests and prior education, referrals may be made to local providers of basic education (GED), vocational or technical education, English as a Second Language course, and/or academic training. Participants who are already looking for work or who are planning to begin a job search may be referred to programs sponsored by the Texas Workforce Commission. Participants may also receive referrals for supportive services, such as childcare and transportation assistance, personal or family counseling, or medical services.

To make effective use of the education, training, and support services available to FSS-eligible families, FSS staff compiles, maintains and updates a directory of local service providers. Coordinators will make every effort to follow up with participants and service providers regarding the outcomes of referrals. Staff will make sure the participants were able to contact the provider, that the needed services were available, and that the participant is satisfied with the quality of service. Heavy reliance is placed on clients reporting if they are unable to access the referred services so that, if needed, intervention can take place on their behalf.

In-House Services

The comprehensive assessment focuses on the skills and resources necessary to help participants obtain and keep employment. FSS Coordinators play a primary role in facilitating referrals to outside services, monitoring progress on short and long term goals, and providing support and encouragement.

In addition to the one-on-one contacts between staff and participants, the program offers opportunities for participants to meet each other, share experiences, and gain additional skills. There will be monthly meetings of the Section 8 'How Ya Livin' Club, which will serve to emphasize the employment focus of the program. 'How Ya Livin' Club, which serves as an informal peer support group will stress the concepts of participant responsibility and workplace expectations. Speakers are engaged to provide presentations where attendees can discuss topics of mutual interest and concern. Each of these sessions focuses on some aspect of work readiness and/or life skills (i.e., resume writing and interviewing, "dress for success," building self-esteem, balancing work and family obligations, childcare, money management and stress management etc.)

When an FSS participant begins looking for work, staff provides assistance in job search and job listings. Staff also provides the important support and encouragement that job seekers need to stay motivated during a job search. Through the How Ya Living' Club the program puts current job seekers in contact with participants who are already working; these "mentors" are invaluable sources of advice and support.

The transition from welfare to work usually includes spells of employment and unemployment; FSS participants are no exception, especially those who have limited skills and little or no work history. These participants may face greater barriers to retaining employment (e.g. limited workplace skills) and jobs with low skill requirements may be less stable (e.g. subject to seasonal or repeated layoffs). Staff attempts to minimize the spells of unemployment by encouraging participants to begin searching for work immediately and by continually working with potential employers to develop new opportunities for FSS participants. They will also help participants target employment opportunities with the potential for long-term stability.

Coordination of Programs

In an environment like Houston where there is fierce competition for limited vocational training and job placement resources; tremendous challenges exist for ensuring successful service referrals for FSS program clients. Insufficient resources and staffing for overburdened providers severely limits the services available for clients. Although FSS client's needs and goals are widely diverse, formal arrangements with employers to hire FSS clients in blocks are further stymied by a lack of similar tax incentives available to providers who work strictly with TANF recipients. While conflicting program regulations and procedures have hindered full partnerships with other government entities, HACH has successfully developed channels for coordinating services when we "share" a client with another entity.

Informal relationships with a broad array of providers and employers, particularly those where mutual clients are shared with other providers, helps identify valuable resources for services such as childcare, financial counseling, vocational training, GED preparation, and so forth. Such informal relationships have fostered effective collaborations with city and state government agencies, including the Texas Workforce Commission and Texas Department of Human

Services. As an illustration, Houston Community College provides free GED classes, computer training, job readiness and several training programs with job placement to FSS clients. In addition, we have developed a strong network of associations with various vocational training programs, social service agencies, and childcare resources.

IX. MONITORING PROGRAM PERFORMANCE

HACH staff and management are responsible for monitoring and assessing FSS program performance on a regular basis. We have developed a number of key indicators and track this data on a monthly, quarterly and annual basis.

- Total enrollment
- Number of clients enrolled in any given month
- Amount of escrow deposits in a current month
- Number of escrow deposits in a current month
- %of employed heads of household
- % of clients who obtain employment in a current month
- % of clients who are working on GED or in College
- % of Family Unification Program voucher holders enrolled in FSS
- Number of outside referrals made to service providers to support families' interim goals (training, education, credit counseling, job referrals, etc.)
- Number of in-house counseling sessions (e.g. club meetings, one-on-one sessions with Coordinators)
- Number of clients who meet an interim goal in a given month and the kind of goal they reached

In addition to quantitative reports collected monthly, the HACH program management staff will prepare Monthly Narrative Reports that highlight special events and strategic developments. An expanded version of these reports will also be compiled on an annual basis.

Flow Chart of FSS Program Steps

Initial Contact with FSS Staff

⇓

Orientation

⇓

Needs Assessment

⇓

Individual Training and Services Plan

⇓

Contract of Participation (5 year Program Plan begins)

⇓

Coordination of Services

⇓

Goals are achieved
(Educational, Training, Income, Verifiable Non-Receipt of Government Assistance)

⇓

Graduation from FSS Program

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RASS 2005
FOLLOW-UP ACTION PLAN

COMMUNICATION

Management Communication- Implementation Date: March 2006-
Ending Date: December 2006

- Each property will hold monthly management meetings to provide residents with site-specific information as well as general information. Information regarding existing and new resident programs will also be conveyed. Resident Services staff will attend.
- Online newsletters will be made available quarterly. These newsletters will provide information on activities and accomplishments of the Agency. In addition, a resident newsletter will be developed to highlight resident coordinated and sponsored activities.
- The Houston Housing Authority website was redesigned to improve functionality. Under the new design, residents and the general public will be able to submit questions and concerns.
- Special call-meetings will be held to provide information on major maintenance & repair activities (water shut-off, modernization, etc…).
- Fliers will be distributed door-to-door to provide information on major maintenance & repair activities (water shut-off, modernization, etc…).
- The resident orientation package was overhauled to include more consistent and comprehensive hand-out materials. A public housing orientation and housekeeping video will be a part of the resident orientation.
- The Dwelling Lease, its addendum and attachments will continue to be reviewed on an individual basis at move-in.
- Managers will continue to receive customer service training.
- Community Relations and Grants staff will provide technical assistance to residents regarding their organizations. Resident Leadership training will be conducted with the Resident Councils. Minimum of two (2) per year.
- The Executive Director will continue to meet with the Resident Council leaders.

PUBLIC SAFETY – Implementation Date: March 2006-
Ending Date: December 2006

- Town Hall meetings have been scheduled by the Constable's office to address issues of concern by the residents in the areas identified as high crime activity. Monthly safety meetings will continue to be held.

- The Office of Public Safety will continue to enforce trespassing codes. Trespassing notices that are affiliated with current residents will be followed-up by the Property Manager who will take the appropriate action including but not limited to issuing lease violation and termination notices.

- Additional lighting has been added and will continue to be monitored for on an as needed basis and installed if budget permits on respective properties.

- Abandoned or illegally parked and registered vehicles will be towed.

- The Office of Public Safety will intensify resident screening and tracking of criminal activity of residents and proceed with immediate evictions of all violators. All household members over the age of 18 will be required to submit to a criminal background check at the time of recertification.

NEIGHBORHOOD APPEARANCE

Property Appearance- Implementation Date: March 2006-
Ending Date: December 2006

- Assets and Operations Supervisors (AOM) will continue to do property and file audits. The AOM is responsible for recording the condition of the site using the Property Inspection Form on a monthly basis. The AOM is also responsible for ensuring that all deficiencies noted on the Property Inspection form are corrected within 30 days.

- Notices will be issued to residents who repeatedly violate the material terms of the lease as it pertains to neighborhood appearance. The Property Manager will issue a lease termination notice and proceed with eviction after receiving three (3) validated complaints.

- In 2006 there will be appearance enhancements such as landscaping, remodeling of administration offices, and community room makeovers at some of the developments.

HOUSTON HOUSING AUTHORITY

TENANT ADMINISTRATIVE GRIEVANCE PROCEDURE
For the Low Rent Public Housing Program

I. PURPOSE

This tenant administrative grievance procedure has been adopted to provide a forum and procedure for tenants to seek the just, effective and efficient settlement of grievances against actions or decisions of the Houston Housing Authority ("the Authority").

II. GOVERNING LAW

The law governing this tenant administrative grievance procedure is section 6(k) of the U.S. Housing Act of 1937 [42 U.S.C. §1437d (k) and subpart B of 24 CFR part 966 (24 CFR §966.50 - §966.57].

III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all Tenant grievances (as defined in Section IV below) with the exceptions listed below.

A. This grievance procedure is not applicable to disputes between Tenants not involving the Authority or to class grievances involving groups of Tenants.

B. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of Tenants, and Houston Housing Authority's Board of Commissioners.

C. HUD has issued a due process determination that the law of the State of Texas requires that tenants be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section IV below) before eviction from a dwelling unit. Therefore, the Authority has elected to exclude from this tenant administrative grievance procedure any grievance concerning termination of tenancy or eviction based upon a tenant, occupant or guest involvement in the following:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Authority, or

2. Any drug-related criminal activity on or off the premises.

IV. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

A. *Business Days:* Monday through Friday of each week, except for legal holidays recognized by the Authority.

B. *CFR:* The Code of Federal Regulations, which contains the federal regulations requiring this grievance procedure.

C. *Drug-related criminal activity:* The illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use a controlled substance, as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.

D. *Elements of due process:* An eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:

1. Adequate notice to the Tenant on 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 Authority, 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.

