

# **PHA Plans**

## **Streamlined Annual Version**

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

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

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

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

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## **Streamlined Annual PHA Plan for Fiscal Year: 2008**

**PHA Name: The Housing Authority of the City of  
Dawson**

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

## Streamlined Annual PHA Plan Agency Identification

**PHA Name:** The Housing Authority of the City of Dawson    **PHA Number:** GA067

**PHA Fiscal Year Beginning: (mm/yyyy)** 10/2008

**PHA Programs Administered :**

**Public Housing and Section 8**     **Section 8 Only**     **Public Housing Only**  
 Number of public housing units:                      Number of S8 units:                      Number of public housing units: 116  
 Number of S8 units:

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

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

**PHA Plan Contact Information:**

Name: Jean Highsmith                                      Phone: (229) 995-2675  
 TDD: 800-255-0135    Email (if available): dawsonha@windstream.net

**Public Access to Information**

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

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

**Display Locations For PHA Plans and Supporting Documents**

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection.     Yes     No.

If yes, select all that apply:

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

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

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

**Streamlined Annual PHA Plan**  
**Fiscal Year 2008**  
[24 CFR Part 903.12(c)]

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

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

**A. PHA PLAN COMPONENTS**

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

Attachment A: Updated Management Plan for Section 8 Rural Development ga067a01  
Attachment B: Deconcentration and Income Mixing ga067b01  
Attachment C: Resident Advisory Board Membership ga067c01  
Attachment D: FY2007 Capital Fund Program Performance/Evaluation Report ga067d01  
Attachment E: Definition of Substantial Deviation and Significant Amendment or Modification ga067e01  
Attachment F: Updated ACOP ga067f01

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

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

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

**Form HUD-50070, *Certification for a Drug-Free Workplace:***

**Form HUD-50071, *Certification of Payments to Influence Federal Transactions;*** and

**Form SF-LLL & SF-LLLa, *Disclosure of Lobbying Activities.***

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

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

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

**A. Site-Based Waiting Lists-Previous Year N/A**

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to B.

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

2. What is the number of site based waiting list developments to which families may apply at one time?
3. How many unit offers may an applicant turn down before being removed from the site-based waiting list?
4.  Yes  No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

**B. Site-Based Waiting Lists – Coming Year N/A**

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

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

2.  Yes  No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?  
If yes, how many lists?
3.  Yes  No: May families be on more than one list simultaneously?  
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- PHA main administrative office
  - All PHA development management offices
  - Management offices at developments with site-based waiting lists
  - At the development to which they would like to apply
  - Other (list below)

## **2. Capital Improvement Needs**

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

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

### **A. Capital Fund Program**

1.  Yes  No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
2.  Yes  No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

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

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

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

<b>HOPE VI Revitalization Grant Status</b>	
a. Development Name:	
b. Development Number:	
c. Status of Grant:	
	<input type="checkbox"/> Revitalization Plan under development
	<input type="checkbox"/> Revitalization Plan submitted, pending approval
	<input type="checkbox"/> Revitalization Plan approved
	<input type="checkbox"/> Activities pursuant to an approved Revitalization Plan underway

3.  Yes  No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?  
If yes, list development name(s) below:
4.  Yes  No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:
5.  Yes  No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

**3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program**  
(if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

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

2. Program Description:

a. Size of Program

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

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

b. PHA-established eligibility criteria

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

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

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

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

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

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

### **Intent to Use Project-Based Assistance**

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

1.  Yes  No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:
  - low utilization rate for vouchers due to lack of suitable rental units
  - access to neighborhoods outside of high poverty areas
  - other (describe below:)
2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

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

[24 CFR Part 903.15]

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

1. Consolidated Plan jurisdiction: State of Georgia

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

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

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

- State provides technical assistance upon request

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

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

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;</i>	5 Year and Annual Plans
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual Plans
	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
X	Results of latest Public Housing Assessment System (PHAS) Assessment (or	Annual Plan: Management

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
	other applicable assessment).	and Operations
	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types <input type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
X	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs <input checked="" type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
X	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

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

<b>Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> The Housing Authority of the City of Dawson			<b>Grant Type and Number</b> Capital Fund Program Grant No: GA06P06750108 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> 2008
<input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:    )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$45,845			
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$30,000			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$96,326			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$172,171			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				



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

<b>Annual Statement/Performance and Evaluation Report                      Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)                      Part III: Implementation Schedule</b>							
PHA Name: The Housing Authority of the City of Dawson			Grant Type and Number Capital Fund Program No: <b>GA06P06750108</b> Replacement Housing Factor No:			Federal FY of Grant: 2008	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	9/30/2010			9/30/2011			
GA67-08	9/30/2010			9/30/2011			

## 8. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b>					
<b>Part I: Summary</b>					
PHA Name The Housing Authority of the City of Dawson				<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2009 PHA FY: 2009	Work Statement for Year 3 FFY Grant: 2010 PHA FY: 2010	Work Statement for Year 4 FFY Grant: 2011 PHA FY: 2011	Work Statement for Year 5 FFY Grant: 2012 PHA FY: 2012
GA067-01 GA067-02 GA067-07 GA067-08	Annual Statement	\$34,184 \$100,770	\$134,954	\$134,954	\$134,954
1406 Operations		\$17,217	\$17,217	\$17,217	\$17,217
1430 A/E Fees		\$20,000	\$20,000	\$20,000	\$20,000
CFP Funds Listed for 5-year planning		\$172,171	\$172,171	\$172,171	\$172,171
Replacement Housing Factor Funds					





**HOUSING AUTHORITY OF THE CITY OF DAWSON**  
**MANAGEMENT PLAN**  
**FOR**  
**SECTION 8 RURAL DEVELOPMENT PROPERTIES**

**PREPARED MARCH 1, 2005**

Updated February 19, 2008

This Management Plan defines the Housing Authority of the City of Dawson's policies for the operation of its Section 8 Rural Development properties, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

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## **1.0 FAIR HOUSING**

It is the policy of the Housing Authority of the City of Dawson to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; Rural Development and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, sexual orientation, marital status, age, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Housing Authority of the City of Dawson's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide Federal/State/local information to applicants/residents of the Rural Development Section 8 housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

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

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability.

This policy clarifies how people can request accommodations and the guidelines the Housing Authority of the City of Dawson will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

### **2.1 COMMUNICATION**

Any request for Reasonable Accommodation must be in writing and must specify the accommodation desired.

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

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

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

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

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

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

The Housing Authority of the City of Dawson will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Housing Authority's business is housing.
  2. If the request would alter the fundamental business that the Housing Authority conducts, that would not be reasonable. For instance, the Housing Authority would deny a request to have the Housing Authority of the City of Dawson do grocery shopping for a person with disabilities.
  3. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is he/she needs; however, the Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority's programs or services.

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

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

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

### **3.0 RIGHT TO PRIVACY**

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

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

## **4.0 REQUIRED POSTINGS**

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

- A. Statement of Policies and Procedures governing the Management Plan
- B. A listing of all the developments by name, address, number of units, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- C. Income Limits for Admission
- D. Utility Allowance Schedule
- E. Current Schedule of Routine Maintenance Charges
- F. Dwelling Lease
- G. Grievance Procedure
- H. Fair Housing Poster
- I. Equal Opportunity in Employment Poster
- J. Any current Housing Authority Notices

## 5.0 TAKING APPLICATIONS

Families wishing to apply for the Rural Development Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted on 2<sup>nd</sup> and 3<sup>rd</sup> Thursday of each month from 9:00 AM to 4:30 PM at:

**Housing Authority of the City of Dawson  
553 Lemon Street, NE  
Dawson, Georgia 31742**

The Authority provides the application and lease in both English and Spanish. In addition the Authority has arrangements with the local public school system to provide translation services upon request.

All admissions to Rural Development Section 8 housing shall be made on the basis of a written application in such form as the Authority shall prescribe. The Application for Admission shall constitute the basic legal record of each family applying for admission and shall support the Authority's determinations of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded.

This includes verifications of income and family composition and such other data as may be required. The following conditions shall govern the taking and processing of applications.

1. The Authority shall not discriminate based upon race, color, creed, religion, national origin, sex, sexual orientation, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.
2. Applications for housing will be in writing on a form provided by the Housing Authority. Authority staff will complete the application and all related forms based on information provided by the applicant. The applicant shall sign and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Authority reserves the right to require the signature of any or all-adult members of the applicant household.
3. Any changes to the application are to be made by drawing a single line through the original entries and entering the correct data. The reason and

authority for each change shall be noted in the record, which shall be dated and initialed by the person making the change.

4. Applicants will be required to submit verification documentation as part of the application process. Applicants will be given a list of required verifications at the time of their interview with Housing Authority personnel for the purpose of determining eligibility.
5. Applicants who provide all required verification documentation will be placed on the waiting list based on the family's verified preference and the date and time all verifications and completed application were received by the Housing Authority. Application shall be considered complete when all required verifications are received and all application questions are completed. No blanks shall be left on the application. The application shall be signed by the applicant and designated Housing Authority staff person.
6. The Authority reserves the right to establish times for taking applications, including by appointment. The Authority staff may at its discretion provide for application interviews outside normal hours when necessary.
7. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change.
8. The Authority shall, on a continuous basis, purge the application pool of applicants no longer actively seeking housing. Normally, this shall be performed by removing applicants who fail to notify the office of continued interest in a housing assignment. It shall be the sole responsibility of the applicant to contact the Authority by phone or in person to update the information contained in the application for admission every three months. All contacts by applicants will be noted on a log attached to the application, and changes if any will be noted as stated in Section 3 above. Applications with no contact noted for a period of over three months will be removed to the inactive file.
9. The Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development and Rural Development audit requirements.

