PHA Plans

Streamlined 5-Year/Annual Version

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

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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 to certain PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

Streamlined 5-Year Plan for Fiscal Years 2009 - 2012
Streamlined Annual Plan for Fiscal Year 2008

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. Full reporting for each component listed in the streamlined Annual Plan submitted with the 5-year plan is required.

Streamlined Five-Year PHA Plan
Agency Identification

PHA Name: Lorain Metropolitan Housing Authority
PHA Number: OH012

PHA Fiscal Year Beginning: (mm/yyyy) 07/2008

PHA Programs Administered:

☒ **Public Housing and Section 8**
Number of public housing units:1456
Number of S8 units:2719

☐ **Section 8 Only**
Number of S8 units:

☐ **Public Housing Only**
Number of public housing 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:				

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

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

Display Locations For PHA Plans and Supporting Documents
The PHA Plans and attachments (if any) are available for public inspection at: (select all that apply)

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

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

☒ Main business office of the PHA

☐ PHA development management offices
☐ Other (list below)

Streamlined Five-Year PHA Plan

PHA FISCAL YEARS 2009 - 2012

[24 CFR Part 903.12]

A. Mission

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

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

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

B. Goals

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

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

☐ PHA Goal: Expand the supply of assisted housing
Objectives:
☒ Apply for additional rental vouchers: **the PHA will** apply for additional funds if funds are available and criteria can be met
☒ Reduce public housing vacancies**: The PHA has increased** advertising within Lorain County. **The PHA has advertised** on Local Transit Buses running throughout Lorain County. **The PHA has advertised** on prescription bags distributed by a local Drug Store. **The PHA has advertised** in a Lorain County publication called "Money Townsaver". The PHA offered a $50.00 VISA gift card to any applicant leasing a unit between 1-01-08 and 2-29-08.
☐ Leverage private or other public funds to create additional housing opportunities:
☐ Acquire or build units or developments.
☐ Other (list below)

☐ PHA Goal: Improve the quality of assisted housing
Objectives:
☒ Improve public housing management: (PHAS score) **LMHA has consistently** been a high performer. **LMHA's goal is** to continue this performance (FY2007 PHAS score was 91.00 and LMHA was again designated a High Performer).
☒ Improve voucher management: (SEMAP score) **It would be hard** to improve on

LMHA"s 100% SEMAP rating, but LMHA will strive to continue to receive the 100% rating.

- ☒ Increase customer satisfaction: **LMHA surveys public housing residents** annually and addresses concerns residents bring to Management attention.
- ☐ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
- ☒ Renovate or modernize public housing units: **LMHA continues** to use Capital Funds to keep LMHA public housing competitive with private market housing.
- ☐ Demolish or dispose of obsolete public housing:
- ☐ Provide replacement public housing:
- ☐ Provide replacement vouchers:
- ☐ Other: (list below)

☐ PHA Goal: Increase assisted housing choices

Objectives:

- ☐ Provide voucher mobility counseling:
- ☐ Conduct outreach efforts to potential voucher landlords
- ☐ Increase voucher payment standards
- ☒ Implement voucher homeownership program: **LMHA has a very successful** homeownership program with 67 participants using HAP payments for home ownership.
- ☐ Implement public housing or other homeownership programs:
- ☐ Implement public housing site-based waiting lists:
- ☐ Convert public housing to vouchers:
- ☐ Other: (list below)

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

☐ PHA Goal: Provide an improved living environment

Objectives:

- ☐ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- ☐ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- ☒ Implement public housing security improvements: **The PHA continues** to support the RAW (resident assistance watch) program in the LMHA high rise buildings. **LMHA also utilizes** off-duty police officers for above baseline services in the family developments and the high rises.
- ☐ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- ☐ Other: (list below)

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

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

- ☒ Increase the number and percentage of employed persons in assisted families: **Currently there are 18 PHA residents** employed with LMHA. **Five employees are assisted through the Section 8 Voucher Assistance Program and one (1) employee** is assisted under the LMHA Home Ownership Program.
- ☒ Provide or attract supportive services to improve assistance recipients' employability: **The FSS program addresses** recipients' needs and directs them to the appropriate agencies and/or training programs. **LMHA has used RIC funds** to enable residents (families and elderly/disabled) to attend a higher education institution. In addition, LMHA collaborates with several social services agencies which assist LMHA residents.
- ☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities. **LMHA utilizes RIC funds to** purchase transportation vouchers to assist LMHA's elderly/disabled population to maintain a healthy life style. These vouchers can be used to keep doctor and medical appointments thus removing transportation barriers to maintaining good health.
- ☒ Other: (list below) **In collaboration with several social service agencies and local school districts,** LMHA families have access to after school programming, mentoring, strengthening family programming, job training, childcare, latch-key care, and recreational/educational programming.