E. *Eviction:* Forcing an occupant of a dwelling unit to move out of such unit through the legal process.

F. *Grievance:* Any dispute that a Tenant may have with respect to an action or a failure to act by the Authority in accordance with the individual Tenant's lease or Houston Housing Authority policies and procedures that adversely affects the individual Tenant's rights, duties, welfare or status.

G. *Hearing Officer:* A person selected in accordance with 24 CFR §966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.

H. *HUD:* The United States Department of Housing and Urban Development.

I. *Notice:* As used herein, the term noticed shall, unless otherwise specifically provided, mean written notice.

J. *Hearing:* A hearing that includes only the hearing officer, a Houston Housing Authority representative, the resident, resident's representative, and all witnesses permitted by the hearing officer. All hearings shall be private, unless the resident requests a public bearing in writing.

K. *Public hearing:* A hearing that is open to all persons who desire to attend the hearing. A public hearing must be requested in writing.

L. *Resident organization:* An organization of residents, which includes any resident management corporation, and specifically includes the Council of Development Presidents.

M. *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 Houston Housing Authority as lessee of the dwelling unit, or, if no such persons resides in the unit,

2. The person who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

V. PROCEDURE PART OF RESIDENTIAL LEASE AGREEMENT

This tenant administrative grievance procedure is provided as a lease attachment and incorporated by reference into all Residential Lease Agreements between Tenants and the Houston Housing Authority at all public housing developments.

VI. INFORMAL SETTLEMENT OF GRIEVANCES

A tenant must begin the grievance process by requesting and attending an informal conference with the Authority to discuss whether the grievance can be settled without a hearing. The following procedures apply to a request for an informal conference under this tenant administrative grievance procedure:

A. **Initial Presentation:** Any request for an informal conference must be personally presented, either orally or in writing to the manager in the management office of the development in which the tenant resides. The request must be presented within five (5) business days after the occurrence of the event giving rise to the grievance. Each tenant requesting an informal conference shall be given a receipt showing proof of the request (see Exhibit “II”).

B. **Informal Conference:** If the informal conference cannot occur at the time the request is initially presented by the tenant, then the tenant will be promptly notified in writing of the time and place for the informal conference. The informal conference will be held within ten (10) business days after the initial presentation of the request.

C. **Written Summary:** The Houston Housing Authority shall provide a written summary of the informal discussion to the tenant within five (5) business days after the informal conference. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion(s), the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary shall include the procedures by which the tenant may obtain a formal hearing. A copy of the written summary shall be placed in tenant's tenant file. This copy shall serve as proof that the tenant did participate in the informal conference.

D. **Failure to Attend Conference:** A tenant who does not attend an informal conference shall be considered to have waived the right to an informal conference and is not entitled to a formal hearing absent a showing of good cause why he failed to attend the informal conference. In such event, the Authority shall provide a notice to the tenant that shall specify the procedures by which the tenant may request a formal hearing. The hearing officer shall make the determination whether the tenant shows good cause for missing the informal conference before proceeding with the formal hearing.

E. **Failure to Request Hearing:** If the tenant fails to request a hearing within five (5) business days after receiving the written summary of the informal conference, the Authority's decision rendered at the informal hearing becomes final and the Authority is no longer obligated to offer the tenant a formal hearing. Tenant's failure to request a formal grievance hearing does not constitute a waiver to contest the Authority's action judicially.

VII. SELECTION OF HEARING OFFICER

The designation of hearing officers for particular grievance hearings shall be governed by the following provisions:

A. All hearings may be held before a hearing officer.

B. Impartial hearing officers will be appointed by the Houston Housing Authority in accordance with the following:

1. No Houston Housing Authority staff involved in the action or failure to act giving rise to the grievance may be appointed as hearing officer.

2. The Authority shall consult the resident organizations and provide opportunity for comment on the Authority’s selection of hearing officers during the process of submitting the Houston Housing Authority Annual Plan to HUD. If additional hearing officers are needed before submission of the next annual plan, the Authority shall consult with the resident organizations before appointing any hearing officer. The current list of hearing officers is attached hereto as Exhibit I.

3. No person shall accept an appointment, or retain an appointment, once selected as a hearing officer, if it becomes apparent that such person is not fully capable of

impartiality. Persons who are designated to serve as hearing officers must disqualify themselves from hearing grievances in which they have some personal interest or any grievances that involve personal friends, relatives, or persons with whom they have any business relationship. Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances.

C. In the event that a hearing officer fails to disqualify himself or herself as required in this grievance procedure, the Authority will remove the officer from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing officer.

VIII. SCHEDULING OF HEARINGS

A tenant does not have a right to a formal grievance hearing unless the tenant has satisfied the prerequisites set forth below.

A. The tenant must request a hearing in writing within five (5) business days after receiving the written summary of the informal conference

B. The tenant must complete the informal conference procedure or the hearing officer must determine that a tenant has good cause for failing to proceed in accordance with procedures above in Section VI concerning informal conferences.

C. If the matter involves the amount of rent which the Authority claims is due under the tenant's lease, the tenant shall have paid to the Authority an amount equal to the amount due and payable as of the first day of the month immediately preceding the month in which the complained of act or failure to act took place. The monies paid to the Authority by tenant shall be placed in an escrow account. And, in the case of situations in which hearings are, for any reason delayed, the tenant 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. The tenant's failure to make payments into escrow, unless waived by the Authority in writing, shall terminate the tenant's grievance. No waiver will be given by the Authority except in cases of extreme and undue hardship to the tenant, determined in the sole and absolute discretion of the Authority.

IX. PROCEDURES GOVERNING HEARINGS

A. *Fair Hearing*

The hearings shall be held before a hearing officer as described above in Section VIII. The tenant shall be afforded a fair hearing, which shall include:

1. The opportunity to examine before the hearing any non-privileged Houston Housing Authority documents, including records and regulations that are directly

relevant to the hearing. The tenant must request the production of such documents in writing to the Office of General Counsel [2640 Fountainview, Houston, Texas 77057]. The tenant will be allowed to copy any such document at the tenant's expense. If the Authority does not make the document available for examination upon request by the tenant, the Authority may not rely on such documents at the grievance hearing.

2. The right to be represented by counsel or other person chosen as the tenant's representative and to have such person make statements on the tenant's behalf.

3. The right to a private hearing unless the tenant 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 Authority and to confront and cross examine all witnesses upon whose testimony or information the Authority or its management relies; and

4. A decision solely and exclusively upon the facts presented at the hearing.

B. *Prior Decision in Same Matter*

The hearing officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.

C. *Failure to Appear*

If the tenant or the Authority fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed five (5) business days or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer shall notify the tenant and the Authority of the determination.

The failure to attend a grievance hearing shall not constitute a waiver of any right for which the tenant may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.

D. *Required Showing of Entitlement to Relief*

At the hearing, the tenant must first make a showing of an entitlement to the relief sought and thereafter, if such a showing is made, the Authority must sustain the burden of justifying the Authority's action or failure to act against which the complaint is directed.

The tenant and Houston Housing Authority may each present evidence. The evidence may consist of documents or witnesses. The tenant may testify. The tenant and the Authority have the right to question each other's witnesses.

E. *Informality of Hearing.*

The hearing shall be conducted informally by the hearing officer, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to a judicial proceeding.

F. *Orderly Conduct Required*

The hearing officer shall require the Authority, the tenant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

G. *Transcript of Hearing.*

The tenant or the Authority may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

X. DECISION OF THE HEARING OFFICER

At or subsequent to the completion of the formal grievance hearing, the hearing officer shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. *Written Decision*

The hearing officer shall prepare a written decision, together with the reasons for the decision within ten (10) business days after the completion of the hearing.

1. A copy of the decision shall be sent to the tenant and the Houston Housing Authority. The Authority shall retain a copy of the decision in the tenant's tenant file.

2. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Houston Housing Authority (Office of General Counsel) and made available for inspection by any prospective tenant, his/her representative, or the hearing officer.

B. *Binding Effect*

The written decision of the hearing officer shall be binding upon the Authority, which shall take all actions, or refrain from any actions necessary to carry out the decision

unless Houston Housing Authority's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

1. the grievance does not concern the Authority's action or failure to act in accordance or involving the tenant's lease or the Authority's policies and procedures which adversely affect the Tenant's rights, duties, welfare or status; or

2. the decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the Authority.

C. *Continuing Right of Tenant to Judicial Proceedings*

A decision by the hearing officer or Board of Commissioners in favor of the Authority or which denies the relief requested by the tenant in whole or in part, shall not constitute a waiver of, nor effect in any way the rights of the Tenant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

XI. NOTICES

All notices under this grievance procedure shall be deemed delivered: (1) upon personal service thereof upon the tenant or an adult member of the tenant's household, (2) upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

XII. REASONABLE ACCOMODATION OF PERSONS WITH DISABILITIES

Houston Housing Authority shall provide reasonable accommodation for persons with disabilities to allow them to participate in grievance hearings, which may include qualified sign language interpreters, readers, accessible locations, attendants, etc.

If a Tenant is visually impaired, any notice hereunder delivered to such Tenant shall be in an accessible format.

XIII. MODIFICATION

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the Houston Housing Authority, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this grievance procedure must provide for at least (30) days advance notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by the Authority before final adoption of any amendments hereto.