## **6.0 ELIGIBILITY FOR ADMISSION**

### **6.1 INTRODUCTION**

There are five eligibility requirements for admission to Rural Development Section 8 housing:

- A. Qualifies as a family.
- B. Has an income within the income limits.
- C. Meets citizenship/eligible immigrant criteria.
- D. Provides documentation of Social Security numbers.
- E. Sign consent authorization documents.

In addition to the eligibility criteria, families must also meet the Housing Authority of the City of Dawson screening criteria in order to be admitted to Rural Development Section 8 housing.

### **6.2 ELIGIBILITY CRITERIA**

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

- b. Two or more persons who are at least 62 years of age living together; or
    - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
  - 3. A **near elderly family**, which is:
    - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
    - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
    - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
  - 4. A **disabled family**, which is:
    - a. A family whose head, spouse, or sole member is a person with disabilities;
    - b. Two or more persons with disabilities living together; or
    - c. One or more persons with disabilities living with one or more live-in aides.
  - 5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
  - 6. A **remaining member of a resident family**.
  - 7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family.
- B. Income eligibility
  - 1. Income limits apply only at admission and are not applicable for continued occupancy.
  - 2. A family may not be admitted to the Rural Development Section 8 housing program from another assisted housing program (e.g., resident-

based Section 8) or from a public housing program without meeting the income requirements of the Rural Development Section 8 housing program.

3. Income limit restrictions do not apply to families transferring within our Rural Development Section 8 housing Program.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exceptions noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the non-citizen rule.)
  - c. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 3 months of age and older must provide a Social Security card or documentation they have applied for one.

E. Signing ConsentForms

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

2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD, rural Development or the Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. A provision authorizing HUD, Rural Development or the Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD or Rural Development to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

### **6.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the Rural Development Section 8 housing lease. The Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  1. History of meeting financial obligations, especially rent;
  2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;

3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other residents or staff or cause damage to the property;
  4. History of disturbing neighbors or destruction of property;
  5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom; and
  6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of all adult household members;
  2. A rental history check of all adult family members;
  3. Criminal backgrounds check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Housing Authority may require the applicant and other household members to contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
  4. Home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
  5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to Rural Development Section 8 housing.

#### **6.4 GROUND FOR DENIAL**

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

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

- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from Rural Development Section 8 housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a Rural Development Section 8 housing property, public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

## **6.5 PROTECTION OF VICTIMS OF DOMESTIC VIOLENCE**

Incidents of domestic violence, dating violence, or stalking shall not be good cause for denying victims access to or termination from the Section 8 Rural Development Program or for terminating a lease held by a victim of such violence.

Within fourteen days upon request by the Authority, victims of domestic violence, dating violence, or stalking must certify via a HUD approved certification form their status as victims and that the incident in question was a bona fide incident of domestic violence, dating violence, or stalking by presenting appropriate documentation to the Authority. The fourteen day timetable may be extended by the Authority. Victims of domestic violence, dating violence, or stalking may satisfy the certification requirements by:

- Providing documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation; or,
- Producing a Federal, State, tribal, territorial, or local police or court record.

At its discretion the Authority may provide benefits to a victim of domestic violence, dating violence, or stalking based solely on the victim's statement or other corroborating evidence.

**Nothing prevents a victim who has committed a crime or violated a lease from being evicted.**

#### **6.6 *RESTRICTIONS ON ASSISTANCE TO STUDENTS ENROLLED IN AN INSTITUTION OF HIGHER EDUCATION***

No assistance shall be provided to any individual who:

- (a) Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
- (b) Is under 24 years of age;
- (c) Is not a veteran of the United States military;
- (d) Is unmarried;
- (e) Does not have a dependent child; and,
- (f) Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Housing Act.

#### **6.7 *INFORMAL REVIEW***

- A. If the Housing Authority determines that an applicant does not meet the criteria for receiving Rural Development Section 8 housing assistance, the Housing Authority will promptly provide the applicant with written notice of the determination.

The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Housing Authority will describe how to obtain the informal review.

Any person designated by the Housing Authority, other than a person who made or approved the decision under review or subordinate of this person may conduct the informal review. The applicant must be given the opportunity to present written or oral objections to the Housing Authority's decision. The Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reason for the final decision.

- B. The participant family may request that the Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

## **7.0 WAITING LIST**

### **7.1 ORGANIZATION OF THE WAITING LIST**

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

- A. The Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development and Rural Development audit requirements;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the Housing Authority and the applicant will be documented in the applicant file.

### **7.2 PURGING THE WAITING LIST**

The Housing Authority will update and purge its waiting list on a continuous basis to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority has current information, i.e., applicant's address, family composition, income category, and preferences.

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

The Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the application be removed;
- B. The applicant fails to respond to a written request for information or fails to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

### **7.4 MISSED APPOINTMENTS**

The Housing Authority will allow applicants who fail to keep a scheduled appointment for good cause to reschedule. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Housing Authority will work closely with the family to find a more suitable time.

**7.5 NOTIFICATION OF NEGATIVE ACTIONS**

If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## 8.0 RESIDENT SELECTION AND ASSIGNMENT PLAN

### 8.1 PREFERENCES

The date and time of application will be noted and utilized to determine the waiting list sequence.

### 8.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or overhousing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These occupancy standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, the Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex **will** share a bedroom.
- B. Children of the opposite sex, both under the age of four (**4**) will share a bedroom.
- C. Adults and children may not be required to share a bedroom.

- D. Foster adults and/or foster children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they agree to transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### **8.3 SELECTION FROM THE WAITING LIST**

The Housing Authority shall select from the waiting list based upon the date and time of the application with families on the waiting list the longest being housed first.

### **8.5 OFFER OF A UNIT**

When the Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit.

The family will be offered the opportunity to view the unit or a similar unit if available. After the opportunity to view the unit, the family will have one (1) business day to accept or reject the unit. This verbal offer and the family's decision must be documented in the resident file. If the family rejects the offer of the unit, the Housing Authority will document the offer and the rejection.

## **8.6 REJECTION OF UNIT**

If the family rejects the unit without good cause, the family will forfeit their application's date and time and the date and time of application will be changed to the date and time the unit was rejected.

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

## **8.7 ACCEPTANCE OF UNIT**

The family will be required to sign a lease that will become effective on the date of move-in.

The applicant will be provided copies of: **the dwelling lease, grievance procedure, a booklet on lead based paint titled "Protect Your Family from Lead in Your Home", current schedule of routine maintenance charges, occupancy rules, Fire and Safety literature, move-in inspection sheet, Pet Policy, and a request for reasonable accommodation form.** These documents will be explained in detail. The applicant will sign a certification that he/she has received these documents and that he/she has reviewed them with Housing Authority personnel. The certification will be filed in the resident's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household, and the Housing Authority will retain the original executed lease in the resident's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit amount shall be equal to the family's monthly gross rent.

In the case of a move within Rural Development Section 8 housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family after an inspection of the unit transferred from is conducted.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## **9.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

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

### **9.1 INCOME**

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

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

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

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income.

An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family. Current IRA form 1040 can serve as documentation for the above.

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

- D. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- E. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump-sum amount or in prospective monthly amounts are excluded.)
- F. Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay. (However, lump-sum additions such as insurance payments from workers' compensation are excluded.)
- G. Welfare assistance.
1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- H. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- I. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## **9.2 ANNUAL INCOME**

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

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran, for use in meeting the cost of tuition, food, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that are available for subsistence is to be included in income.
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government). Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
5. Temporary, nonrecurring, or sporadic income (including gifts);
6. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
7. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
8. Adoption assistance payments in excess of \$480 per adopted child;
9. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State, or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State, or local law;
    - ii. Is funded by the Federal, State, or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.

- b. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
10. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump-sum amount or in prospective monthly amounts;
  11. 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;
  12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
  13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
    - a. The value of the allotment of food stamps.
    - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973.
    - c. Payments received under the Alaska Native Claims Settlement Act.
    - d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes.
    - e. Payments made under HHS's Low-Income Energy Assistance Program.
    - f. Payments received under the Job Training Partnership Act.
    - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians.
    - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims.
    - i. Amount of scholarships awarded under Title IV including Work-Study.

- j. Payments received under the Older Americans Act of 1965.
- k. Payments from Agent Orange Settlement.
- l. Payments received under the Maine Indian Claims Act.
- m. The value of childcare under the Childcare and Development Block Grant Act of 1990.
- n. earned income tax credit refund payments.
- o. Payments for living expenses under the Americorps Program.

**Note: The Housing Authority will not provide exclusions from income in addition to those already provided for by HUD or Rural Development.**

### **9.3 DEDUCTIONS FROM ANNUAL INCOME**

**The following deductions will be made from annual income:**

- A. \$480 for each dependent.
- B. \$400 for any elderly family or disabled family.
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
  - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
  - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
  - 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

- E. Child care expenses. Amounts to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to **actively seek employment**, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the PHA, by conducting surveys of local child care providers. The results are posted in the PHA office(s).
  