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

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

- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability: **LMHA will not deny housing** based on any protected status. **The Admissions Department is routinely advised** of providing applications to any individual requesting one. **LMHA will utilize** the Lorain County Urban League to send testers to LMHA to ensure all applicants are treated equally. LMHA has utilized this Agency previously to test with no discrimination being found.
- ☒ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability: **LMHA does not tolerate** harassment of residents for any reason. **LMHA has evicted** individuals for harassing/disturbing others.
- ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required: **LMHA has and will continue to make reasonable accommodations** to those residents/applicants who need the accommodation to enable them to utilize their living conditions.
- ☐ Other: (list below)

Other PHA Goals and Objectives: (list below)

Streamlined Annual PHA Plan
PHA Fiscal Year 2007
[24 CFR Part 903.12(b)]

Table of Contents

Provide the following table of contents for the streamlined Annual Plan submitted with the Five-Year Plan, including all streamlined plan components, and additional requirements, together with the list of supporting documents available for public inspection.

A. ANNUAL STREAMLINED PHA PLAN COMPONENTS

☒ 1. Housing Needs
☒ 2. Financial Resources
☒ 3. Policies on Eligibility, Selection and Admissions
☒ 4. Rent Determination Policies
☒ 5. Capital Improvements Needs
☒ 6. Demolition and Disposition
☒ 7. Homeownership
☒ 8. Civil Rights Certifications (included with PHA Certifications of Compliance)
☒ 9. Additional Information
  a. PHA Progress on Meeting 5-Year Mission and Goals
  b. Criteria for Substantial Deviations and Significant Amendments
  c. Other Information Requested by HUD
    i. Resident Advisory Board Membership and Consultation Process
    ii. Resident Membership on the PHA Governing Board
    iii. PHA Statement of Consistency with Consolidated Plan
    iv. (Reserved)
☐ 10. Project-Based Voucher Program
☒ 11. Supporting Documents Available for Review
☒ 12. FY 2006 Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
☒ 13. Capital Fund Program 5-Year Action Plan
☒ 14. Other (List below, providing name for each item)

oh012a01	Capital Fund Annual Statement
oh012b01	5 yr. Optional capital fund statement
oh012c01	Section 8 Homeownership Policy
oh012d01	Comments from Public Hearing
oh012e01	Admissions & Occupancy Policy (which includes VAWA policy)
oh012f01	Section 8 Administrative Plan
oh012g01	Board Resolution approving Annual Plan
oh012h01	FSS Action Plan
oh012i01	Lobbying disclosure
oh012j01	Local Government Certifications
oh012k01	Certification of Compliance
oh012l01	List of Resident Advisory Board
oh012m01	Certification of Payment to Influence Transaction

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;*
Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.
For PHAs APPLYING FOR CAPITAL FUND PROGRAM (CFP) GRANTS:
Form HUD-50070, *Certification for a Drug-Free Workplace;*
Form HUD-50071, *Certification of Payments to Influence Federal Transactions;*
Form SF-LLL & SF-LLLa, *Disclosure of Lobbying Activities.*

Executive Summary (optional)

[903.7(r)]. If desired, provide a brief overview of the contents of the streamlined 5-Year/Annual Plan.

1. Statement of Housing Needs [24 CFR Part 903.12 (b), 903.7(a)]

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

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

Housing Needs of Families on the PHA's Waiting Lists			
Waiting list type: (select one) ☐ Section 8 tenant-based assistance ☒ Public Housing **(2-14-08)** ☐ Combined Section 8 and Public Housing ☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	123		
Extremely low income <=30% AMI	121	98%	
Very low income (>30% but <=50% AMI)	2	2%	
Low income (>50% but <80% AMI)	0	0	
Families with children	40	32%	
Singles (non-elderly or disabled; no children)	60	49%	
Elderly families	7	6%	
Families with Disabilities	16	13%	

Housing Needs of Families on the PHA's Waiting Lists			
White Hispanic	35	28%	
White Non-Hispanic	44	36%	
Black Non-Hispanic Black Hispanic	39 4	32% 3%	
Amer. Ind. Non-Hispanic Amer. Ind. Hispanic	0 1	<1%	
Characteristics by Bedroom Size (Public Housing Only)			
0 BR (efficiency)	23	19%	
1BR	60	49%	
2 BR	37	30%	
3 BR	1	<1%	
4 BR	0	0	
5 BR	2	2%	
5+ BR	0		