XIV. MISCELLANEOUS

A. *Captions:* Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

B. *Concurrent Notice:* If a Tenant has filed a request for grievance hearing hereunder in a case involving the Authority's notice of termination of tenancy, the tenant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer upholds the Authority's action to terminate the tenancy, the Authority may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and vacation of premises stated in the notice of termination delivered to tenant, or the delivery of the report of decision of the hearing officer to tenant.

EXHIBIT "I"

SLATE OF HEARING OFFICERS

(1) Christina Allen, Regulatory Compliance Officer
(2) Shelby Boseman, Staff Attorney
(3) Sally Bakko, Section 8 Policy Analyst

EXHIBIT "II"

TENANT RECEIPT FOR INFORMAL CONFERENCE REQUEST

A request for an Informal Conference with _____
(Development Name)

was made on _____ by _____.
(Date) *(Print Tenant's Name)*

I, _____, acknowledge receipt of the
(Development Manager)

Tenant's request for an Informal Conference.

_____ _____
Signature of Manager *Date*

_____ _____
Signature of Tenant *Date*

EXHIBIT "III"

_____
Account No.

NOTICE OF RIGHT TO FORMAL TENANT'S GRIEVANCE

I have been advised of my right to an informal conference with the Housing Manager in case of a grievance with respect to Houston Housing Authority's action or failure to act in accordance with the lease or Houston Housing Authority's regulations, which may adversely affect my rights, duties, welfare, or status.

I have also been advised that if I am not satisfied with the proposed informal disposition of my grievance, I have a right to a Formal Hearing with a Hearing Officer under the "Formal Grievance Hearing" section of the Administrative Grievance Procedure.

I will have the right to appear at the Formal Hearing and speak in my own behalf, to bring witnesses and documents as I desire, to cross-examine Houston Housing Authority witnesses and be represented by counsel or other representatives of my choice. I have the right before the hearing to examine and copy any Houston Housing Authority documents, records, and/or regulations that are directly relevant to the hearing.

_____
(Print Name)

_____
(Tenant's Signature)

_____
(Date)

HOUSTON HOUSING AUTHORITY

COMMUNITY SERVICE WORK REQUIREMENT – PUBLIC HOUSING RESIDENTS

Section 512 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), which amends the Housing Act of 1937, established a new requirement for non-exempt residents of public housing to contribute eight (8) hours of community service each month or to participate in a Self- Sufficiency program for eight (8) hours each month.

Community service is a service for which individuals are not paid. The U.S. Department of HUD established the community service requirement for residents, not as a punitive or demeaning activity, but rather to be a rewarding activity that will benefit both the resident and the community. Community service offers public housing residents opportunities to contribute to the communities that support them while gaining work experience.

To effectively implement this new requirement, the Houston Housing Authority hereby establishes the following procedures, effective August 1, 2003.

A. NOTIFICATION OF COMMUNITY SERVICE REQUIREMENT

The Houston Housing Authority shall provide written notice to all residents about the reinstatement of the community service and self-sufficiency requirement by or before July 31, 2003. The notification must alert residents of the requirement, whether or not they are exempt, and what they need to do in order to comply.

B. COMMUNITY SERVICE

The Houston Housing Authority Manager, or designee, is responsible to identify those residents who are required to participate in community service and assure that all affected residents are performing their community service or self-sufficiency requirement beginning effective October 1, 2003. At each annual recertification of existing public housing residents beginning October 1, 2003, residents must provide evidence to the Authority demonstrating that the Community Service or Self-Sufficiency requirement is satisfied. Documentation, in accordance with the form prescribed by the Authority, must be appropriately signed and completed with a copy in each affected resident file. (See attached Certification Form)

Community service can be satisfied through a variety of voluntary activities to be performed by public housing residents under the supervision of assigned personnel from the agencies and organizations identified as eligible administrators of a Community Service Program for the benefit of Houston Housing Authority Low Rent and Assisted Housing Program Participants. The community service activities which the residents may perform may include, but are not limited to:

- Improving the physical environment of the Authority's developments.
- Selected office related services in the developments or Administrative offices.

- Volunteer services in local schools, daycare centers, hospitals, nursing homes, youth or senior organizations, drug/alcohol treatment cents, recreation centers, church, etc.
- Neighborhood group special projects.
- Self-improvement activities such as household budget credit counseling, English proficiency, GED classes or other education and training activities.
- Tutoring elementary or high school age residents.
- Servicing in onsite computer training centers.
- Voluntary political activities are prohibited.

C. APPLICABILITY

The community service and self-sufficiency requirement applies to all adult residents in public housing, except for those exempted under Section 12(c) of the Act. This requirement does not apply to Section 8 tenants.

The public housing tenants exempt from the community service and self-sufficiency requirement are those:

- Age 62 years or older.
- Individuals with disabilities (as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c) and who certify that because of their disability they are unable to comply with the service provisions; or primary caretakers of such individuals.
- Engaged in work activities as defined in section 407(d) of the Social Security Act (42 U.S.C. 607(d)), specified below:

    1. Unsubsidized employment;
    2. Subsidized private-sector employment;
    3. Subsidized public-sector employment;
    4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
    5. On-the-job-training;
    6. Job-search and job-readiness assistance;
    7. Community service programs;
    8. Vocational educational training (not to exceed 12 months with respect to any individual);
    9. Job-skills training directly related to employment;
    10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
    11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
    12. The provision of childcare services to an individual who is participating in a community service program.

The Houston Housing Authority considers 30 hours per week as the minimum number of hours for a work activity exemption as described in Section 407(d) of the Social Security Act, and implementing regulations 45 CFR Section 261.31(a)(1)).

PHAs can use reasonable guidelines in clarifying this statutory list of work activities in coordination with the Temporary Assistance to Needy Families (TANF) agency, as appropriate.

- Meet the requirements for being exempt from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program.

- If a member of a family receiving TANF assistance, benefits, or service under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*); or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program and has not been found by the State or other administering entity to be in non-compliance with such program.

D. NONCOMPLIANCE REQUIREMENTS (24 CFR §960.605 & §960.607)

A resident who was delinquent in community service hours, under the lease in effect at the time of the suspension, will still be obligated to fulfill his/her community service and self-sufficiency requirements for FY 2001, provided that the resident was given notice of noncompliance prior to the expiration of the lease in effect at that time.

A copy of that notice of noncompliance should be included with the written notice to residents about the reinstatement of the community service and self-sufficiency requirement. The community service requirement became applicable during FY 2003 to all leases entered into on and after October 1, 2002. In order to obtain a lease renewal on the expiration of the current lease, residents must be in compliance both with any delinquent community service requirements and current requirements.

The Manager must offer the resident the opportunity to enter into a written agreement with the Housing Authority to cure the noncompliance with the community service and self-sufficiency requirements either under the current or delinquent lease. This agreement should include:

- The additional number of hours of community service or self-sufficiency work activities needed to make up the required number of hours under the current lease.
- Assurance that all members of the family who are subject to these requirements are in compliance with the requirements.
- Written assurances satisfactory to the Housing Authority that any noncompliant resident no longer resides in the unit.

The Manager must inform residents that they may request a grievance hearing on the determination of noncompliance in accordance with Part 966, subpart B and that tenant may exercise any available judicial remedy to seek redress from the Authority's non-renewal of the lease because of such determination.

The Manager must retain reasonable documentation of service requirement performance or exemption in participant files. Houston Housing Authority must comply with nondiscrimination listed in 24 CFR 5.105(a).

E. PROGRAM ADMINISTRATION

Houston Housing Authority may administer its own community service program in conjunction with the formation of cooperative relationships with other community based entities such as TANF, Social Services Agencies or other organizations which have as their goal, the improvement and advancement of disadvantaged families. The Authority may contract its community service program out to a third party.

The Authority may directly supervise community service activities or may develop and provide a directory of opportunities from which residents may select. However, the Residents are wholly responsible to fully comply with the Community Service requirements with or without Houston Housing Authority assistance. When community service work opportunities are provided through partnering agencies, the partner agency will confirm the resident's participation.

F. SELF-SUFFICIENCY

Residents that participate in self-sufficiency activities for eight (8) hours each month can satisfy the community service requirement. Non-exempt residents are encouraged to select such activities to satisfy the requirement. Such activities can include, but are not limited to:

- Apprenticeships and job readiness training;
- Substance abuse and mental health counseling/treatment;
- English proficiency, GED, adult education, junior college or other formal education; household budgeting and credit counseling;
- Small business training;
- Houston Housing Authority sponsored economic self-sufficiency program; and
- Houston Housing Authority contracted economic self-sufficiency program.

G. GEOGRAPHIC LOCATION

The Houston Housing Authority recognizes that the intent of this requirement is to have residents provide service to their own communities, either in the Authority's developments or in the broader communities in which the Authority operates.

H. PROCEDURES

1. At each regularly scheduled reexamination, or at the time of initial selection/approval of an applicant for housing assistance, or each time a new leasehold member is added to the lease, the Houston Housing Authority Manager or assignee will identify each household member who is eligible for the Community Service requirement.

2. The lease will be noted that members of the household are eligible for the Community Service Requirement and a Community Service Requirement/Certification Form will be prepared in duplicate for each eligible household member.

a. The top portion of this form will be completed and placed in the resident file with the eligible household member's signature. One form will be prepared for each household member who is eligible for community service.

b. A second copy of the form will be presented to the eligible household member to obtain certification from a participating agency(s) or organization(s) where the household member performed community service.

c. Upon request by the Houston Housing Authority Manager or 30 days before the end of the lease period, the eligible household will present a completed certification form(s) indicating the number of community service hours completed during the lease period. The certification form must be signed by a person in a supervisory position with the certifying organization.