- F. The earned income of a person under 18 years old (including foster children) who is not the head of a household or the spouse of the head of the household

## **10.0 VERIFICATION**

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

### **10.1 ACCEPTABLE METHODS OF VERIFICATION**

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

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

When third party verification cannot be obtained, the Housing Authority will accept documentation received from the applicant/resident. Hand-carried documentation will be accepted if the Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

### **10.2 TYPES OF VERIFICATION**

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> Party Verification	Hand-carried Verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Child Support Payments	Court Order, letter from County Attorney, and other legal documents	Letter from recipient, money order receipts, canceled checks
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements

<b>Verification Requirements for Individual Items</b>		
<b>Item to Be Verified</b>	<b>3<sup>rd</sup> Party Verification</b>	<b>Hand-carried Verification</b>
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (e.g., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (e.g., social security, welfare, pensions, workers' compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> Party Verification	Hand-carried Verification
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local government, or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined goals and objectives</li> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> <li>-date of first job after program completion</li> <li>-evidence of job start</li> </ul>	N/A

### **10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS**

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

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

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

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority will make a copy of the individual's INS documentation and place the copy in the file.

The Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

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

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to Rural Development Section 8 housing.

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

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

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

If the Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Rural Development Section 8 housing unit, the family will be evicted. Such family will not be eligible to be readmitted to Rural Development Section 8 housing for a period of 24 months from the date of eviction or termination.

#### **10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security number and who is at least 3 months of age must provide verification of his or her Social Security number. New family members at least 3 months of age must provide this verification prior to being added to the lease.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Housing Authority will accept letters from the Social Security Agency that establishes and states the number.

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

If a member of a resident family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to ten (10) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

### ***10.5 TIMING OF VERIFICATION***

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

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

### ***10.6 FREQUENCY OF OBTAINING VERIFICATION***

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

For each family member age 3 months and above, verification of the Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination.

## **11.0 DETERMINATION OF TOTAL RESIDENT PAYMENT AND RESIDENT RENT**

### ***11.1 TOTAL RESIDENT PAYMENT***

The total resident payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total resident payment or the minimum rent of \$25.

### ***11.2 MINIMUM RENT-HARDSHIP EXEMPTION***

The Housing Authority has set the minimum rent at \$25. However if the family requests a hardship exemption, the Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
  - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  - 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 17 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of resident rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

### ***11.3 UTILITY ALLOWANCE***

The Housing Authority shall establish a utility allowance for all utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment.

In setting the allowance, the Housing Authority will review the actual consumption of resident families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at least annually as well as any time the utility rates change since the last revision to the allowances.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

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

### ***11.4 PAYING RENT***

Rent and other charges are due and payable on the first day of the month. All rents should be paid at **The Housing Authority, 553 Lemon Street, NE, Dawson, Georgia 31742.**

A rent payment is considered late if not paid by the 10th of the month. If the 10<sup>th</sup> of the month falls on a Saturday, Sunday or an observed holiday, the tenant shall have until the close of business the next scheduled work day before the rent and other charges are delinquent. Payment of the monthly rent after the delinquency date will be accepted by the PHA **only once in any 12 month period**, and then no later than the date stated in the lease. Failure to pay the monthly rent as specified in the lease or a second failure to pay the monthly rent on or before the delinquency date will result in written notification to the tenant of the cancellation of the lease as provided by the terms of the lease. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent.

No payments will be accepted after the issuance of a termination notice unless the tenant has made a written request for late payment and delay of court action and such request has been determined and approved for only those reasons which are genuine emergencies as determined by the PHA management. A tenant will be allowed to tender rent and other charges then due in full after termination of the dwelling lease only once. Failure to make payments when due shall result in an issuance of a dispossessory warrant upon expiration of all legal notices.

## **12.0 REEXAMINATIONS**

At least annually ( except for those tenants paying flat rents), the Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size. Scheduling will be based on the anniversary date of the lease.

### **12.1 GENERAL**

The Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

### **12.2 FAILURE TO RESPOND**

If the family fails to respond to the letter, a second letter will be sent. The second notice will advise of a new date for the re-certification. The letter will also advise that failure by the family to respond will result in the Housing Authority taking eviction actions against the family.

### **12.3 RENT DETERMINATION**

During the reexamination, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD/rural Development consent forms and other consent forms that later will be mailed to the sources that will verify the family circumstances. Upon receipt of verification, the Housing Authority will determine the family's annual income and will calculate their rent as follows. The total resident payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or

C. The welfare rent.

**Note:** The family will pay the greater of the total resident payment or the minimum rent of \$25.

#### ***12.4 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS***

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

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

If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

#### ***12.5 INTERIM REEXAMINATIONS***

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any income due to cost of living increases.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Housing Authority will process the interim reexamination and recalculate the resident's rent.

Families are required to report the following changes to the Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before

adding the new member to the lease, the individual must complete an application form stating his/her income, assets, and all other information required of an applicant. The individual must provide his/her Social Security number if he/she has one and must verify his/her citizenship/eligible immigrant status. (Housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Housing Authority will determine the eligibility of the individual before adding him/her to the lease. If the individual is found to be ineligible or does not pass the screening criteria, he/she will be advised in writing and given the opportunity for an informal review. If the individual is found to be eligible and does pass the screening criteria, his/her name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 13.8 below.

#### ***12.6 SPECIAL REEXAMINATIONS***

Families whose past employment has been sporadic, or who have a regular pattern of working and then quitting that is expected to continue, will be subject to a special reexamination. In this situation, a reasonable 12-month estimate of their income may be based upon past income and present income.

Residents paying rent based on income may meet with the Authority to discuss any change in rent resulting from the reexamination process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the Authority's grievance procedures.

#### ***12.7 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS***

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

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

## **13.0 UNIT TRANSFERS**

### ***13.1 OBJECTIVES OF THE TRANSFER POLICY***

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To accept transfers from the Housing Authority's public housing program.

### ***13.2 CATEGORIES OF TRANSFERS***

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Housing Authority when a transfer is the only or best way of solving a serious problem.

Note: Rural Development Section 8 accepts transfers from the Authority's public housing program.

### **13.3 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

### **13.4 PROCESSING TRANSFERS**

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category 1 and 2 will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be housed ahead of transfers in category 2.

Transfers in category 3 will be housed along with applicants for admission at a ratio of one transfer for every three admissions.

Upon offer and acceptance of a unit, the family will execute all lease-up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed five (5) days to complete a transfer.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they would not lose their place on the transfer waiting list.
- B. If the reason for the transfer is that the current unit is too small to meet the Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

### **13.5 COST OF THE FAMILY'S MOVE**

The cost of the transfer (actual moving cost) generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family;

- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved. (The family without disabilities signed a statement to this effect prior to accepting the accessible unit.)  
or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation or modernization activities; or
- B. When action or inaction by the Housing Authority has caused the unit to be unsafe or uninhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

### ***13.6 RESIDENTS IN GOOD STANDING***

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

### ***13.7 TRANSFER REQUESTS***

A resident may request a transfer at any time. In considering the request, the Housing Authority may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. The Housing Authority will review the request in a timely manner.

The Housing Authority will grant or deny the transfer request. If the transfer is approved, the family's name will be added to the transfer waiting list. If the transfer is denied, the family may appeal through the grievance procedure.

### ***13.8 RIGHT OF THE HOUSING AUTHORITY IN TRANSFER POLICY***

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a resident to transfer or refuse to transfer.

## **14.0 INSPECTIONS**

An adult family member should inspect the premises prior to commencement of occupancy. An authorized Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice as required in the dwelling lease. The resident's security deposit and pet deposit, if applicable, will be used to offset against any resident damages to the unit.

### ***14.1 MOVE-IN INSPECTIONS***

An adult member of the family should inspect the unit prior to signing the lease. Any deficiencies found will be brought to the attention of a Housing Authority representative.

### ***14.2 ANNUAL INSPECTIONS***

The Housing Authority will inspect each Rural Development Section 8 housing unit annually to ensure that each unit meets the Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

### ***14.3 PREVENTATIVE MAINTENANCE INSPECTIONS***

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats, and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### ***14.4 SPECIAL INSPECTIONS***

A special inspection may be scheduled to enable HUD, Rural Development or others to inspect a sample of the housing stock maintained by the Housing Authority.

### ***14.5 HOUSEKEEPING INSPECTIONS***

Generally, at the time of annual reexamination, or at other times as necessary, the Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. This is normally done during the annual inspections.

### ***14.6 NOTICE OF INSPECTION***

For inspections defined as preventative maintenance inspections, special inspections, and housekeeping inspections the Housing Authority will give the resident at least two (2) days written notice. For annual inspections, a 7-day notice will be given.

#### ***14.7 EMERGENCY INSPECTIONS***

If any employee and/or agent of the Housing Authority have reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

#### ***14.8 PRE-MOVE-OUT INSPECTIONS***

When a resident gives notice that they intend to move, the Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Housing Authority to ready units more quickly for the future occupants.

#### ***14.9 MOVE-OUT INSPECTIONS***

The Housing Authority conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## **15.0 PET POLICY**

Per the requirements of 24 CFR Part 5.35 and 24 CFR Part 960, “a resident of a dwelling unit in Rural Development Section 8 housing may own one (1) or more common household pets or have one (1) or more common household pets present in the dwelling unit of such resident, subject to the reasonable requirements of the Rural Development Section 8 housing agency, if the resident maintains each pet responsibly and in accordance with applicable state and local public health, animal control and animal anti-cruelty laws and regulations and with the following policies”.

### **15.1 APPLICATION FOR PET PERMIT**

Prior to housing any pet on the premises, the resident shall apply to the Housing Authority for a pet permit that shall be accompanied by the following:

- A. A current license issued by the appropriate authority, if applicable; and
- B. Evidence that the pet has been spayed or neutered, as applicable; and
- C. Evidence that the pet has received current rabies and distemper inoculations or boosters, as applicable, and
- D. Evidence of payment of a **\$200 refundable pet deposit for each dog or cat**. Pet deposits are not required for birds, fish aquariums, hamsters, guinea pigs and gerbils. This refundable pet deposit must be paid in addition to the standard security deposit; and
- E. Current picture of dog or cat, taken by the Housing Authority; and
- F. Residents must identify an alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. This identification of an alternate custodian must occur prior to the Housing Authority issuing a pet registration permit and must be kept current. Custodian must state in writing to the Housing Authority that they are willing to be the pet care giver. The Housing Authority must have custodian’s name, address and phone number.