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

Housing Needs of Families on the PHA's Waiting Lists

Waiting list type: (select one)
☒ Section 8 tenant-based assistance **(2-14-08)**
☐ Public Housing
☐ Combined Section 8 and Public Housing
☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)
If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	617		
Extremely low income <=30% AMI	399	65%	
Very low income (>30% but <=50% AMI)	218	35%	
Low income (>50% but <80% AMI)	0		
Families with children	385	62%	
Elderly families	11	2%	
Families with Disabilities	221	36%	
White Hispanic	131	21%	
White Non-Hispanic	235	38%	
Black Hispanic	29	5%	
Black Non-Hispanic	197	32%	
Asian/Pacific American Ind./Hispanic American Ind./Non-Hispanic	9 12 4	1% 2% <1%	

Housing Needs of Families on the PHA's Waiting Lists
Is the waiting list closed (select one)? ☒ No ☐ Yes Applicants must have 3 preferences to apply. If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

B. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families on the PHA's public housing and Section 8 waiting lists **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

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

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

Select all that apply

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

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

Strategy 1: Target available assistance to families at or below 30 % of AMI
Select all that apply

☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
☒ Employ admissions preferences aimed at families with economic hardships
☒ Adopt rent policies to support and encourage work
☐ Other: (list below)

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

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

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

Need: Specific Family Types: The Elderly

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

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

Need: Specific Family Types: Families with Disabilities

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

- ☐ Seek designation of public housing for families with disabilities
- ☐ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- ☒ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- ☒ Affirmatively market to local non-profit agencies that assist families with disabilities
- ☐ Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

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

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

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

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

(2) Reasons for Selecting Strategies

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

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

2. Statement of Financial Resources

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

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

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 20__ grants)**		
a) Public Housing Operating Fund	5,027,105.00	
a) Public Housing Capital Fund	1,653,284.00	
a) HOPE VI Revitalization	-0-	
a) HOPE VI Demolition	-0-	
a) Annual Contributions for Section 8 Tenant-Based Assistance	18,664,178.00	
a) Resident Opportunity and Self-Sufficiency Grants	43,260.00	
a) Community Development Block Grant	-0-	
a) HOME	-0-	
Other Federal Grants (list below)		
Shelter Plus Care	506,136.00	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
FY06	701,120.00	Public housing capital improvements
3. Public Housing Dwelling Rental Income	1,517,304.00	Public housing operations
4. Other income (list below)		
4. Non-federal sources (list below)		
Total resources	**28,112,387.00**	

3. PHA Policies Governing Eligibility, Selection, and Admissions

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

A. Public Housing

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

(1) Eligibility

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

☐ When families are within a certain number of being offered a unit: (state number)
☐ When families are within a certain time of being offered a unit: (state time)
☒ Other: (describe) **At initial application and at the time of acceptance of apartment.**

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

☒ Criminal or Drug-related activity
☒ Rental history: **If previous LMHA resident**
☒ Housekeeping: **If previous LMHA resident**
☒ Other (describe) **Previous residency history with LMHA.**

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

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

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

(2)Waiting List Organization

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

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

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

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

c. Site-Based Waiting Lists-Previous Year

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

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:

d. Site-Based Waiting Lists – Coming Year

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

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)

(3) Assignment

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

☒ One **If an applicant can demonstrate good cause** for the refusal of the unit, they retain their initial place on the waiting list.

☐ Two

☐ Three or More

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

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

(4) Admissions Preferences

a. Income targeting:

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

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- ☒ Emergencies
- ☒ Over-housed
- ☐ Under-housed
- ☒ Medical justification
- ☐ Administrative reasons determined by the PHA (e.g., to permit modernization work)
- ☐ Resident choice: (state circumstances below)
- ☒ Other: (list below) **Health & safety concerns** for the resident or a transfer deemed in the best interest of the Housing Authority

c. Preferences

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

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

Former Federal preferences:

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

Other preferences: (select below)

- ☒ Working families and those unable to work because of age or disability
- ☒ Veterans and veterans' families
- ☒ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☒ Other preference(s) (list below) **Victims of Natural Disasters as declared** by the Government would receive a first and foremost preference for up to one year from occurrence (i.e. Hurricane Katrina).
  Households that include a child receiving social security disability payments.

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

☐ Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

- 2 Working families and those unable to work because of age or disability
- 2 Veterans and veterans' families

2 Residents who live and/or work in the jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
1 Other preference(s) (list below)
Victims of natural disasters as declared by the Government will be given a first & foremost preference up to one year from occurrence (i.e. Hurricane Katrina)
2 Households that include a child receiving social security disability payments.