3. The Manager or designee will determine whether the eligible household members have fully complied with the community service requirement. The Manager shall not renew / extend the lease agreement unless the community service requirement has been met by every non-exempt household member. The Houston Housing Authority may grant an exception if the Authority enters into an agreement with the resident (before the end of the lease-period) to permit the non-compliant household member(s) to come into compliance. The agreement will permit the non-compliant household member(s) to make up the deficit number of hours during the subsequent lease period. The make-up hours will be completed in addition to the required eight (8) hours for the new lease period.

4. If any member of the household is not willing to sign the agreement to make up the deficit community service hours, or did not meet the make requirement of a prior lease period agreement, the lease agreement may not be renewed and must be terminated.

5. If the lease agreement is terminated or not renewed, the Houston Housing Authority manager will notify the leaseholder of the noncompliance and that the termination is subject to the Authority's administrative grievance procedures.

I. RELIEF FROM COMMUNITY SERVICE REQUIREMENT

Household members may be relieved from the community service requirement at any time during the lease period by the Houston Housing Authority manager. Relief from this requirement can be granted immediately when the eligible household member presents verification to the manager of one of the following changes:

- Going from unemployment to employment;
- Entering a job training program;
- Entering an education program, which exceeds eight (8) hours monthly.
- Enrollment in a training program or welfare to work program or other economic self-sufficiency activity.
- Verification of disability limitations.
- Reaching 62 years of age.

- Doctor's notice of disability limitation that will prevent the member from performing community service.

J. RESPONSIBILITY FOR MEETING THE COMMUNITY SERVICE REQUIREMENT

a. The Houston Housing Authority Manager or designee may provide information and referrals to non-exempt residents who are responsible to perform community service.

b. The Houston Housing Authority Manager or designee may also provide information to assist the residents in obtaining an exemption from the community service requirement, if applicable.

c. Each non-exempt resident and household member is responsible for complying with the community service requirement. The non-compliance of this requirement by any household member shall be considered a violation of the lease provision and therefore, affects the ability of the entire household to remain eligible for low rent housing assistance.

K. Lease Requirements and Documentation

- The Houston Housing Authority lease may not be renewed or extended if there is noncompliance with the community service requirement. The lease provides for termination and eviction of the entire household for such noncompliance.
- Documentation of compliance or noncompliance will be placed in each resident's file.
- Documentation (evidence) of an exemption to the community service requirement must be placed in the tenant file.

ATTACHMENT A

COMMUNITY SERVICE EXEMPTION

I certify that I am eligible for an exemption from the Community Service Requirement for the following reason:

( ) I am 62 or older

( ) I have a disability which prevents me from working
(Certification of Disability Form will serve as documentation and/or Physician's written statement)

( ) I am working
(Employment Verification form will serve as documentation)

( ) I am participating in a Welfare to Work Program
(Must provide verification letter from agency)

( ) I am receiving TANF and am participating in a required economic self sufficiency program or work activity
(Must provide verification from the funding agency that you are complying with job training or work requirements)

( ) I am a full time student
(Must provide verification letter from school attended)

( ) I serve as an officer of a Resident Council
(Must provide verification of Resident Council Board Election)

_____
Resident

_____
Date

ATTACHMENT B

HOUSTON HOUSING AUTHORITY
COMMUNITY SERVICE REQUIREMENT
CERTIFICATION FORM

DATE: _____

DEVELOPMENT: _____

ADDRESS: _____

_____

RESIDENT NAME: _____ **S/S#:**_____-_____-_____

CLIENT NUMBER: _____

As a condition for receiving housing assistance from the Houston Housing Authority, I am required to contribute 8 hours per month of community service within the community I currently reside in or participate in an economic self-sufficiency program for 8 hours per month. The community service can not be provided for a for-profit organization or business, or a political activity.

My signature gives full authorization to the signatory and organization named in the certification below, to disclose to the Houston Housing Authority, the number of hours, place of work, and type of work that I have contributed in "Community Service" as indicated below.

_____
Signature of Resident

COMMUNITY SERVICE CERTIFICATION

DATE:_____

Organization Name: _____

Organization Address: _____

_____ contributed community service time to this organization during the dates and times indicated below:

DATE	NO. OF HOURS	TYPE OF WORK PERFORMED

I certify that the Resident named above contributed the hours shown above as Community Service to this organization.
If there are any questions, I may be contacted at:_____.
Telephone Number

_____ _____
Name & Title (Supervisor/Manager) Signature

ATTACHMENT C

COMMUNITY SERVICE REQUIREMENT (NON-COMPLIANCE) AGREEMENT

I certify that I am **not in compliance** with the HUD mandated Community Service Requirement of performing eight (8) hours per month of community service (volunteer work) or participating in eight (8) hours of training, counseling, classes or other activities that help me towards self sufficiency and economic independence. I shall work on this deficiency over the next twelve (12) months per the following:

Month(s) / Year	***Service Hours***
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Resident Signature Date

Head of Household Name / Signature Date

Houston Housing Authority Personnel Date

ATTACHMENT D

COMMUNITY SERVICE RESOURCE GUIDE

(Volunteer opportunities which residents may select)

AGENCY	ADDRESS	TELEPHONE	CONTACT NAME
1. Young Men's Christian Association (YMCA)	1600 Louisiana, 2nd Floor	713-758-9211	Jason Prior
2. National Association for the Advancement of Colored People (NAACP)	2002 Wheeler	713-526-3389	Ethea Farahkhan
3. Big Brothers Big Sisters	6437 High Star	713-271-5683 Ext. 117	Mr. Armen Babajaine
4. Boy Scouts of America	1911 Bagby, 77002	713-659-8111	Bob Steward
5. Center on the Family – TSU	3100 Cleburne Ave.,77004	713-313-7870	Dr. Henderson
6. Chinese Community Center	5855 Sovereign Drive, 77036	713-271-6100 Ext. 122	Naimin Chen
7. Covenant House Texas *(must be 21 to volunteer)*	1111 Lovett Blvd., 77006	713-523-2231	Tara House
8. Crossroads	2525 Murworth Drive, 77054	713-394-4300	Narry Spears
9. Associated Catholic Charities	2900 Louisiana, 77006	713-526-4611	Michael Simashied
10. Community Partners	3300 Lyons Ave., 77020	713-222-8788	Ruthie Mitchell
11. Volunteer Houston	3033 Chimney Rock, 77056	713-965-0031	Walter Black
12. Easter Seals	1475 West Gray, 77019	713-526-9717	
13. Families Under Urban & Social Attack	2206 Dowling, 77003	713-651-1470	Ms. Trinell Davis
14. Family Service Center	2702 North Loop West, 77008	713-868-4466 Ext. 122	Leslie Windset
15. Fifth Ward Enrichment Program	4014 Market, 77020	713-229-8353	Fred Garza
16. Housing Training Institute	3333 Fannin, 77004	713-521-3203	Lena Benton
17. Houston READ Commission	5330 Griggs Road, 77021	713-845-2540	Andrea Roberts
18. Neighborhood Centers	4500 Bissonnet, 77401	713-667-9400	Trisha Jolly
19. Houston Area Women's Center	1010 Waugh Drive, 77019	713-528-6798	Mrs. Goodman
20. Volunteer Interfaith Caregivers	9595 Braes Bayou, 77074	713-772-8181	Mary Mcguirre
21. Volunteers of America Texas	7000 Northwest 100, 77092	713-460-0781	Gloria Cisneros
22. Young Women's Christian Association (YWCA)	3621 Willia, 77007	713-868-9922 Ext. 131	Norma Clark
23. LIFE Houston-Infant Emergencies	277 West Gray, 77019	713-528-6044	Liz Walker
24. Target Hunger	2814 Quitman, 77026	713-226-4953	Donna Brownlow
25. Methodist Hospital	6565 Fannin, 77030	713-790-3311	Donna Field

PUBLIC NOTICE

HOUSTON HOUSING AUTHORITY
ANNUAL & FIVE YEAR PLAN AVAILABLE FOR PUBLIC REVIEW

COMMENT DEADLINE: **SEPTEMBER 18, 2006**

The Houston Housing Authority has revised and made available its FY2007 Annual and Five Year Plan for public review and comment. Written comments should be addressed to Mr. Ernie Etuk, President & CEO of the Houston Housing Authority, and must be received at the Houston Housing Authority's Central Office at 2640 Fountainview, Houston, Texas 77057, **no later than 5:00 p.m. CST on September 18, 2006**. All written comments will be carefully reviewed and considered.

The Annual Plan documents will be available for inspection at the Houston Housing Authority's Central Office, located at 2640 Fountainview, 4th Floor, Houston, Texas 77057, from 8:00 a.m. to 5:00 p.m., Monday through Friday. To facilitate public inspection of the Annual Plan, a copy will be available at all City of Houston public libraries and via the Internet at the Houston Housing Authority website, www.housingforhouston.com. beginning August 4, 2006. The Annual Plan will be available for reproduction for a fee at any public library within the City of Houston during their normal business hours. Public housing residents may review the Annual Plan in their development's management office, or by contacting their Resident Council President.