### **15.2 RESIDENTS SHALL COMPLY WITH THE FOLLOWING RULES:**

- A. Permitted pets are domesticated dogs, cats, birds in cages, fish aquariums, hamsters, guinea pigs and gerbils. All other animals not listed are specifically excluded.
- B. Birds, hamsters, guinea pigs, and gerbils are considered caged animals and must be kept in a cage.

- C. The weight of the dog or cat may not exceed thirty (30) pounds (adult size) and the height of the dog or cat may not exceed fifteen inches at the shoulder (adult size).
- D. A maximum total of two pets are allowed; however combinations of two dogs, two cats or a dog and a cat are not allowed. Examples of acceptable combinations include, but are not limited to: two caged animals, two aquariums, one caged animal and one aquarium, one caged animal and a dog, one caged animal and a cat, one aquarium and a dog, and one aquarium and a cat.
- E. Dogs and cats must be licensed yearly with the City and residents must show proof of annual rabies and distemper booster inoculations required by state or local law.
- F. Vicious and/or intimidating dogs will not be allowed, including, but not limited to such breeds as Dobermans, German Shepherds, Chows, Pit Bulls, Rockweilers, etc
- G. All dogs and cats must be spayed or neutered, as applicable.
- H. Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in hallways, lobby areas, laundromats, community rooms, yards or other common areas of the facility.
- I. Residents must confine pets when it is known that a Housing Authority staff person is coming in the unit. Further, beyond the reasonable effort to notify the resident, Housing Authority staff is not responsible for the release of any pet when entering the unit.
- J. When taken outside the unit, dogs and cats must be kept on a leash, controlled by an adult.
- K. Birds, hamsters, guinea pigs and gerbils must be confined to a cage at all times. Fish must be confined to an aquarium not to exceed 55 gallons in size.
- L. Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.
- M. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
- N. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a sack and then placed in a refuse container outside the building.

- O. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- P. If pets are left unattended for a period of twenty-four (24) hours or more, the Housing Authority may enter the dwelling unit, remove the pet and transfer it to the designated custodian or if unavailable, to the proper authorities, subject to the provision of state law and pertinent local ordinances. The Housing Authority accepts no responsibility for the animal under such circumstances.
- Q. Residents shall not alter their unit, patio or grounds area in order to create an enclosure for any pet.
- R. Residents are responsible for all damages caused by their pets, including the cost of cleaning of carpets and/or fumigation of units.
- S. Residents are prohibited from feeding or harboring stray animals. The feeding of any stray animals shall constitute having a pet without written permission of the Housing Authority.
- T. At recertifications, residents must identify an alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. The identification of an alternate custodian must occur prior to the Housing Authority issuing a pet registration permit and then must be kept current.
- U. Visitors are not allowed to bring pets and the residents shall not engage in “pet-sitting”.
- V. No animals shall be tied up on the outside or left unattended. No dog houses, animal runs, etc., will be permitted.
- W. These rules may be amended from time to time, as necessary, by the Housing Authority and such amendments shall be binding on the residents upon notice thereof.
- X. Exception: The above rules may be waived in the case of an animal required by Doctor’s written authorization to aid in the care of a visually, hearing or other impaired handicapped resident. Proper certification will be required if the animal is indeed properly trained to serve in this capacity.

15.3 ***RESIDENTS WHO VIOLATE THESE RULES ARE SUBJECT TO:***

- A. Being required to get rid of the pet within 14 days of written notice by the Housing Authority; and/or
- B. Eviction.

The privilege of maintaining a pet in a facility owned and/or operated by the Housing Authority shall be subject to the rules set forth above. This privilege may be revoked at any time, subject to the Housing Authority's Hearing Procedures, if the animal should become destructive, create a nuisance, represent a threat to the safety, health and security of other residents, or create a problem in the area of cleanliness and sanitation.

A breach of any of the foregoing rules constitutes a breach of the resident's lease and can result in not only in the revocation of the privilege of keeping a pet, but may result in any of the sanctions set forth in the resident's lease for breach thereof, including forfeiture of further leasehold rights and termination of the lease. Further, the resident is subject to state and local animal ownership and control laws. The election of a remedy by the Housing Authority for a resident's breach of the forgoing rules is not exclusive and the Housing Authority may thereafter pursue any of the various remedies set forth in the lease as the Housing Authority may, in its discretion, decide.

## **16.0 REPAYMENT AGREEMENTS**

When a resident owes the Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Housing Authority allow them to enter into a Repayment Agreement. The Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months.

All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

Residents who pay rent based on income shall reimburse the Housing Authority for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- A. Resident does not submit rent review information by the date specified in the Authority's request; or
- B. Resident submits false information at Admission or at annual, special, or interim reexamination.
- C. Resident fails to properly notify the Housing Authority of any increase in income that would effect the amount of rent the Resident would be required to pay.

## **17.0 TERMINATION**

### **17.1 TERMINATION BY RESIDENT**

The resident may terminate the lease at any time upon submitting a 14-day written notice and all keys to the unit are returned. If the resident vacates prior to the end of the 14 days, he/she will be responsible for rent through the end of the notice period.

### **17.2 TERMINATION BY THE HOUSING AUTHORITY**

The Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Housing Authority.
- K. On March 28, 1996, President Clinton announced a **“One Strike and You’re Out”** Policy for Rural Development Section 8 housing residents. The Housing Authority has adopted this policy which provides for zero tolerance with respect to violations of lease terms regarding drug-related or criminal activity.

- L. Non-compliance with Non-Citizen Rule requirements;
- M. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- N. Act or allow household members or guest to act in a manner that will disturb the rights or comfort of neighbors;
- O. Permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Authority employees;
- P. Allow any member of the Resident's household, guest, or another person under the Resident's control to engage in alcohol-abuse while the resident is a resident of Rural Development Section 8 housing or allow household members or guest to damage, destroy, deface, or remove any part of the premises or development; and
- Q. Other good cause.

**Note: The Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program.**

### ***17.3 TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT***

Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Authority or the personal representative of the Resident's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first.

The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Authority cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Authority will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If

there are no family members, the Authority will work with appropriate agencies to secure suitable housing. This lease will terminate upon the Resident moving from the unit.

#### ***17.4 ABANDONMENT***

The Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

Any property left in the apartment will be held for forty-five (45) days. A letter of notification will be mailed to the resident giving notice that the property will be disposed of through sale or disposition.

Any money raised by the sale of the property goes to cover money owed by the family to the Housing Authority such as back rent and the cost of storing and selling the goods.

#### ***17.5 RETURN OF SECURITY DEPOSIT***

After a family moves out, the Housing Authority will return the security deposit within **fourteen (14) days** or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within **fourteen (14) days**.

## 18.0 GLOSSARY OF TERMS

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in Rural Development Section 8 housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which resident rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

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

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

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

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely Low Income Family:** A family whose annual income does not exceed 30 percent of the medial income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family** includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a resident family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family. (24 CFR 5.403)

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The amount determined is based on the Fair Market Rent values established by HUD and are designed to promote self-sufficiency. Families selecting the flat rent option will be required to submit to the reexamination requirement once every three years.

**Formula Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**Full-Time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby-sitting provided on a regular basis).

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual re-certifications when a change in a household's circumstances warrants such a reexamination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services.  
(24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for service animals, transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or

that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that such ability could be improved by more suitable housing conditions, or
  
- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

- 1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
- 2. Is manifested before the person attains age 22;
- 3. Is likely to continue indefinitely;
- 4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
- 5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

**Rural Development Section 8 housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is

authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Reexamination:** The annual re-certification of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Resident Family:** A member of the family listed on the lease who continues to live in the Rural Development Section 8 housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

**Resident:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Resident Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, resident rent equals total resident payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, resident rent equals total resident payment less the utility allowance. (24 CFR 5.603(d))

**Self-Declaration:** A type of verification statement by the resident as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a resident family. (Rural Development Section 8 housing: Handbook 7465.1 REV-2, 3-5)

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Third Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Resident Payment (TTP):**

- A. Total resident payment for families whose initial lease is effective on or after August 1, 1982:
  - 1. Total resident payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income; or
    - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.  
  
If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) of the Housing Act of 1937 shall be the amount resulting from one application of the percentage.
  - 2. Total resident payment for families residing in Rural Development Section 8 housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total resident payment for families residing in Rural Development Section 8 housing whose initial lease was effective before August 1, 1982, will continue to be governed by paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the resident rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Very Low-Income Families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the

Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State, or local governments. (24 CFR 5.603(d))

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities. See term "As-Paid".