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

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)
☒ The PHA-resident lease
☒ The PHA's Admissions and (Continued) Occupancy policy
☒ PHA briefing seminars or written materials
☒ Other source (list) **The LMHA website** also provides information to applicants/residents.

b. How often must residents notify the PHA of changes in family composition? (select all that apply)
☐ At an annual reexamination and lease renewal
☒ Any time family composition changes
☐ At family request for revision
☐ Other (list)

(6) Deconcentration and Income Mixing

a. ☒ Yes ☐ No: 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 on the following table:

Deconcentration Policy for Covered Developments			
Development Name	**Number of Units**	**Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]**	**Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]**
Leavitt Homes	188 Occupied	**Average income of Development: $6947.72.** Leavitt Homes is located on the west side of Lorain. The only businesses close to the Development are a beverage store, convenient store, Dollar store, Chinese restaurant, and a Burger King restaurant. Transportation is a barrier in securing employment for many residents. The average income for this Development increased $530.00 this year and is within $15.00 of being within the 85% range. 21% of the families report zero income to LMHA. 24% of the families report receiving some cash assistance from State TANF funding. 71% of the households receive Food Stamp assistance. 56% of the families report some type of employment but due to the HUD mandatory EID, 100% of the household income can only be counted in 38% of the households employed. Of those employed, many are part-time jobs at minimum wage.	
Westview Terrace	147 Occupied	**Average income of Development: $6572.59.** Westview Terrace is located on the west side of Lorain. It is within ½ mile of Leavitt Homes. The residents of Westview Terrace face the same challenges as those of Leavitt Homes which is lack of transportation and lack of available jobs within walking distance. The average household income of this Development increased $290.00 from the previous reporting year. 46% of the residents are employed but due to	

		the HUD mandatory EID, 100% of the income can only be counted on 57% of the households employed. Of those employed, many are employed in part-time jobs at minimum wage. 24% of the residents report zero income to LMHA. 23% of the household report receiving some type of cash assistance from State TANF funding with 66% receiving Food Stamp Assistance.	
Wilkes Villa	170 Occupied	**Average Income of Development: $6679.36.** Wilkes Villa is located in area within the city limits that offers few amenities. There are few jobs in the area and shopping is limited. LMHA in conjunction with Horizon Activities Center opened a licensed/credited child care facility within the Development in January 2005. The average income of this Development has increased by $600.00 within the past year and has increased by $1646.00 within the past 2 years. 36% of the residents are employed. Of the 36% of the employed residents, only 48% have 100% of their wages included in the rent calculation due to the EID regulations. 31% of the residents receive State TANF assistance with 85% of the residents receiving Food Stamp assistance. 21% of the residents report zero income to LMHA.	
Albright Terrace	50 occupied	**Average income of Development: $11,695.08.** Albright Terrace is located within Amherst city limits. Amherst is one of the more affluent cities in Lorain County and this is one of the most requested Developments within LMHA. Although the majority of the individuals at Albright Terrace are elderly or disabled, 10% of the residents are employed. In addition to SS or SSI, 12% of the residents also receive additional $$ from pensions. This Development remains stable with the average income only changing $5.00 from	

		the last reporting year.	
Westgate Apartments	12 occupied	**Average income of Development: $5448.25.** This Development consists of 12 units. 2 of the 12 families report zero income. 6 of the 12 families receive Food Stamps. Only 3 families are employed but 1 of the employed families must have 100% of the income excluded due to EID regulations. 4 households report receiving SS and 3 household report unemployment income. Although the average income of this Development increased by $705.00 it is still $810.00 below the average income of all Developments.	
Scattered Sites	76 Occupied	**Average income of Development: $16,670.87.** The scattered site homes are located in stable, desirable neighborhoods. The residents in the scattered site units had to pass stringent criteria to live in these units. Many of the scattered site residents are also in the FSS program and show initiative. 59% are employed with only 5% of scattered site families reporting zero income to LMHA.	
	1411 Occupied	**Total income of residents: $11,460,394.00 Average income of residents: 8191.85**	

B. Section 8

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

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

☒ Criminal or drug-related activity only to the extent required by law or regulation
☒ Criminal and drug-related activity, more extensively than required by law or regulation **when warranted by applicant declaration or information received**
☐ More general screening than criminal and drug-related activity (list factors):
☒ Other (list below) **Review of previous LMHA public housing tenancy record to**

check for eviction for drug activity or amounts owed the PHA.

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

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

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

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

☐ Criminal or drug-related activity
☒ Other (describe below) **With a signed release of information by the Section 8 participant, the Landlord may view the file regarding house inspection and complaints.**

(2) Waiting List Organization

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

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

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

☒ PHA main administrative office
☐ Other (list below)

(3) Search Time

a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:
Additional time is given to an individual and/or family member with disabilities needing accessible units. Additional time is given to families needing larger units.