Individuals requesting the Annual Plan documents in larger type, or those requiring an interpreter or assistance with reading the document should contact 504/ADA Administrator, Kathryn Van Nostrand, at least two weeks prior to the requested accommodation. Ms. Van Nostrand can be reached at (713) 260-0528, or by mail at the Houston Housing Authority, 2640 Fountainview, Houston, Texas 77057.

Following the public comment period, the Houston Housing Authority Board of Commissioners will conduct a public hearing regarding the Annual Plan. This public hearing will be held during the Board of Commissioners' regularly scheduled meeting on September 18, 2006, beginning at 4:00 p.m. CST in the 4th floor Boardroom, located at 2640 Fountainview, Houston, Texas 77057. Individuals requesting sign language or an interpreter at the public hearing may contact 504/ADA Administrator Kathryn Van Nostrand prior to September 1, 2006 at (713) 260-0528 or by mail at the Houston Housing Authority, 2640 Fountainview, Houston, Texas 77057.

PUBLIC NOTICE

HOUSTON HOUSING AUTHORITY
ANNUAL & FIVE YEAR PLAN AVAILABLE FOR PUBLIC REVIEW

REVISED PUBLIC HEARING DATE SEPTEMBER 26, 2006 AT 4:00 P.M.

REVISED PUBLIC COMMENT DEADLINE SEPTEMBER 26, 2006 AT 5:00 P.M.

The Houston Housing Authority Board of Commissioners is extending the Public Comment Period for its Five Year and 2007 Annual Plan from September 18, 2006 to September 26, 2006. The Board of Commissioners will conduct a public hearing regarding the Annual Plan during the regularly scheduled meeting on September 26, 2006, beginning at 4:00 p.m. CST in the 4th floor Boardroom, located at 2640 Fountain View, Houston, Texas 77057. Written comments should be addressed to Mr. Ernie Etuk, President & CEO of the Houston Housing Authority, and must be received at the Houston Housing Authority's Central Office at 2640 Fountain View, Houston, Texas 77057, **no later than 5:00 p.m. CST on September 26, 2006**. All written comments will be carefully reviewed and considered.

The Houston Housing Authority made the Annual Plan documents available for public inspection on August 4, 2006. The Annual Plan documents are available at the Houston Housing Authority's Central Office, located at 2640 Fountain View, 4th Floor, Houston, Texas 77057, from 8:00 a.m. to 5:00 p.m., Monday through Friday, at all City of Houston public libraries, and via the Internet at the Houston Housing Authority website, www.housingforhouston.com.

Individuals requiring special accommodations should contact 504/ADA Administrator, Kathryn Van Nostrand, one week prior to the requested accommodation. Ms. Van Nostrand can be reached at (713) 260-0528, or by mail at the Houston Housing Authority, 2640 Fountain View, Houston, Texas 77057.

for S. McCluney, Chief of Staff

Ernie Etuk
President & CEO

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, **Milton Wilson,** Director of the Housing and Community Development Department of the City of Houston, certify that the Houston Housing Authority's Five-Year and Annual PHA Plan is consistent with the Consolidated Plan of Houston, Texas, Harris County, prepared pursuant to 24 CFR Part 91.

Milton Wilson, Director
Housing & Community Development Department
City of Houston

5/25/06
Date

HOUSTON HOUSING AUTHORITY
RESIDENT ADVISORY BOARD

September 19, 2006

Mr. Ernie Etuk, President & CEO
Houston Housing Authority
2640 Fountainview, Suite 400
Houston, Texas 77057

RE: FY2007 COMPREHENSIVE AGENCY PLAN

Dear Mr. Etuk:

This letter is to thank you and your staff for the opportunity to participate in the development of the Houston Housing Authority Comprehensive Five-Year Agency Plan and FY2007 Annual Plan. I am in full agreement with the contents of this Plan and offer my full support.

Thank you for the extra time and effort that your staff took in coming out to Victory Apartments to meet with residents during our Resident Council Meeting to discuss proposed changes. It is this spirit of cooperation and collaboration that will insure Houston Housing Authority's continued success.

Sincerely,

Michael Samson, Sr.
President, Victory Apartments

HOUSTON HOUSING AUTHORITY
RESIDENT ADVISORY BOARD

September 19, 2006

Mr. Ernie Etuk, President & CEO
Houston Housing Authority
2640 Fountainview, Suite 400
Houston, Texas 77057

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Thank you for the extra time and effort that your staff took in coming out to Cuney Homes to meet with residents during our Resident Council Meeting to discuss proposed changes. It is this spirit of cooperation and collaboration that will insure Houston Housing Authority's continued success.

Sincerely,

Diane Sheffield, President
Cuney Homes

HOUSTON HOUSING AUTHORITY
RESIDENT ADVISORY BOARD

September 19, 2006

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Houston Housing Authority
2640 Fountainview, Suite 400
Houston, Texas 77057

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Sincerely,

Dawn Thorne,
President, Bellerive

HOUSTON HOUSING AUTHORITY
RESIDENT ADVISORY BOARD

September 19, 2006

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Houston Housing Authority
2640 Fountainview, Suite 400
Houston, Texas 77057

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Thank you for the extra time and effort that your staff took in coming out to Lincoln Park to meet with residents during our Resident Council Meeting to discuss proposed changes. It is this spirit of cooperation and collaboration that will insure Houston Housing Authority's continued success.

Sincerely,

Charlie Stephens, President
Lincoln Park

HOUSTON HOUSING AUTHORITY
RESIDENT ADVISORY BOARD

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Houston Housing Authority
2640 Fountainview, Suite 400
Houston, Texas 77057

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Sincerely,

Gwendolyn Dotson

Gwendolyn Dotson,
Resident Advisory Board, Cuney Homes

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RESIDENT ADVISORY BOARD

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Houston Housing Authority
2640 Fountainview, Suite 400
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Sincerely,

Veronica DeBoest

Veronica DeBoest,
Resident Advisory Board, Cuney Homes

RESOLUTION NO. 2272

RESOLUTION APPROVING THE HOUSTON HOUSING AUTHORITY'S COMPREHENSIVE FIVE-YEAR AGENCY PLAN AND FY2007 ANNUAL PLAN, WHICH INCLUDES THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY FOR THE LOW-RENT PUBLIC HOUSING PROGRAM AND THE ADMINISTRATIVE PLAN FOR THE HOUSING CHOICE VOUCHER PROGRAM

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) promulgates regulations governing the practices of the Low-Rent Public Housing Program and the Housing Choice Voucher Program; and

WHEREAS, HUD requires that all Public Housing Agencies submit a Comprehensive Five-Year Agency Plan and FY2007 Annual Plan (the Plan) pursuant to the Quality Housing and Work Responsibility Act of 1998 (the Act) and applicable HUD regulations; and

WHEREAS, the Houston Housing Authority (Housing Authority) has revised its Administrative Plan to reflect recent statutory and regulatory requirements related to the Housing Choice Voucher Program; and

WHEREAS, the Act requires that the Housing Authority provide the general public an opportunity to inspect the proposed Plan for a period of not less than 45 days, allow the general public the opportunity for public comment on the proposed Plan, and hold a public hearing to receive any final public comments; and

WHEREAS, the Housing Authority prepared a Comprehensive Agency Plan, which consists of an Annual Plan for FY2007 and Five-Year Plan for FY2007-2011; has complied with the requirements of the 45-day comment and public review period; conducted a public hearing on September 26, 2006; has given consideration to the public comments received; and has prepared the Plan in consultation with the Resident Advisory Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Houston Housing Authority approve and adopt the Comprehensive Five-Year Agency Plan and FY2007 Annual Plan, with all attached documents, including the Admissions and Continued Occupancy Policy, the Public Housing Lease Agreement, and the Housing Choice Voucher Program Administrative Plan. All attachments are incorporated by reference.

RESOLVED FURTHER, that the President and CEO is hereby authorized to implement this Plan and submit it to the U.S. Department of Housing and Urban Development as required by the Quality Housing and Work Responsibility Act of 1998, and applicable HUD regulations.

EXECUTED THIS THE 17 DAY OF OCTOBER, 2006.

(CHAIR)

(SEAL)

ATTEST:

(SECRETARY)

SYNOPSIS OF RESOLUTION NO. 2272

The Quality Housing and Work Responsibility Act of 1998 (the Act) is the first piece of legislation passed by Congress enacting substantial revisions to the laws governing the Public Housing and Section 8 Programs. The Act amends the 1937 Housing Act and requires all public housing agencies to develop a Comprehensive Five-Year Agency Plan and Annual Plan.

The Comprehensive Five-Year Agency Plan and FY2007 Annual Plan (the Plan) must include:

- A statement of needs within the community;
- A statement of the financial resources available to the agency to serve the community;
- The agency's rental policies for both the Public Housing and Section 8 programs;
- The agency's process for addressing the inspection and maintenance issues;
- The agency's grievance procedures;
- A plan for capital improvements;
- A description of the agency's designation of housing for the elderly and disabled;
- An assessment of the buildings that are required to be removed, if the units meet specific criteria specified in the Act;
- A description of the agency's homeownership program;
- A plan for implementing the community work requirement and the safety and crime prevention plan;
- Policies on pet ownership in Public Housing;
- Certification that the agency is in compliance with civil rights laws and the furtherance of fair housing; and
- A statement on how the agency will carry out its asset management functions.