## 19.0 ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self-Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Rural Development Section 8 housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Resident Payment



## Attachment B

### **(6) Deconcentration and Income Mixing**

- a.  Yes  No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.
- b.  Yes  No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

If yes, list these developments as follows:

<b>Deconcentration Policy for Covered Developments</b>			
<b>Development Name:</b>	<b>Number of Units</b>	<b>Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]</b>	<b>Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]</b>
GA067-08		Above 115% rent	Waiting list skipping

### **Analysis:**

<b>Development</b>	<b>Avg Income</b>
GA067-01	\$10,308.41
GA067-02	\$10,455.48
GA067-07	\$ 9,672.50
GA067-08	\$14,295.87
HA Avg.	\$11,348.31
85% HA Avg.	\$ 9,646.07
115% HA Avg.	\$13,050.56

## **Attachment C**

### **Membership of the Resident Advisory Board**

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

Ms. Mattie Stephens  
Apt. 1 559 Forrester DR. SE  
Dawson, GA 39842

Ms. Brenda Washington  
Apt. 8D 785 MLK, Jr. Drive  
Dawson, GA 39842

Ms. Tonya Wright  
545 Crawford Street, SE  
Dawson, GA 39842

**ATTACHMENT D**

<b>Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> The Housing Authority of the City of Dawson		<b>Grant Type and Number</b> Capital Fund Program Grant No: GA06P06750107 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2007
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 3/31/2008 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$17,586	0	0	0
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$20,000	\$19,187	\$19,187	\$2,991
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$138,270	\$156,669	\$157,457	\$2,991
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$175,856	\$175,856	\$134,541	\$71,467.56
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				



**ATTACHMENT D**

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part III: Implementation Schedule</b>							
PHA Name: The Housing Authority of the City of Dawson			<b>Grant Type and Number</b> Capital Fund Program No: <b>GA06P06750107</b> Replacement Housing Factor No:			Federal FY of Grant: 2007	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	9/30/2009			9/30/2010			
GA67-02	9/30/2009			9/30/2010			

## **ATTACHMENT E**

### **Definition of Substantial Deviation and Significant Amendment or Modification for the Dawson Housing Authority**

The following actions are defined as substantial deviation or significant amendment or modification:

#### **GOALS**

- Additions or deletions of Strategic Goals

#### **PROGRAMS**

- Adding new programs not included in the Housing Agency Plan
- Any change with regard to demolition or disposition, designation of housing, homeownership programs or conversion activities

#### **CAPITAL BUDGET**

- Additions of non-emergency work items in excess of \$25,000 (items not included in the current Annual Statement or Five Year Action Plan) or change in use of replacement reserve funds in excess of \$25,000.

#### **POLICIES**

- Changes to rent or admissions policies or organization of the waiting list

An exception to the above definition will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements since HUD does not consider such changes significant amendments.

**HOUSING AUTHORITY OF DAWSON**  
**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

**PREPARED MARCH 20, 2000**

Updated February 15, 2007

Updated February 18, 2008

This Admissions and Continued Occupancy Policy defines the Housing Authority of Dawson's policies for the operation of the Public Housing Program, incorporating Federal, State and local

law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

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## **1.0 FAIR HOUSING**

It is the policy of the Housing Authority of Dawson to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, sexual orientation, marital status, age, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Housing Authority of Dawson's programs.

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

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

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability.

This policy clarifies how people can request accommodations and the guidelines the Housing Authority of Dawson will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

### **2.1 COMMUNICATION**

Any request for Reasonable Accommodation must be in writing and must specify the accommodation desired.

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

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

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

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

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

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

The Housing Authority of Dawson will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Housing Authority's business is housing.
  2. If the request would alter the fundamental business that the Housing Authority conducts, that would not be reasonable. For instance, the Housing Authority would deny a request to have the Housing Authority of Dawson do grocery shopping for a person with disabilities.
  3. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is he/she needs; however, the Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority's programs or services.

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

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

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

### **3.0 RIGHT TO PRIVACY**

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

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

## **4.0 REQUIRED POSTINGS**

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

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. A listing of all the developments by name, address, number of units, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- C. Income Limits for Admission
- D. Utility Allowance Schedule
- E. Current Schedule of Routine Maintenance Charges
- F. Dwelling Lease
- G. Grievance Procedure
- H. Fair Housing Poster
- I. Equal Opportunity in Employment Poster
- J. Any current Housing Authority Notices

## 5.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted on 2<sup>nd</sup> and 3<sup>rd</sup> Thursday of each month from 9:00 AM to 4:30 PM at:

**Housing Authority of Dawson  
553 Lemon Street, NE  
Dawson, Georgia 31742**

The Authority provides the application and lease in both English and Spanish. In addition the Authority has arrangements with the local public school system to provide translation services upon request.

All admissions to public housing shall be made on the basis of a written application in such form as the Authority shall prescribe. The Application for Admission shall constitute the basic legal record of each family applying for admission and shall support the Authority's determinations of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded.

This includes verifications of income and family composition and such other data as may be required. The following conditions shall govern the taking and processing of applications.

1. The Authority shall not discriminate based upon race, color, creed, religion, national origin, sex, sexual orientation, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.
2. Applications for public housing will be in writing on a form provided by the Housing Authority. Authority staff will complete the application and all related forms based on information provided by the applicant. The applicant shall sign and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Authority reserves the right to require the signature of any or all-adult members of the applicant household.
3. Any changes to the application are to be made by drawing a single line through the original entries and entering the correct data. The reason and authority for each change shall be noted in the record, which shall be dated and initialed by the person making the change.

4. Applicants will be required to submit verification documentation as part of the application process. Applicants will be given a list of required verifications at the time of their interview with Housing Authority personnel for the purpose of determining eligibility.

5. Applicants who provide all required verification documentation will be placed on the waiting list based on the family's verified preference and the date and time all verifications and completed application were received by the Housing Authority. Application shall be considered complete when all required verifications are received and all application questions are completed. No blanks shall be left on the application. The application shall be signed by the applicant and designated Housing Authority staff person.
6. The Authority reserves the right to establish times for taking applications, including by appointment. The Authority staff may at its discretion provide for application interviews outside normal hours when necessary.
7. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change.
8. The Authority shall, on a continuous basis, purge the application pool of applicants no longer actively seeking housing. Normally, this shall be performed by removing applicants who fail to notify the office of continued interest in a housing assignment. It shall be the sole responsibility of the applicant to contact the Authority by phone or in person to update the information contained in the application for admission every three months. All contacts by applicants will be noted on a log attached to the application, and changes if any will be noted as stated in Section 3 above. Applications with no contact noted for a period of over three months will be removed to the inactive file.
9. The Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.

## **6.0 ELIGIBILITY FOR ADMISSION**

### **6.1 INTRODUCTION**

There are five eligibility requirements for admission to public housing:

- A. Qualifies as a family.
- B. Has an income within the income limits.
- C. Meets citizenship/eligible immigrant criteria.
- D. Provides documentation of Social Security numbers.
- E. Sign consent authorization documents.

In addition to the eligibility criteria, families must also meet the Housing Authority of Dawson screening criteria in order to be admitted to public housing.

### **6.2 ELIGIBILITY CRITERIA**

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

- c. One or more persons who are at least 62 years of age living with one or more live-in aides.
  - 3. A **near elderly family**, which is:
    - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
    - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
    - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
  - 4. A **disabled family**, which is:
    - a. A family whose head, spouse, or sole member is a person with disabilities;
    - b. Two or more persons with disabilities living together; or
    - c. One or more persons with disabilities living with one or more live-in aides.
  - 5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
  - 6. A **remaining member of a resident family**.
  - 7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family.
- B. Income eligibility
- 1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
  - 2. Income limits apply only at admission and are not applicable for continued occupancy.

3. A family may not be admitted to the public housing program from another assisted housing program (e.g., resident-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Housing Authority.
4. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exceptions noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the non-citizen rule.)
  - c. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 3 months of age and older must provide a Social Security card or documentation they have applied for one.

E. Signing Consent Forms

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

2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. A provision authorizing HUD or the Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

### **6.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  1. History of meeting financial obligations, especially rent;
  2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
  3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal

activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other residents or staff or cause damage to the property;

4. History of disturbing neighbors or destruction of property;
  5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom; and
  6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of all adult household members;
  2. A rental history check of all adult family members;
  3. Criminal backgrounds check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Housing Authority may require the applicant and other household members to contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
  4. Home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
  5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

#### **6.4 GROUNDWORK FOR DENIAL**

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

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

- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

## **6.5** *INFORMAL REVIEW*

- A. If the Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority will promptly provide the applicant with written notice of the determination.

The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Housing Authority will describe how to obtain the informal review.

Any person designated by the Housing Authority, other than a person who made or approved the decision under review or subordinate of this person may conduct

the informal review. The applicant must be given the opportunity to present written or oral objections to the Housing Authority's decision. The Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reason for the final decision.

- B. The participant family may request that the Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

## **6.6 PROTECTION OF VICTIMS OF DOMESTIC VIOLENCE**

Incidents of domestic violence, dating violence, or stalking shall not be good cause for denying victims access to or termination from the Public Housing Program or for terminating a lease held by a victim of such violence.

Within fourteen days upon request by the Authority, victims of domestic violence, dating violence, or stalking must certify via a HUD approved certification form their status as victims and that the incident in question was a bona fide incident of domestic violence, dating violence, or stalking by presenting appropriate documentation to the Authority. The fourteen day timetable may be extended by the Authority. Victims of domestic violence, dating violence, or stalking may satisfy the certification requirements by:

- Providing documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation; or,
- Producing a Federal, State, tribal, territorial, or local police or court record.

At its discretion the Authority may provide benefits to a victim of domestic violence, dating violence, or stalking based solely on the victim's statement or other corroborating evidence.

**Nothing prevents a victim who has committed a crime or violated a lease from being evicted.**

## **7.0 WAITING LIST**

### **7.1 ORGANIZATION OF THE WAITING LIST**

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

- A. The Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the Housing Authority and the applicant will be documented in the applicant file.

### **7.2 PURGING THE WAITING LIST**

The Housing Authority will update and purge its waiting list on a continuous basis to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority has current information, i.e., applicant's address, family composition, income category, and preferences.