(4) Admissions Preferences

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

☒ Working families and those unable to work because of age or disability
☒ Veterans and veterans' families
☒ Residents who live and/or work in your jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☒ Other preference(s) (list below) **Victims of a declared natural disaster** such as Hurricane Katrina will be given a first and foremost preference up to one year after the occurrence.
A PHA resident will receive a local preference for 2 specific reasons: **(1) the PHA is unable to provide** a reasonable accommodation due to structure limitations or the lack of an accessible unit; or **(2) the individual needs to relocate** due to a safety issue related to criminal activity such as the Police request the resident be relocated to an area other than a Public Housing Development.
Households that include a child receiving social security disability payments.

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

☐ Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

2 Working families and those unable to work because of age or disability
2 Veterans and veterans' families
☐ Residents who live and/or work in your jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☒ Other preference(s) (list below)
1 Victims of natural disaster such as Hurricane Katrina will be given a first and foremost preference for up to one year of the occurrence
2 A PHA resident will receive a local preference in 2 instances: (1) the PHA is unable to provide a reasonable accommodation due to structure limitations or the lack of an accessible unit; or (2) the individual needs to relocate due to a safety issue related to criminal activity such as the Police request the resident be relocated to an are other than a Public Housing Development.
2 Households that include a child receiving social security disability payments.

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

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

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

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

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

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

(5) Special Purpose Section 8 Assistance Programs

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

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

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

☒ Through published notices
☒ Other (list below) **Direct contact with Agencies dealing with "special" populations.**

4. PHA Rent Determination Policies

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

A. Public Housing

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

(1) Income Based Rent Policies

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

a. Use of discretionary policies: (select one of the following two)

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

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

b. Minimum Rent

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

☒ $0
☐ $1-$25
☐ $26-$50

2. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? **The minimum rent is zero;no hardship exemptions are needed.**

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

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

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

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

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

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

☐ Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:
☐ For household heads
☐ For other family members
☐ For transportation expenses
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
☒ Other (describe below) **The PHA will permit** a medical deduction for working individuals who have insurance premiums deducted from their pay by the employer.

e. Ceiling rents

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

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

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

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

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

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

f. Rent re-determinations:

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

- ☐ Never
- ☐ At family option
- ☐ Any time the family experiences an income increase
- ☒ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold) **$200.00**
- ☒ Other (list below) **When there is an addition or deletion to the household family composition.**

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

(2) Flat Rents

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

- ☐ The section 8 rent reasonableness study of comparable housing
- ☐ Survey of rents listed in local newspaper
- ☐ Survey of similar unassisted units in the neighborhood
- ☒ Other (list/describe below) **By establishing the cost per bedroom** as reflected by the current year budget operating expenditures.

B. Section 8 Tenant-Based Assistance

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

(1) Payment Standards

Describe the voucher payment standards and policies.

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

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

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

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

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

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

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

- ☒ Annually
- ☐ Other (list below)

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

- ☒ Success rates of assisted families
- ☒ Rent burdens of assisted families
- ☐ Other (list below)

(2) Minimum Rent

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

- ☒ $0
- ☐ $1-$25
- ☐ $26-$50

b. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below) **The minimum rent is zero; no hardship exemptions are needed.**

5. Capital Improvement Needs

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

Exemptions from Component 5: Section 8 only PHAs are not required to complete this component and may skip to Component 6.

A. Capital Fund Activities

Exemptions from sub-component 5A: PHAs that will not participate in the Capital Fund Program may skip to component 5B. All other PHAs must complete 5A as instructed.

(1) Capital Fund Program

a. ☒ Yes ☐ No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 12 and 13 of this template (Capital Fund Program tables). If no, skip to B.

b. ☐ 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 of sub-component 5B: 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) Hope VI Revitalization

a. ☐ Yes ☒ No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to next component; if yes, provide responses to questions on chart below for each grant, copying and completing as many times as necessary)

b. Status of HOPE VI revitalization grant (complete one set of questions for each grant)
Development name:
Development (project) number:

Status of grant: (select the statement that best describes the current status)
- ☐ Revitalization Plan under development
- ☐ Revitalization Plan submitted, pending approval
- ☐ Revitalization Plan approved
- ☐ Activities pursuant to an approved Revitalization Plan underway

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

d. ☐ 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:

e. ☒ 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: **The PHA plans** to acquire 5 single family units to replace casualty units.

6. Demolition and Disposition

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

Applicability of component 6: Section 8 only PHAs are not required to complete this section.

a. ☐ Yes ☒ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 or 24 (Hope VI)of the U.S. Housing Act of 1937 (42 U.S.C. 1437p) or Section 202/Section 33 (Mandatory Conversion) in the plan Fiscal Year? (If "No", skip to component 7; if "yes", complete one activity description for each development on the following chart.)

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

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

[24 CFR Part 903.12(b), 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.) **Currently LMHA has 67 families using Section 8 rental assistance for homeownership.**

(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 below: **To enroll in the homeownership program, they must have been on the voucher program for a minimum 12 months.**

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):

a. ☒ Establishing a minimum homeowner downpayment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.

b. ☒ 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.

c. ☐ Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below).

d. ☐ Demonstrating that it has other relevant experience (list experience below).