The Act requires that the Houston Housing Authority (Housing Authority) make its proposed Plan available for inspection by the public for a period of not less than forty-five days prior to the date of a public hearing to afford the opportunity for public comments on the proposed Plan. The Authority prepared the Plan; complied with the requirements of a forty-five day public review period; conducted a public hearing on September 26, 2006; gave consideration to public comments received; and in consultation with the Resident Advisory Board, presents the Plan for adoption by the Houston Housing Authority Board of Commissioners. The Plan addresses all areas listed above.

The HUD deadline for submission of the Plan is October 18, 2006. Once approved, the Authority will electronically transmit the Plan to HUD and deliver a copy to the local HUD office in Houston.

HOUSTON HOUSING AUTHORITY

GOALS PROGRESS REPORT
FY2007

1) Increase the availability of decent, safe, and affordable housing:

Expand the supply of assisted housing:
The Houston Housing Authority is working diligently and is on schedule with the planned modernization activities at the following three developments: Clayton Homes; Irvinton Village; and Kelly Village Apartments. The Houston Housing Authority is currently developing a plan to address ADA / 504 compliance issues at its properties. Construction is completed on 716 multi-family Low-Income Tax Credit units (Winkler / 234 units, Pinnacle / 250 units, Uvalde Ranch / 244 units) and the units are now in occupancy.

Increase assisted housing choices:
The Houston Housing Authority initiated a Housing Choice voucher Homeownership Program during FY 2006 and six participants have closed on the purchase of new homes. As a service to the Housing Choice Voucher participants, the Housing Authority offers Mobility Counseling and conducts outreach to attract new landlords into the program through an orientation program and customer service.

Improve the quality of assisted housing:
The Housing Authority is working diligently in partnership with HUD to improve the overall management and operation of its rental assistance programs to the level of high performer status as measured by HUD. Performance is measured through HUD assessment programs that evaluate the physical condition of the public housing units, the organization and accuracy of tenant files, the extent to which the Housing Authority has attained its operational goals, and the accuracy of financial operations. The Housing Authority has implemented a restructure of the organization. The Housing Authority has implemented and moved to a corporate structure to increase the efficiency and effectiveness of its operations in accordance with the new HUD mandated Asset Based Management requirements. The corporate restructure will be fully implemented in 2008. In addition, the Housing Authority has reorganized its Section 8 Program specifically to improve operation performance, and accountability. As we move forward in 2007, the Housing Authority is working jointly with the local HUD offices to implement a Section 8 Improvement Plan to address various operational deficiencies cited in 2005. The Houston Housing Authority is in the process of replacing its Legacy Computer software originally acquired in 1988. The useful life of this software is exhausted and is being replaced with windows-based software for its financial and

programmatic operations. As of June 2004, the financial operations are live and operating in the new software environment. Public Housing and Section 8 Program operations are scheduled to complete the transition to new computer software in late 2006.

2) Improve community quality of life and economic vitality:

The Houston Housing Authority continues to be successful in the development of Low-Income Housing Tax Credit properties in the City of Houston. The properties are occupied using an income tiering system that promotes income mixing which supports deconcentration of poverty.

3) Promote self-sufficiency and asset development of families and individuals:

The Houston Housing Authority applied and was awarded a Family Self-Sufficiency Program for its Public Housing Program to enable its residents to progress toward economic self- sufficiency with assistance of an escrow account or IDA account. The Houston Housing Authority is actively engaged in expanding its partnerships in the community with support service organizations that are willing to assist Houston Housing Authority residents. The Houston Housing Authority is also preparing to apply for federal and non-federal funding for resident current and new self-sufficiency initiatives.

4) Ensure Equal Opportunity in Housing for all Americans

The Houston Housing Authority designs and develops the Tax Credit properties within the requirements of ADA compliance. The Housing Authority is currently in the process of converting 180 accessible units within our existing inventory. Additional units will be made accessible for persons with hearing and vision impairments.

HOUSTON HOUSING AUTHORITY
SECTION 8
HOMEOWNERSHIP PROGRAM

ADMINISTRATIVE PLAN

HOUSTON HOUSING AUTHORITY
HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM
PROGRAM GUIDE

TABLES OF CONTENTS

Program Description
Eligibility Criteria
Income and Employment Requirements
Down payment
Emergency Maintenance Reserve
Family Self Sufficiency Program
Family Self Sufficiency Escrow Account
Pre & Post Purchase Home Buyer Counseling
Maximum Term of Homeownership Assistance
Homeownership Options
Timeframe for Utilization of HCV
Contract for Sale
Seller Information
Home Inspection
Financing
Preferred Lenders
Housing Assistance Payment
Portability
Family Obligations
Termination of Homeownership Assistance
Homeownership Expenses
Selling, Buying Another Home or Refinancing
Mortgage Defaults
Special Provisions for Elderly and Disabled

Appendices
A. Homeownership Step by Step Process Guide
B. Application/Eligibility Assessment Form
C. Certification of Homeownership Eligibility Form
D. Statement of Homeownership Obligation Form
E. Calculation of Housing Assistance Payment Form
F. Examples of Mortgages
G. Homeownership Voucher Form
H. General Authorization for Release of Information Form
I. Service Delivery Flow Chart
J. Payment Standards 02/11/05

HOUSTON HOUSING AUTHORITY
HOUSING CHOICE VOUCHER HOMEWONERSHIP PROGRAM
PROGRAM DESCRIPTION

ELIGIBILITY CRITERIA

To qualify for the homeownership option a participant must be a:

Housing Choice Voucher (HCV) holder

- Houston Housing Authority resident who is lease-compliant and meets the Authority's eligibility criteria for a homeownership referral

The participant also must meet the criteria outlined below:

1) A participant must be continuously employed full-time for a minimum of 12 months prior to application for homeownership option (except elderly & disabled participants).

2) A participant must be a first-time homebuyer or may not have owned a home during the three years before commencement of homeownership assistance (except for a custodial parent displaced because of divorce or domestic violence) and no family member may have a present interest in any real estate or second residence during the homeownership assistance period.

3) A participant must earn a minimum of $10,300 in wages, and/or self-employment income annually. For participants who are elderly and/or disabled, welfare assistance, social security or disability income may count. The minimum annual income for elderly and/or disabled participants is $6,624.

4) A participant must continue to meet the eligibility requirements for the Housing Choice Voucher program.

5) A participant must be in full compliance with his/her lease and program requirements and must terminate his/her current lease arrangement in compliance with the lease. If lease will be terminated early the client must submit a Mutual Rescission form signed by client and rental landlord. If client is unable to get the mutual rescission form signed, they are required to complete their lease agreement.

6) A participant must enroll and successfully complete a pre-purchase counseling program conducted by a Houston Housing Authority-designated Home Buyer Education Program before being granted the Homeownership Voucher.

7) A participant must enroll in a post-purchase counseling program conducted by a Houston Housing Authority-designated Home Buyer Counseling Agency.

In a program like this, there are other requirements as well. Purchasing a home is never easy; it takes perseverance and patience.

Upon Houston Housing Authority's determination of the applicant's initial eligibility, a Homeownership Eligibility Certificate will be issued. A copy of the certificate will be provided to the housing counseling agency that will assist the applicant in purchasing a home. The Homeownership Eligibility Certificate does not guarantee that the applicant will be able to purchase a home; it merely specifies that the applicant can begin the process leading to the purchase of a home. The Homeownership Eligibility Certificate will also signify the amount of the housing assistance payment benefit the recipient is entitled to receive, the unit size and timeframe for completion of the home purchase.

INCOME AND EMPLOYMENT REQUIREMENTS

Participant head of household or spouse must have a minimum annual income of $10,300 and have been continuously employed for a minimum of 12 months. However, the eligible participant must also meet the income and employment requirements established by the lender for a mortgage loan. The participant must remain employed during the term of homeownership assistance. If employment termination should occur, the participant will receive referral assistance to agencies to help in obtaining new employment. Evidence of employment search must be provided. The participant has six (6) months to seek and find employment, unless otherwise approved by the Authority. The minimum employment requirement may be waived for participants who are head of household and elderly and/or disabled. Household income must come from sources other than welfare assistance. Income from self-employment will be considered toward meeting the eligibility threshold.

However, welfare assistance income of an elderly participant – head of household aged 62 years plus or disabled participant – a family whose head or spouse is elderly or disabled – shall count in determining whether the family has the minimum income to qualify for homeownership assistance, as long as they will own the home.

If a participant or spouse is able to demonstrate that they have been pre-qualified for financing or pre-approved, the minimum annual income is waived. However, the participant must have a minimum annual income of $10,300 at the time the family begins receiving assistance. The pre-qualified/pre-approved financing must meet Houston Housing Authority's requirement for financing the purchase of the home (including qualification of lenders and terms of financing).

DOWNPAYMENT

Participants must make a minimum downpayment of 3% of the purchase price of the home. At least 1% of the downpayment must come from personal savings but not less

than a minimum of $500. The balance of the downpayment may be advanced from the FSS escrow account, gifts, or other sources.

In lieu of paying a monthly homeownership assistance payment for the participants, the Houston Housing Authority can authorize the use of a downpayment grant for the payment of reasonable and customary closing costs (except an FHA mortgage loan which is subject to FHA mortgage insurance requirements, including any requirements concerning closing costs).