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

The Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the application be removed;
- B. The applicant fails to respond to a written request for information or fails to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

### **7.4 MISSED APPOINTMENTS**

The Housing Authority will allow applicants who fail to keep a scheduled appointment for good cause to reschedule. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Housing Authority will work closely with the family to find a more suitable time.

**7.5 NOTIFICATION OF NEGATIVE ACTIONS**

If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## 8.0 RESIDENT SELECTION AND ASSIGNMENT PLAN

### 8.1 PREFERENCES

- A. Involuntarily Displaced Person(s): Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief Laws.
- B. Substandard Housing
- C. High Rent Burden (rent is > 50 percent of income)
- D. All other applicants

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

**Buildings Designed for the Elderly and Disabled:** Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families.

### 8.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or overhousing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These occupancy standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, the Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex **will** share a bedroom.
- B. Children of the opposite sex, both under the age of four (**4**) will share a bedroom.
- C. Adults and children may not be required to share a bedroom.
- D. Foster adults and/or foster children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they agree to transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### **8.3 SELECTION FROM THE WAITING LIST**

The Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income.

#### **8.4 DECONCENTRATION POLICY**

It is the Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

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

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

#### **8.5 OFFER OF A UNIT**

When the Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The family will be offered the opportunity to view the unit or a similar unit if available. After the opportunity to view the unit, the family will have one (1) business day to accept or reject the unit. This verbal offer and the family's decision must be documented in the resident file. If the family rejects the offer of the unit, the Housing Authority will document the offer and the rejection.

#### **8.6 REJECTION OF UNIT**

If in making the offer to the family the Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Housing Authority did not skip over other families on the waiting list to reach this family, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school,

and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

### 8.7 **ACCEPTANCE OF UNIT**

The family will be required to sign a lease that will become effective on the date of move-in.

The applicant will be provided copies of: **the dwelling lease, grievance procedure, a booklet on lead based paint titled “Protect Your Family from Lead in Your Home”, current schedule of routine maintenance charges, occupancy rules, Fire and Safety literature, move-in inspection sheet, Pet Policy, and a request for reasonable accommodation form.** These documents will be explained in detail. The applicant will sign a certification that he/she has received these documents and that he/she has reviewed them with Housing Authority personnel. The certification will be filed in the resident’s file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household, and the Housing Authority will retain the original executed lease in the resident's file. A copy of the grievance procedure will be attached to the resident’s copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit amount is determined by the size of unit being rented. For 1 bedroom units, families must pay at least \$25 at signing of lease then \$25 the first month rent is due. Families moving into 2, 3 or 4 bedroom units must pay at least \$50 at signing of the lease, then \$25 per month until the required deposit are paid.

# of Bedrooms	1	2	3	4
Security Deposit	\$50	\$75	\$100	\$125
Payments (up to)	2	2	3	4

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family after an inspection of the unit transferred from is conducted.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## **9.0 INCOME, EXCLUSIONS, AND DEDUCTIONS**

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

### **9.1 INCOME**

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

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

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

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income.

An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family. Current IRA form 1040 can serve as documentation for the above.

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

- D. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- E. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump-sum amount or in prospective monthly amounts are excluded.)
- F. Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay. (However, lump-sum additions such as insurance payments from workers' compensation are excluded.)
- G. Welfare assistance.
1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- H. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- I. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## **9.2 ANNUAL INCOME**

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

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran, for use in meeting the cost of tuition, food, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that are available for subsistence is to be included in income.
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government). Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

- a. Comparable Federal, State, or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State, or local law;
    - ii. Is funded by the Federal, State, or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - b. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
  - c. Families who are or were, within 6 months, assisted under a State TANF program.

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

- 12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump-sum amount or in prospective monthly amounts;
- 13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- 14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services

and equipment needed to keep the developmentally disabled family member at home; or

15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps.
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973.
  - c. Payments received under the Alaska Native Claims Settlement Act.
  - d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes.
  - e. Payments made under HHS's Low-Income Energy Assistance Program.
  - f. Payments received under the Job Training Partnership Act.
  - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians.
  - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims.
  - i. Amount of scholarships awarded under Title IV including Work-Study.
  - j. Payments received under the Older Americans Act of 1965.
  - k. Payments from Agent Orange Settlement.
  - l. Payments received under the Maine Indian Claims Act.
  - m. The value of childcare under the Childcare and Development Block Grant Act of 1990.
  - n. earned income tax credit refund payments.
  - o. Payments for living expenses under the Americorps Program.

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

### **9.3 DEDUCTIONS FROM ANNUAL INCOME**

**The following deductions will be made from annual income:**

- A. \$480 for each dependent.
- B. \$400 for any elderly family or disabled family.
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
  - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
  - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
  - 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Child care expenses. Amounts to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to **actively seek employment**, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the PHA, by conducting surveys of local child care providers. The results are posted in the PHA office(s).

- F. The earned income of a person under 18 years old (including foster children) who is not the head of a household or the spouse of the head of the household

## **10.0 VERIFICATION**

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

### **10.1 ACCEPTABLE METHODS OF VERIFICATION**

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

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

When third party verification cannot be obtained, the Housing Authority will accept documentation received from the applicant/resident. Hand-carried documentation will be accepted if the Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

### **10.2 TYPES OF VERIFICATION**

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> Party Verification	Hand-carried Verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Child Support Payments	Court Order, letter from County Attorney, and other legal documents	Letter from recipient, money order receipts, canceled checks
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> Party Verification	Hand-carried Verification
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (e.g., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (e.g., social security, welfare, pensions, workers' compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> Party Verification	Hand-carried Verification
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local government, or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined goals and objectives</li> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> <li>-date of first job after program completion</li> <li>-evidence of job start</li> </ul>	N/A

**10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS**

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

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

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

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority will make a copy of the individual's INS documentation and place the copy in the file.

The Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

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

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

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

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

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

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

#### **10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security number and who is at least 3 months of age must provide verification of his or her Social Security number. New family members at least 3 months of age must provide this verification prior to being added to the lease.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Housing Authority will accept letters from the Social Security Agency that establishes and states the number.

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

If a member of a resident family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to ten (10) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

## **10.5 TIMING OF VERIFICATION**

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

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

## **10.6 FREQUENCY OF OBTAINING VERIFICATION**

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

For each family member age 3 months and above, verification of the Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination.

## **10.7 ENTERPRISE INCOME VERIFICATION (EIV) POLICY**

### **A. EIV System**

The Enterprise Income Verification system (EIV) is intended to provide the Housing Authority with a single source of income-related data for use in verifying the income reported by residents. HUD is responsible for administering and maintaining the computerized internet based EIV system. The Authority will only use the EIV resident data to verify a resident's eligibility for continued participation in the public housing program and to determine the level of assistance the resident is entitled to receive.

### **B. Significant Deviation**

The Authority will compare resident provided income data to EIV resident data. Differences greater than \$200 per month will be considered significant and the resident notified by the Authority in writing of the discrepancy. Residents may protest the EIV data; however, the Authority will use the EIV data until the resident provides written third party verification in support of their protest. **The Authority must use HUD**

**provided EIV resident data unless there is overwhelming evidence the data is in error.**

#### C. Privacy Considerations

The data provided by the EIV system will be protected by the Authority 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. The Authority will restrict access to EIV data only to persons whose duties or responsibilities require access and EIV data will be handled in such a manner that it does not become misplaced or available to unauthorized personnel. Files containing EIV data will be color-coded and kept in a locked metal file cabinet within a locked secure fireproof vault with access restricted to only authorized Authority personnel. Evidence of any unauthorized access or known security breaches must be immediately reported to the Authority's Executive Director who will immediately notify the HUD Field Office. All security violations regardless of whether intentional or unintentional must be reported and documented in writing.

#### D. Procedure

Within no more than ninety days of an annual or interim recertification authorized Authority personnel will obtain signed Authorization for the Release of Information/Privacy Act Notice, Form HUD-9886 forms from each member of the household 18 years old or older and who is in the household file. Authorized Authority personnel will then access EIV resident data via the internet and print to a secure printer. EIV data will not be saved to the computer, computer disks, CDs or any other memory device.

EIV resident data will be placed in a color-coded file then filed by name in a locked metal file cabinet within a locked secure fireproof vault with access restricted to only authorized Authority personnel. The Authority will maintain a registry of all persons authorized access to EIV resident data and system and a registry of all persons with access and keys to the secured vault and metal file cabinets.

Files will only be pulled as needed, used then immediately returned and secured by authorized Authority personnel.

Authorized Authority personnel will sign-out and sign-in each EIV resident data file on a register noting date and time.

Authorized Authority personnel will compare resident provided income data to EIV resident data. Differences greater than \$200 per month will be considered significant and the resident notified by the Authority in writing of the discrepancy.

Residents may protest the EIV data within ten days of notification; however, the Authority will use the EIV data until the resident provides written third party verification

in support of their protest. The Authority must use the HUD provided EIV resident data unless the resident provides overwhelming evidence the data is in error.

After the EIV data is used to verify a resident's eligibility for continued participation in the public housing program and to determine the level of assistance the resident is entitled to receive, the EIV resident file will be kept for fifteen days afterwards in case a resident protests. Should a resident protest, the EIV file will be kept for an additional fifteen days after the protest and/or grievance is resolved.

After fifteen days authorized Authority personnel will shred the EIV resident data. Authorized Authority personnel will log in a register the date and time each EIV resident data is destroyed.

For safeguards, the Authority's Executive Director will quarterly review the EIV policy, procedures and list of Authority personnel authorized to access the EIV resident data and system.

The Authority's Executive Director will conduct initial then annual on-going EIV training for all Authority personnel.