8. Civil Rights Certifications

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

Civil rights certifications are included in the *PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans*, which is submitted to the Field Office in hard copy—see Table of Contents.

9. Additional Information

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

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

(Provide a statement of the PHA's progress against the goals and objectives established in the previous 5-Year Plan for the period FY 2008 - 2011

LMHA updates *its five year plan annually as it submits the annual plan.* ***The proposed five-year*** *Capital Fund activities are always updated with the annual plan.*
LMHA is meeting its mission statement *of providing decent, safe, affordable housing to qualifying individuals and families.*
LMHA continues to advertise *in local papers and specialty papers when available of our affordable, safe living conditions free from discrimination.* ***LMHA also advertises*** *on local transit buses which are utilized throughout Lorain County.* ***LMHA also advertises*** *in publications sent to localities by zip codes which are coupon/discount publications.*
LMHA continues *to be a high performer in PHAS.*
LMHA's Section 8 Program *has received 100% in it's SEMAP scoring for the 6th year.*
LMHA has one of the most successful *Homeownership Programs in the State of Ohio. 67 participants are utilizing the voucher program to purchase homes.*
LMHA continues to focus *on the safety of its residents with the assistance of the RAW Program (Resident Assistance Watch) and the use of off-duty police officers for above baseline services.*
LMHA continues to employ *residents or assisted residents when the opportunity presents itself.*
LMHA will not tolerate *harassment or discrimination by employees.*
Due to the lack of elderly/disabled applicants, *LMHA has not designated any building for a particular group at this time.*

B. Criteria for Substantial Deviations and Significant Amendments

(1) Amendment and Deviation Definitions

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5-year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

a. Substantial Deviation from the 5-Year Plan

Additions of non-emergency work items (items not included in the current Annual Statement or 5-year Action Plan) or change in use of replacement reserve funds under the Capital Fund Program.

b. Significant Amendment or Modification to the Annual Plan

Any changes to the rent or admissions policies which require a Board resolution to implement.

Any change in regard to demolition, disposition, designation or conversion activities.

C. Other Information

[24 CFR Part 903.13, 903.15]

(1) Resident Advisory Board Recommendations

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

If yes, provide the comments below:

The RAB agreed with the additional preference for a family who has a disabled child in the household.

In discussing Capital Funds, flooring upgrade for Riverview Plaza is scheduled for 2009. Residents asked that tiles replace carpeting. LMHA advised we would review the request at the time of replacement.

Other comments were received but were not relevant to the Annual Plan. They were regarding work which needed to be completed in the Developments. Work orders were generated for those repairs.

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

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

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

☐ Other: (list below)

(2) Resident Membership on PHA Governing Board

The governing board of each PHA is required to have at least one member who is directly assisted by the PHA, unless the PHA meets certain exemption criteria. Regulations governing the resident board member are found at 24 CFR Part 964, Subpart E.

a. Does the PHA governing board include at least one member who is directly assisted by the PHA this year?

☒ Yes ☐ No:

If yes, complete the following:

Name of Resident Member of the PHA Governing Board: **Beatrice Nelson**

Method of Selection:

☒ Appointment
The term of appointment is (include the date term expires): 12-02-2003 to 12-01-2008

☐ Election by Residents (if checked, complete next section--Description of Resident Election Process)

Description of Resident Election Process

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

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

Eligible candidates: (select one)

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

Eligible voters: (select all that apply)

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

b. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?

☐ The PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis
☐ The PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board,

and has not been notified by any resident of their interest to participate in the Board.

☐ Other (explain):

Date of next term expiration of a governing board member:

Name and title of appointing official(s) for governing board (indicate appointing official for the next available position):

(3) 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).

Consolidated Plan jurisdiction: (City of Lorain; City of Elyria)

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

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

(4) (Reserved)

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

10. Project-Based Voucher Program

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

b. ☐ 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:)

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

11. List of Supporting Documents Available for Review for Streamlined Five-Year/ Annual PHA Plans

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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
Xx	*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.*	Standard 5 Year and Annual Plans; streamlined 5 Year Plans
Xx	State/Local Government Certification of Consistency with the Consolidated Plan.	5 Year 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
Xx	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
Xx	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
Xx	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
	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. ☒ Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
Xx	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
Xx	Public housing rent determination policies, including the method for setting public housing flat rents. ☐ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
	Schedule of flat rents offered at each public housing development. ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. ☒ Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
Xx	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
Xx	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
Xx	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
Xx	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
	Consortium agreement(s).	Annual Plan: Agency Identification and Operations/ Management
Xx	Public housing grievance procedures ☐ Check here if included in the public housing A & O Policy.	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures. ☒ Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
Xx	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
	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
Xx	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
	Public Housing Community Service Policy/Programs ☒ Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
Xx	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
Xx	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
Xx	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
Xx	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). ☐ Check here if included in the public housing A & O Policy.	Pet Policy
Xx	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	Annual Plan: Annual Audit