FAMILY SELF SUFFICIENCY (FSS) PROGRAM

Participants are encouraged to enroll in the Family Self Sufficiency Program. The homeownership option may be designated as a goal in the individual self-sufficiency plan developed by the participant and FSS Coordinator. The plan will include but not be limited to credit repair, savings goals, and referral to homebuyer education and counseling program. During quarterly monitoring meetings/mail-outs, the FSS coordinator will discuss any issues regarding homeownership; ascertain home repair needs and status of payment and saving goals, etc.

FAMILY SELF SUFFICIENCY (FSS) ESCROW ACCOUNT

FSS Escrow may be advanced for downpayment assistance and/or home maintenance and improvement purposes. However, a participant must meet the criteria established by the Houston Housing Authority FSS Program for withdrawal. All requests will be examined on a case by case basis.

Upon graduation from the FSS program, all escrow balances shall be given to the participant.

PRE - & POST- HOME BUYER COUNSELING

Upon acceptance into the Homeownership Program, the participant will be referred to a homebuyer education and counseling program offered by a designated Houston Housing Authority partner. The program should include a minimum of 8 hours of training and one-on-one counseling. The homebuyer education and counseling program will be offered in both English and Spanish.

Pre-Purchase Counseling

Pre-purchase counseling shall include but not be limited to the following:

- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;

- How to obtain homeownership financing and pre-approvals including description of the types of financing available and the pros and cons of these various financing mechanisms;
- How to find a home, including information about homeownership opportunities, schools and transportation in the City of Houston;
- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such an area;
- Information on fair housing including fair housing lending and local fair housing enforcement agencies, and state and federal truth-in-lending laws;
- How to identify and avoid loans with oppressive terms and conditions (predatory lending);
- Homebuyer pre-qualification;
- One-on-one homebuyer counseling and assistance to become "mortgage ready";
- Home maintenance;

Post-Purchasing Counseling

Post-purchase counseling shall include but not be limited to the following:

- Annual post-purchase counseling session by FSS staff and/or credit counseling agency for a two-year period after closing;
- Quarterly finance check-ups, for a 2 year period after closing;
- Periodic workshops on home repairs and maintenance including do-it-yourself home repairs, energy conservation, gardening, contractor selection and savings and investment options;
- Rapid Response Systems for mortgage delinquencies including mortgage default counseling and early intervention counseling. The lender and/or participant will notify the Houston Housing Authority of any and all late payments within 10 days of payment delinquency.
- If post-purchase counseling is provided by an outside agency, certificate of completion is required.

MAXIMUM TERM OF ASSISTANCE

The maximum term of homeownership assistance shall be 15 years for mortgage terms greater than or equal to 20 years. In all other cases the maximum assistance term of 10 years. This maximum term does not apply to an elderly (62 years plus) family or a disabled family. In the case of an elderly/disabled family, this exception only applies if the family qualifies at the commencement of homeownership assistance. If during the course of homeownership the family ceases to qualify as elderly or disabled, then the maximum term applies but the family will be provided at least 6 months of homeownership assistance after the term expires.

SPECIAL PROVISIONS FOR THE ELDERLY AND DISABLED

As stated above for a family whose head of household or spouse is elderly or disabled the special provisions are as follows:

- Household income from welfare assistance, social security, disability benefits, etc., shall be considered in meeting the income requirement for participating in the homeownership program, if that person will own the home.
- Employment requirement may be waived.
- There is no maximum term of assistance as long as the family is classified and elderly and/or disabled.
- Handicapped assistance expenses for attendant care and auxiliary apparatus will be considered when calculating the Housing Assistance Payment.
- Additional funding may be available for auxiliary apparatus to be installed in the new home.
- Minimum annual income is $6,624.

The Houston Housing Authority will also seek to provide referrals to agencies providing down payment and closing cost assistance for the Homeownership Program.

HOMEOWNERSHIP OPTIONS

Under the homeownership option a participant may purchase the following:

- Single-Family House (single-family detached or townhouse)
- Condominium
- Shares in a Cooperative
- Manufactured Homes

Multi-Family dwellings (2 or more units) do not qualify under this program.

Lease-to-purchase agreements are considered rental property and subject to the normal tenant-based HCV program rules. The family will be subject to the homeownership requirements at the time the family is ready to exercise the homeownership option under the lease-to-purchase agreement.

The participant must obtain and maintain flood insurance for units in special flood hazard areas.

Home must be under construction before contract is entered into.

A listing of Approved Realtors will be provided to the Housing Choice Voucher Participants. Approved Realtors are defined as Realtors who have attended the Houston Housing Authority Realtor Orientation workshop and have received a Certificate of Completion.

TIME FRAME FOR UTILIZATION OF THE VOUCHER

A new voucher holder shall have 90 days from the date of issuance of a Homeownership Eligibility Certificate to find a home and to execute a "Residential Sales Purchase Agreement" with the seller. Additionally, the new voucher holder shall have 90 days after identification of the home to close on home.

If a qualified participant is unable to enter into a purchase agreement before the end of the 90 days, the participant will be provided with an additional 30 days to utilize the HCV voucher for homeownership or enter into a rental agreement.

CONTRACT FOR SALES

The participant must enter into a residential sales contract with the seller and provide a copy to the Houston Housing Authority. The residential sales contract must:

A) Specify the purchase price and other terms of sale by seller.
B) Provide that the purchaser will arrange for a pre-purchase HQS inspection.
C) Provide that the purchaser shall arrange for a 3rd party Professional inspection that must be conducted by a certified housing inspector.
D) Provide that the purchaser is not obligated to pay for any necessary repairs.
E) Provide that the purchase price is subject to appraisal.
F) Provide that the purchaser shall have not less than 30 days to secure financing.
G) Contain a certification form the seller that he or she is not debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

The contract for sale should, at a minimum, include language consistent with the standard Texas residential sales contract. The participant should consider obtaining legal counsel to review the contract.

SELLER INFORMATION

The Houston Housing Authority may deny approval of a seller for any reason provided or disapproval of an owner under the voucher rental program regulations. These reasons include: violations of the housing assistance payment (HAP) contract; committing fraud; bribery; or any other corrupt or criminal acts in connection with an Federal housing program; engaging in drug-related or violent criminal activity; non-compliance with HUD's housing quality standards (HQS); failing to meet State of local housing codes; and failure to pay State of local real estate taxes, fines, or assessments.

HOME INSPECTION

Upon receipt of an executed residential sales contract, the Houston Housing Authority shall arrange for and conduct a Housing Quality Standard (HQS) Inspection. The Authority will conduct the HQS Inspection within 3 to 5 days business days from the date of the request by the participant.

Subsequently, the participant, at his/her cost, must also secure a licensed independent home inspector to perform a visual inspection and produce a written report on the condition of the property. The purpose of this inspection is to determine major system defects that require repairs.

After completion of the HQS and independent home inspections, the Houston Housing Authority will review the written inspection report and issue a letter qualifying or disqualifying the home. Any repairs deemed necessary by the HQS inspector must be completed before closing on the mortgage at the seller's expense.

Newly constructed homes must be inspected before the closing on the purchase. The purchase contract must clearly indicate that executions of the "Residential Sales Purchase Agreement" with the seller shall be subject to final inspection due approval of the Houston Housing Authority.

HOMEOWNERSHIP EXPENSES

Homeownership expenses shall include:

- Principal and interest payments;
- Mortgage insurance premiums (if applicable);
- Utility allowance (same as the rental program);
- Property taxes;
- Land lease payments (must have right to occupy the site for a period of at least forty years and the home must have a permanent foundation);
- Home maintenance warranty policy (usually about $500 per year)
- Expenses to improve the home to accommodate disabled persons and/or meet the Housing Quality Standards will be eligible and included in the purchase price on the home.

Cooperative homeownership expenses which may include cooperative charges under the cooperative occupancy agreement including payment for taxes and public assessments

FINANCING

Participants must secure their own financing. The participant may not secure a mortgage with a balloon payment or an adjustable rate mortgage. Seller financing is not permitted unless the seller is a not-for-profit organization approved by the Houston Housing

Authority. Lender qualifications, terms and fees must be approved by the Authority before closing on a loan.

Under the HCV homeownership program the income of a family member living in the unit may be included in calculating qualifying income along with the participant/applicant, as long as that family member has been an occupant of the household one year prior to homeownership application. However, only the HCV holder may hold the title to the property.

The proposed financing terms must be submitted to and approved by the Public Housing Agency prior to close of escrow. The PHA shall determine the affordability of the family's proposed financing. In making such determination, The PHA may take into account other family expenses, including but not limited to child care, un-reimbursed 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 The PHA. If a mortgage is not FHA-insured, The PHA will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/FHA, Ginnie Mae, Fannie Mae, Freddie Mac, California Housing Finance Agency (CHFA), USDA Rural Housing Services, the Federal Home Loan Bank, or other private lending institution.

PAYMENT – HOUSING ASSISTANCE PAYMENT (HAP) SUBSIDY

The Houston Housing Authority shall make the Housing Assistance Payment directly to the lender via direct deposit. The participant may be required to pay their mortgage payment to the lender via electronic withdrawal from the participant's bank account. If required, the participant must establish a bank account that permits electronic withdrawal, of the mortgage payment by the lender on the due date. The Authority will deposit its portion in the account on the same date.

The monthly homeownership housing assistance payment is equal to the lower of:

- Payment standard minus family total tenant payment (TTP).
- Family's monthly homeownership expense minus family TTP.