## **11.0 DETERMINATION OF TOTAL RESIDENT PAYMENT AND RENT**

### **11.1 FAMILY CHOICE**

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

- A. Families who opt for the flat rent will NOT be required to submit all income verifications on an annual basis. However, the Housing Authority will provide information (forms and methodology) sufficient for the family to determine whether they need to return to the income-based rent.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

### **11.2 THE FORMULA METHOD**

The total resident payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total resident payment or the minimum rent of \$50 but never more than the flat rent.

**Note:** In the case of a family who has qualified for the income exclusion at Section 9.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the

**resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received. In the third year, all income is included in rent calculations.**

### ***11.3 MINIMUM RENT-HARDSHIP EXEMPTION***

The Housing Authority has set the minimum rent at \$50. However if the family requests a hardship exemption, the Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
  2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 17 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of resident rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### ***11.4 THE FLAT RENT***

The Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Housing Authority determined the market value of the unit and set the rent at near market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 13.3).

The Housing Authority will post the flat rents at the Housing Authority office and are incorporated in this policy upon approval by the Board of Commissioners.

#### ***11.5 UTILITY ALLOWANCE***

The Housing Authority shall establish a utility allowance for all check-metered utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment.

In setting the allowance, the Housing Authority will review the actual consumption of resident families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at least annually as well as any time the utility rates change since the last revision to the allowances.

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

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

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

## **11.6 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. All rents should be paid at **The Housing Authority, 553 Lemon Street, NE, Dawson, Georgia 31742.**

A rent payment is considered late if not paid by the 10<sup>th</sup> of the month. If the 10<sup>th</sup> of the month falls on a Saturday, Sunday or an observed holiday, the tenant shall have until the close of business the next scheduled work day before the rent and other charges are delinquent. Payment of the monthly rent after the delinquency date will be accepted by the PHA **only once in any 12 month period**, and then no later than the date stated in the lease. Failure to pay the monthly rent as specified in the lease or a second failure to pay the monthly rent on or before the delinquency date will result in written notification to the tenant of the cancellation of the lease as provided by the terms of the lease. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent.

No payments will be accepted after the issuance of a termination notice unless the tenant has made a written request for late payment and delay of court action and such request has been determined and approved for only those reasons which are genuine emergencies as determined by the PHA management. A tenant will be allowed to tender rent and other charges then due in full after termination of the dwelling lease only once. Failure to make payments when due shall result in an issuance of a dispossessory warrant upon expiration of all legal notices.

## **12.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### **12.1 GENERAL**

In order to be eligible for continued occupancy, each non-exempt adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement.

### **12.2 EXEMPTIONS**

The following adult family members of resident families are exempt from this requirement.

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled.
- C. Family members who are the primary care giver for someone who is blind or disabled.
- D. Family members engaged in work activity.
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

### **12.3 NOTIFICATION OF THE REQUIREMENT**

The Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/2000. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

#### **12.4 VOLUNTEER OPPORTUNITIES**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

#### **12.5 THE PROCESS**

At the first annual reexamination on or after October 1, 2000, and each annual reexamination thereafter, the Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

#### **12.6 NOTIFICATION OF NONCOMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;

- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enters into an agreement to comply, the lease will not be renewed or will be terminated;

**12.7 OPPORTUNITY FOR CURE**

The Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

If any applicable family member does not accept the terms of the agreement, does not fulfill his/her obligation to participate in an economic self-sufficiency program, or falls behind in his/her obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Housing Authority shall not renew the Lease.

## **13.0 REEXAMINATIONS**

At least annually ( except for those tenants paying flat rents), the Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size. Scheduling will be based on the anniversary date of the lease.

### **13.1 GENERAL**

The Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method. If the family opts to accept the flat rent, a certification letter must be signed. If the family thinks they may want to switch from a flat rent to a formula rent, they should request a change. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the reexamination. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

### **13.2 FAILURE TO RESPOND**

If the family fails to respond to the letter, a second letter will be sent. The second notice will advise of a new date for the re-certification. The letter will also advise that failure by the family to respond will result in the Housing Authority taking eviction actions against the family.

### **13.3 FLAT RENTS**

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. At the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of having their rent based on the formula amount.
- B. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.

- C. Families who opt for the flat rent will NOT be required to go through the income reexamination process annually.
- D. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- E. The dates upon which the Housing Authority expects to review the amount of the flat rent.

#### ***13.4 THE FORMULA METHOD***

During the reexamination, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances. Upon receipt of verification, the Housing Authority will determine the family's annual income and will calculate their rent as follows. The total resident payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

**Note: The family will pay the greater of the total resident payment or the minimum rent of \$50, but never more than the flat rent.**

#### ***13.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS***

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

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

If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

### **13.6 INTERIM REEXAMINATIONS**

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any income due to cost of living increases.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Housing Authority will process the interim reexamination and recalculate the resident's rent.

Families are required to report the following changes to the Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating his/her income, assets, and all other information required of an applicant. The individual must provide his/her Social Security number if he/she has one and must verify his/her citizenship/eligible immigrant status. (Housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Housing Authority will determine the eligibility of the individual before adding him/her to the lease. If the individual is found to be ineligible or does not pass the screening criteria, he/she will be advised in writing and given the opportunity for an informal review. If the individual is found to be eligible and does pass the screening criteria, his/her name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 13.8 below.

### ***13.7 SPECIAL REEXAMINATIONS***

Families whose past employment has been sporadic, or who have a regular pattern of working and then quitting that is expected to continue, will be subject to a special reexamination. In this situation, a reasonable 12-month estimate of their income may be based upon past income and present income.

Residents paying rent based on income may meet with the Authority to discuss any change in rent resulting from the reexamination process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the Authority's grievance procedures.

### ***13.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS***

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

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

## **14.0 UNIT TRANSFERS**

### **14.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Housing Authority's deconcentration goal.

### **14.2 CATEGORIES OF TRANSFERS**

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Housing Authority when a transfer is the only or best way of solving a serious problem.

### **14.3 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

### **14.4 INCENTIVE TRANSFERS**

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a resident for three years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;
- C. Adult members who are required to perform community service/self-sufficiency have been current in these responsibilities since the inception of the requirement or for one year whichever is less;
- D. The family is current in the payment of all charges owed the Housing Authority and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of residents or Housing Authority staff.

### **14.5 PROCESSING TRANSFERS**

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category 1 and 2 will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be housed ahead of transfers in category 2.

Transfers in category 3 will be housed along with applicants for admission at a ratio of one transfer for every three admissions.

Upon offer and acceptance of a unit, the family will execute all lease-up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed five (5) days to complete a transfer.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the reason for the transfer is that the current unit is too small to meet the Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

#### **14.6 COST OF THE FAMILY'S MOVE**

The cost of the transfer (actual moving cost) generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family;
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved. (The family without disabilities signed a statement to this effect prior to accepting the accessible unit.)  
or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation or modernization activities; or
- B. When action or inaction by the Housing Authority has caused the unit to be unsafe or uninhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

#### ***14.7 RESIDENTS IN GOOD STANDING***

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

#### ***14.8 TRANSFER REQUESTS***

A resident may request a transfer at any time. In considering the request, the Housing Authority may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. The Housing Authority will review the request in a timely manner.

The Housing Authority will grant or deny the transfer request. If the transfer is approved, the family's name will be added to the transfer waiting list. If the transfer is denied, the family may appeal through the grievance procedure.

#### ***14.9 RIGHT OF THE HOUSING AUTHORITY IN TRANSFER POLICY***

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a resident to transfer or refuse to transfer.

## **15.0 INSPECTIONS**

An adult family member should inspect the premises prior to commencement of occupancy. An authorized Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice as required in the dwelling lease. The resident's security deposit and pet deposit, if applicable, will be used to offset against any resident damages to the unit.

### ***15.1 MOVE-IN INSPECTIONS***

An adult member of the family should inspect the unit prior to signing the lease. Any deficiencies found will be brought to the attention of a Housing Authority representative.

### ***15.2 ANNUAL INSPECTIONS***

The Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

### ***15.3 PREVENTATIVE MAINTENANCE INSPECTIONS***

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats, and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### ***15.4 SPECIAL INSPECTIONS***

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Housing Authority.

### ***15.5 HOUSEKEEPING INSPECTIONS***

Generally, at the time of annual reexamination, or at other times as necessary, the Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. This is normally done during the annual inspections.

### ***15.6 NOTICE OF INSPECTION***

For inspections defined as preventative maintenance inspections, special inspections, and housekeeping inspections the Housing Authority will give the resident at least two (2) days written notice. For annual inspections, a 7-day notice will be given.

### ***15.7 EMERGENCY INSPECTIONS***

If any employee and/or agent of the Housing Authority have reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### ***15.8 PRE-MOVE-OUT INSPECTIONS***

When a resident gives notice that they intend to move, the Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Housing Authority to ready units more quickly for the future occupants.

### ***15.9 MOVE-OUT INSPECTIONS***

The Housing Authority conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## 16.0 PET POLICY

Per the requirements of 24 CFR Part 5.35 and 24 CFR Part 960, “a resident of a dwelling unit in public housing may own one (1) or more common household pets or have one (1) or more common household pets present in the dwelling unit of such resident, subject to the reasonable requirements of the public housing agency, if the resident maintains each pet responsibly and in accordance with applicable state and local public health, animal control and animal anti-cruelty laws and regulations and with the following policies”.