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
	and the PHA's response to any findings.	
	Consortium agreement(s), if a consortium administers PHA programs.	Joint PHA Plan for Consortia
	Consortia Joint PHA Plans ONLY: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection	Joint PHA Plan for Consortia
	Other supporting documents (optional). List individually.	(Specify as needed)

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

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

PHA Name:	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:	Federal FY of Grant:

☐Original Annual Statement ☐Reserve for Disasters/ Emergencies ☐Revised Annual Statement (revision no:)
☐Performance and Evaluation Report for Period Ending: ☐Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)				
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				

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

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

PHA Name:		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No:				**Federal FY of Grant:**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

13. Capital Fund Program Five-Year Action Plan

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

PHA Name:	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No:	**Federal FY of Grant:**

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	

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name				☐ **Original 5-Year Plan** ☐ **Revision No:**	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY:	Work Statement for Year 3 FFY Grant: PHA FY:	Work Statement for Year 4 FFY Grant: PHA FY:	Work Statement for Year 5 FFY Grant: PHA FY:
	Annual Statement				
CFP Funds Listed for 5-year planning					
Replacement Housing Factor Funds					

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year :____ FFY Grant: PHA FY:			Activities for Year: ___ FFY Grant: PHA FY:		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See Annual Statement						
Total CFP Estimated Cost			$			$

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year :____ FFY Grant: PHA FY:			Activities for Year: ___ FFY Grant: PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Total CFP Estimated Cost		$			$

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: OH12P01250105 Replacement Housing Factor Grant No:	Federal FY of Grant: 2005

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☒ Revised Annual Statement **(revision no: 5)**

☒ Performance and Evaluation Report for Period Ending: 12/31/07 ☐ Final Performance and Evaluation Report

Line	Summary By Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds	-0-	-0-	-0-	-0-
2	1406 Operations	483,146	483,146	483,146	483,146
3	1408 Management Improvements	-0-	-0-	-0-	-0-
4	1410 Administration	272,387	272,387	272,387	272,387
5	1411 Audit	-0-	-0-	-0-	-0-
6	1415 Liquidated Damages	-0-	-0-	-0-	-0-
7	1430 Fees and Costs	131,385	131,385	131,385	129,136
8	1440 Site Acquisition	-0-	-0-	-0-	-0-
9	1450 Site Improvement	240,710	242,260	242.260	242,260
10	1460 Dwelling Structures	1,596,243	1,594,693	1,594,693	1,594,693
11	1465.1 Dwelling Equipment – Nonexpendable	-0-	-0-	-0-	-0-
12	1470 Nondwelling Structures	-0-	-0-	-0-	-0-
13	1475 Nondwelling Equipment	-0-	-0-	-0-	-0-
14	1485 Demolition	-0-	-0-	-0-	-0-
15	1490 Replacement Reserve	-0-	-0-	-0-	-0-
16	1492 Moving to Work Demonstration	-0-	-0-	-0-	-0-
17	1495.1 Relocation Costs	-0-	-0-	-0-	-0-
18	1499 Development Activities	-0-	-0-	-0-	-0-
19	1501 Collaterization or Debt Service	-0-	-0-	-0-	-0-
20	1502 Contingency	-0-	-0-	-0-	-0-
21	**Amount of annual Grant: (Sum of lines2-20)**	**2,723,871**	**2,723,871**	**2,723,871**	**2,721,622**
22	Amount of line 21 Related to LBP Activities	-0-	-0-	-0-	-0-
23	Amount of line 21 Related to Section 504 Compliance	-0-	-0-	-0-	-0-
24	Amount of line21 Related to Security-Soft Costs	477,110	-0-	-0-	-0-
25	Amount of line 21 Related to Security-Hard Costs	-0-	-0-	-0-	-0-
26	Amount of line 21 Related to Energy Conservation Measures	-0-	-0-	-0-	-0-

Signature of Executive Director and Date	Signature of Public Housing Director and Date
Hines A. Linder 4/16/08	