The payment standard for the homeownership program is the same as for the housing choice voucher program. The payment standard for the family at commencement of homeownership assistance is the lower of:

- The payment standard for the family unit size.
- The payment standard for the size of the home.

The payment standard for a homeownership family does not decrease after homeownership assistance commences. The payment standard is the greater of (1) the

payment standard at commencement of homeownership assistance for occupancy of the home, or (2) the payment standard at the most recent regular re-examination of family income and composition.

The family total tenant payment is the same for homeownership families. TTP is the greatest of:

- Thirty (30) percent of adjusted monthly income.
- Ten (10) percent of gross monthly income.
- Minimum rent established by the Houston Housing Authority and contained in the administrative plan.

After the homeownership housing assistance payments begin, the Houston Housing Authority will annually reexamine family income and composition and make appropriate adjustments to the amount of the monthly housing assistance payment.

Sample Calculation of the Monthly Housing Assistance Payment

Calculation 2

Monthly Homeowner Expenses	
Mortgage (P&I)	$1,000
Taxes	100
Insurance	100
Condo Association Fees	-0-
Private Mortgage Insurance	100
Handicapped Assistance Expenses*	-0-
Utility Allowance	185
Total	$1,380
Minus Total Tenant Payment	577
Housing Assistance Payment	**$ 803**

*Handicapped Assistance Expenses includes eligible expenses for attendant care and auxiliary apparatus for a disable family member. The estimated HAP will be calculated by the Houston Housing Authority and provided on the Determination of Eligibility for Homeownership Form)

The PHA will provide the lender with notice of the amount of the housing assistance payment prior to close of escrow and will pay the PHA'S contribution to the lender. The family will be responsible to submit the entire mortgage payment to the lender unless the lender requires direct payment of the PHA'S contribution.

FAMILY SHARE

The Homeownership family is responsible for all homeowner's expenses not covered by the HAP payment. For instance, if the monthly homeownership expenses exceed the payment standard, the family is responsible for paying the difference in addition to the required TTP.

FAMILY OBLIGATION

A participant must sign and abide by the Homeowner Obligation Agreement. (See Statement of Homeowner's Obligation in Appendix)

SELLING, BUYING ANOTHER HOME OR REFINANCING

A homeownership participant may sell their home and return to the rental program as long as there has not been a foreclosure on a FHA mortgage within the regular rules, policies and regulations of the Housing Choice Voucher Program.

A homeownership participant may also sell their home and purchase another as long as there has been no mortgage default. A decision to sell a home must first be approved by the Houston Housing Authority.

A homeownership participant may also refinance their home; however, financing terms and conditions must be approved by the Houston Housing Authority before loan closing. Proceeds received from refinancing may be considered as income.

MORTGAGE DEFAULTS

In the event of mortgage default and the family is dispossessed from the home pursuant to a judgment of order of foreclosure on a FHA-insured mortgage, a homeowner will be denied continued assistance under the homeownership program. However, the Houston Housing Authority may consider mitigating circumstances in determining whether to provide a family with rental assistance after a mortgage default. The participate must sign an agreement to share information and documents pertaining to the mortgage and homeownership program. If a participant is delinquent in making a payment, the Authority will refer the participant to the appropriate counseling agency to help resolve this matter in a timely fashion. The counseling agency, along with staff from the FSS Program, will then ascertain the circumstances that led to the default and develop a corrective strategy for the participant.

The Houston Housing Authority may consider mitigating circumstance in determining if a participant may continue assistance under the rental program in the event of mortgage default on a loan other than a FHA-insured loan.

PORTABILITY

While the majority of the participants will purchase a home within the City of Houston, the participant may purchase a home anywhere in the United States. The receiving Public Housing Authority must also be administering a HCV homeownership program and accepting new homeownership families. The receiving PHA may absorb the homeownership family or bill the Houston Housing Authority for the homeownership housing assistance using the normal portability billing process.

Portability recommended only if client has no late payments, is in good standing with HCV Program and has lived in the unit more than 24 months. (Emergencies will be handled on a case by case basis).

TERMINATION OF HOMEOWNERSHIP ASSISTANCE

The participant *may* be terminated from the homeownership assistance program for the following reasons: Criminal activity by family members or visitors (drug-related or violent criminal activity; Failure to comply with Homeowner Obligation Agreement (See Appendix); Total Tenant Payment (TTP) exceeds the fair market rent (FMR) (note: eligibility will continue for six month after the TTP exceeds the FMR); Illegal weapons possession by any household member; Fraud in connection with this program or any other federal program.

Upon the participant's termination the lender is notified that the Houston Housing Authority will cease making payments.

STEP BY STEP GUIDE TO THE HOUSTON HOUSING AUTHORITY HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM

Step 1 Applicant notifies Special Programs that they are interested in the Homeownership Program. Applicant is encouraged to enroll in the Houston Housing Authority Family Self Sufficiency Program (FSS), but not required. If currently enrolled in FSS, applicant notifies FSS coordinator of his/her interest in homeownership. FSS Coordinator gathers pre-screening information, i.e. length of employment and informs the participant of the next homeownership orientation.

Step 2 Applicant attends an initial homeownership orientation that covers overview of program, basic homeownership, homebuyer document checklist, opportunity neighborhoods, review of general underwriting criteria etc. (Note: will be conducted in cooperation with homebuyer counseling agency)

If applicant wishes to proceed the applicant will be required to complete an application, submit copies of bank statements of their savings accounts, employment information (1 year of continuous employment and earnings. The applicant will also be given referrals to get copies of their 3 credit reports and submit them to the FSS Coordinator within 30 days.

Step 3 The Coordinator reviews application, employment information, credit report and savings. If deemed feasible to proceed, an appointment is scheduled with the coordinator. The applicant is given a Certification of Eligibility, Housing Voucher, Copy of Homebuyer Obligation Agreement, and referral form to a Housing Counseling Agency.

Step 4 Applicant completes Homebuyer Education Program (12-16 hours of training). Upon completion a certificate of completion is issued and the applicant receives one-on-one counseling. If the applicant is ready the homebuyer counseling agency issues a mortgage pre-qualification and refers the client to low cost or pro-bono legal assistance. Client pays any and all attorney fees.

A purchase/mortgage readiness status is determined and forwarded to the FSS Coordinator by the mortgage counselor, i.e. ready to purchase, needs down payment assistance, long term needs 6 months or longer to address issues identified; short term needs 3 to 6 months to address issues.

The Coordinator files certification and identifies participant as “in process of securing financing and seeking a home”.

If mortgage not ready, then go to Step 5. If mortgage ready go to Step 6.

Step 5 Applicant and mortgage counselor will develop an action plan to become mortgage ready, i.e. credit repair, savings club, employment, etc. Applicant also incorporates plan into the FSS plan during the next scheduled counseling session. If not FSS client, an action plan is developed for applicant incorporating the mortgage counselor's action plan.

Step 6 If mortgage ready, applicant identifies lender and seeks pre-approval.

Lender(s) issue denial or approval subject to appraisal and title commitment before the applicant selects a home. Applicant obtains a pre-approval letter from the lender(s) outlining the terms of the loan and forwards to the Coordinator.

The Coordinator reviews the terms and conditions from the lender and issues a written approval or denial of lender terms to the applicant. If approved, the applicant may proceed.

Step 7 If applying for a second mortgage bank should forward that information to the Houston Housing Authority also.

Step 8 Upon pre-approval of the first and second mortgage the applicant shops for a home to buy.

A real estate brokers and attorneys list is provided upon request and/or applicant is apprised of properties that are currently available through partnering not-for-profit organizations.

Step 9 Applicant finds a home and executes a residential purchase agreement subject to HQS Inspection, home inspection and securing a commitment for financing. Applicant forwards the contract to Coordinator so an HQS Inspection request can be made.

Step 10 The HQS Inspector renders an opinion on HQS. If repairs and/or improvements are deemed necessary, the HQS Inspector prepares a report and forwards a copy to the Coordinator. If desired, the seller (owner) has ten days to make repairs to the home. Upon completion of repairs the HQS Inspector will re-inspect the home. If failed HQS, applicant must find another home.

Step 11 If HQS is approved, applicant orders an Independent Home Inspection selected by them.

Applicant receives Independent Home Inspection and decides to proceed. Applicant must forward copy of Home Inspection to Coordinator. A HAP Voucher is prepared and forwarded to the Applicant for the Lender.

Step 12 Applicant forwards contract to the lender. An appraisal is ordered and lender (s) completes underwriting.

Step 13 Lender issues final loan commitment and closing is scheduled. Applicant notifies the Coordinator.

Step 14 Applicant closes on the first and, if necessary, second mortgage. At the closing, the Applicant executes the Home Buyer Obligation Agreement and, if necessary, establishes a checking account for electronic withdrawal of the monthly mortgage payment.

Step 15 The Houston Housing Authority sends HAP payment to the mortgage lender via electronic check depending on the loan.

Step 16 Homeowner makes automatic debit payments to the mortgage lender.

Step 17 Homeowner is assigned to a post-purchase counseling agency and attends quarterly counseling session and workshops as designated by the post-purchase counseling agency for 2 years.

Step 18 Annual post-purchase counseling is conducted by the post-purchase counseling agency and/or coordinator.

Step 19 The Houston Housing Authority conducts annual reexamination of the homeowner's income and family composition to determine appropriate payments and make adjustments as necessary.

Step 20 HAP maintains a record of participants and provides requested data to HUD.