### 16.1 APPLICATION FOR PET PERMIT

Prior to housing any pet on the premises, the resident shall apply to DHA for a pet permit which shall be accompanied by the following:

- A. A current license issued by the appropriate authority, if applicable; and
- B. Evidence that the pet has been spayed or neutered, as applicable; and
- C. Evidence that the pet has received current rabies and distemper inoculations or boosters, as applicable, and
- D. **Evidence of payment of a \$100 refundable pet deposit for each dog or cat. Pet deposits are not required for birds, fish aquariums, hamsters, guinea pigs and gerbils. Pet deposits are non-interest bearing and may be gradually paid at the rate of \$50 when the cat or dog is brought on the premise then \$10 per month until the deposit is paid. This refundable pet deposit must be paid in addition to DHA’s standard security deposit; and**
- E. Current picture of dog or cat, taken by DHA; and
- F. Residents must identify an alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. This identification of an alternate custodian must occur prior to the Housing Authority issuing a pet registration permit and must be kept current. Custodian must state in writing to DHA that they are willing to be the pet care giver. DHA must have custodian’s name, address and phone number.

### 16.2 RESIDENTS WITH PETS SHALL COMPLY WITH THE FOLLOWING RULES:

- A. Permitted pets are domesticated dogs, cats, birds in cages, fish aquariums, hamsters, guinea pigs and gerbils. All other animals not listed are specifically excluded.

- B. Birds, hamsters, guinea pigs, and gerbils are considered caged animals and must be kept in a cage.
- C. The weight of the dog or cat may not exceed thirty (30) pounds (adult size) and the height of the dog or cat may not exceed fifteen inches at the shoulder (adult size).
- D. A maximum total of two pets are allowed; however combinations of two dogs, two cats or a dog and a cat are not allowed. Examples of acceptable combinations include, but are not limited to: two caged animals, two aquariums, one caged animal and one aquarium, one caged animal and a dog, one caged animal and a cat, one aquarium and a dog, and one aquarium and a cat.
- E. Dogs and cats must be licensed yearly with the City and residents must show proof of annual rabies and distemper booster inoculations required by state or local law.
- F. Vicious and/or intimidating dogs will not be allowed, including, but not limited to such breeds as Dobermans, German Shepherds, Chows, Pit Bulls, Rockweilers, etc
- G. All dogs and cats must be spayed or neutered, as applicable.
- H. Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in hallways, lobby areas, laundromats, community rooms, yards or other common areas of the facility.
- I. Residents must confine pets when it is known that a Housing Authority staff person is coming in the unit. Further, beyond the reasonable effort to notify the resident, Housing Authority staff is not responsible for the release of any pet when entering the unit.
- J. When taken outside the unit, dogs and cats must be kept on a leash, controlled by an adult.
- K. Birds, hamsters, guinea pigs and gerbils must be confined to a cage at all times. Fish must be confined to an aquarium not to exceed 55 gallons in size.
- L. Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.
- M. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.

- N. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a sack and then placed in a refuse container outside the building.
- O. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- P. If pets are left unattended for a period of twenty-four (24) hours or more, DHA may enter the dwelling unit, remove the pet and transfer it to the designated custodian or if unavailable, to the proper authorities, subject to the provision of state law and pertinent local ordinances. DHA accepts no responsibility for the animal under such circumstances.
- Q. Residents shall not alter their unit, patio or grounds area in order to create an enclosure for any pet.
- R. Residents are responsible for all damages caused by their pets, including the cost of cleaning of carpets and/or fumigation of units.
- S. Residents are prohibited from feeding or harboring stray animals. The feeding of any stray animals shall constitute having a pet without written permission of DHA.
- T. At recertifications, residents must identify an alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. The identification of an alternate custodian must occur prior to DHA issuing a pet registration permit and then must be kept current.
- U. Visitors are not allowed to bring pets and the residents shall not engage in “pet-sitting”.
- V. No animals shall be tied up on the outside or left unattended. No dog houses, animal runs, etc., will be permitted.
- W. These rules may be amended from time to time, as necessary, by DHA and such amendments shall be binding on the residents upon notice thereof.
- X. Exception: The above rules may be waived in the case of an animal required by Doctor’s written authorization to aid in the care of a visually, hearing or other impaired handicapped resident. Proper certification will be required if the animal is indeed properly trained to serve in this capacity.

**16.3 RESIDENTS WHO VIOLATE THESE RULES ARE SUBJECT TO:**

- A. Being required to get rid of the pet within 14 days of written notice by DHA; and/or
- B. Eviction.

The privilege of maintaining a pet in a facility owned and/or operated by DHA shall be subject to the rules set forth above. This privilege may be revoked at any time, subject to DHA's Hearing Procedures, if the animal should become destructive, create a nuisance, represent a threat to the safety, health and security of other residents, or create a problem in the area of cleanliness and sanitation.

A breach of any of the foregoing rules constitutes a breach of the resident's lease and can result in not only in the revocation of the privilege of keeping a pet, but may result in any of the sanctions set forth in the resident's lease for breach thereof, including forfeiture of further leasehold rights and termination of the lease. Further, the resident is subject to state and local animal ownership and control laws. The election of a remedy by DHA for a resident's breach of the foregoing rules is not exclusive and DHA may thereafter pursue any of the various remedies set forth in the lease as DHA may, in its discretion, decide.

## **17.0 REPAYMENT AGREEMENTS**

When a resident owes the Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Housing Authority allow them to enter into a Repayment Agreement. The Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months.

All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

Residents who pay rent based on income shall reimburse the Housing Authority for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- A. Resident does not submit rent review information by the date specified in the Authority's request; or
- B. Resident submits false information at Admission or at annual, special, or interim reexamination.
- C. Resident fails to properly notify the Housing Authority of any increase in income that would effect the amount of rent the Resident would be required to pay.

## **18.0 TERMINATION**

### ***18.1 TERMINATION BY RESIDENT***

The resident may terminate the lease at any time upon submitting a 14-day written notice and all keys to the unit are returned. If the resident vacates prior to the end of the 14 days, he/she will be responsible for rent through the end of the notice period.

### ***18.2 TERMINATION BY THE HOUSING AUTHORITY***

The Housing Authority after 10/1/1999 will not renew the lease of any family that is not in compliance with the community service/self-sufficiency requirements or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Housing Authority.

- K. On March 28, 1996, President Clinton announced a “**One Strike and You’re Out**” Policy for public housing residents. The Housing Authority has adopted this policy which provides for zero tolerance with respect to violations of lease terms regarding drug-related or criminal activity.
- L. Non-compliance with Non-Citizen Rule requirements;
- M. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- N. Act or allow household members or guest to act in a manner that will disturb the rights or comfort of neighbors;
- O. Permit any member of the household, a guest, or another person under the Resident’s control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Authority employees;
- P. Allow any member of the Resident’s household, guest, or another person under the Resident’s control to engage in alcohol-abuse while the resident is a resident of public housing or allow household members or guest to damage, destroy, deface, or remove any part of the premises or development; and
- Q. Other good cause.

**Note: The Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program.**

### ***18.3 TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT***

Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Authority or the personal representative of the Resident’s estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident’s estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first.

The termination of a Lease under this section shall not relieve the Resident’s estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident’s occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Authority cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Authority will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Authority will work with appropriate agencies to secure suitable housing. This lease will terminate upon the Resident moving from the unit.

#### **18.4 ABANDONMENT**

The Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

Any property left in the apartment will be held for forty-five (45) days. A letter of notification will be mailed to the resident giving notice that the property will be disposed of through sale or disposition.

Any money raised by the sale of the property goes to cover money owed by the family to the Housing Authority such as back rent and the cost of storing and selling the goods.

#### **18.5 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Housing Authority will return the security deposit within **fourteen (14) days** or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within **fourteen (14) days**.

## 19.0 GLOSSARY OF TERMS

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which resident rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

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

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

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

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely Low Income Family:** A family whose annual income does not exceed 30 percent of the medial income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family** includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a resident family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family. (24 CFR 5.403)

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The amount determined is based on the Fair Market Rent values established by HUD and are designed to promote self-sufficiency. Families selecting the flat rent option will be required to submit to the reexamination requirement once every three years.

**Formula Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**Full-Time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby-sitting provided on a regular basis).

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual re-certifications when a change in a household's circumstances warrants such a reexamination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services.  
(24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for service animals, transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or

that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
1. Is expected to be of long-continued and indefinite duration;
  2. Substantially impedes his or her ability to live independently; and
  3. Is of such a nature that such ability could be improved by more suitable housing conditions, or
- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in

the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Reexamination:** The annual re-certification of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Resident Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

**Resident:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Resident Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, resident rent equals total resident payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, resident rent equals total resident payment less the utility allowance. (24 CFR 5.603(d))

**Self-Declaration:** A type of verification statement by the resident as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a resident family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Third Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Resident Payment (TTP):**

- A. Total resident payment for families whose initial lease is effective on or after August 1, 1982:
  - 1. Total resident payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income; or
    - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) of the Housing Act of 1937 shall be the amount resulting from one application of the percentage.
  - 2. Total resident payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total resident payment for families residing in public housing whose initial lease was effective before August 1, 1982, will continue to be governed by paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the resident rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Very Low-Income Families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State, or local governments. (24 CFR 5.603(d))

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities. See term "As-Paid".

## 20.0 ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self-Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Resident Payment

Appendix I

**Income Limits and Deconcentration Worksheet**

<b>Development Name</b>	<b>Number of Units Under ACC</b>	<b>Number of Occupied Units</b>	<b>Number of Units Occupied by Very-Low income Families</b>	<b>% Occupied by Very-Low Income Families</b>

**Very-Low Income families are those families earning less than 50% of the median area income.**

**%Very Low**

**Census Tract**

**Target Number**

**Number Needed below 50% of median area income**

**Number Needed above 50% of median area income**