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHROITY		Grant Type and Number Capital Fund Program Grant No: OH12P0125105 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
OH 12-1 Leavitt Homes	Exterior Renovations – Phase III	1460	200	911,552	911,552	911,552	911,552	Complete
AMP 1	~~Exterior Phase II Alternates~~	1460		-0-	-0-	-0-	-0-	Complete 2004
	~~A/C~~	1460		-0-	-0-	-0-	-0-	Future CFP 2011
	Heat Pump Prototype	1460		12,940	12,940	12,940	12,940	Complete
	Exterior Renovations-Phase IV	1460		350,612	345,662	345,662	345,662	2005 Portion of project Expended-Complete
OH12-2 Westview Terrace	~~Repair Water Line/Tap~~	1460	150	-0-	-0-	-0-	-0-	Complete Operating Fund
AMP 1								
OH12-3 Wilkes Villa	~~Construct Maintenance Garage~~	1470	182	-0-	-0-	-0-	-0-	Delete-future CFP 2007
AMP 3	~~Bath Renovations~~	1460		-0-	-0-	-0-	-0-	Delete-future CFP 2008
	~~Masonry/Exterior Siding Repair~~	1460		-0-	-0-	-0-	-0-	Delete-future CFP 2006
OH12-4 John Frederick Oberlin Homes	Highrise Roof Repair/Replacement	1460	51 Hirise 54 Family	107,700	107,700	107,700	107,700	From 5 yr plan 2008 Work Complete
AMP 4								
OH12-5 Kennedy Plaza AMP 2	No Work	1460	145 Hirise 32 Cottages	-0-	-0-	-0-	-0-	
OH12-6 Riverview Plaza	Parking Lot Renovations	1450	181	240,710	242,260	242,260	242,260	From 2003 #2 Complete
AMP 3								
OH12-10 Lakeview Plaza	Replace Boilers	1460	203	158,418	161,818	161,818	161,818	Complete
AMP 2								
OH12-11 Albright Terrace	No Work		50	-0-	-0-	-0-	-0-	
AMP 4								
OH12-12 Westgate AMP 1	~~Kitchen/Bathroom Upgrade~~	1460	12	-0-	-0-	-0-	-0-	Delete-future CFP 2009
OH12-13/14 Southside Gardens AMP 4	~~Repair Basements~~	1460	114	-0-	-0-	-0-	-0-	Delete-future CFP 2010
OH12-20 Scattered Sites (50)	No Work		50	-0-	-0-	-0-	-0-	
AMP 3 & 4								
OH12-21 Scattered Sites (25)	Exterior/Interior Structural Repairs	1460	25	55,021	55,021	55,021	55,021	Complete

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHROITY		Grant Type and Number Capital Fund Program Grant No: OH12P0125105 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AMP 3								
								All to be paid from
PHA Wide	Lorain Police Program	1408		-0-	-0-	-0-	-0-	Operating Funds 1406
	LPD Hirise Patrols	1408		-0-	-0-	-0-	-0-	
	Elyria Police Program	1408		-0-	-0-	-0-	-0-	
	Drug K-9 Patrols	1408		-0-	-0-	-0-	-0-	
	Investigator	1408		-0-	-0-	-0-	-0-	
	Jr. Investigator	1408		-0-	-0-	-0-	-0-	
	RIC	1408		-0-	-0-	-0-	-0-	
	Computer Software	1408		-0-	-0-	-0-	-0-	
	TOTAL			**-0-**	**-0-**	**-0-**	**-0-**	

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHROITY		Grant Type and Number Capital Fund Program Grant No: OH12P0125105 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
								1410's
								All is expended-Complete
PHA Wide	Compliance Manager	1410		60,691	57,889	57,889	57,889	
	Construction Manager	1410		70,147	53,796	53,796	53,796	
	Clerical	1410		34,085	41,388	41,388	41,388	
	Fiscal Accountant	1410		7,693	10,005	10,005	10,005	
	Director	1410		9,750	11,810	11,810	11,810	
	Assistant Director	1410		16,588	25,118	25,118	25,118	
	Finance Director	1410		3,820	4,834	4,834	4,834	
	Benefits	1410		69,613	67,547	67,547	67,547	
	TOTAL			**272,387**	**272,387**	**272,387**	**272,387**	
PHA Wide	Architect/Consultants	1430		131,385	131,385	131,385	129,136	In progress

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

PHA Name: **LORAIN METROPOLITAN HOUSING AUTHORITY**	**Grant Type and Number** Capital Fund Program No: OH12P01250105 Replacement Housing Factor No:	**Federal FY of Grant: 2005**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
START DATE OCTOBER 1, 2005	Original	Revised	Actual	Original	Revised	Actual	
OH12-1 Leavitt	08/18/07			08/18/09			
OH12-2 Westview	08/18/07			08/18/09			
OH12-3 Wilkes Villa	08/18/07			08/18/09			
OH12-4 JF Oberlin Homes	08/18/07			08/18/09			
OH12-5 Kennedy Plaza	08/18/07			08/18/09			
OH12-6 Riverview Plaza	08/18/07			08/18/09			
OH12-10 Lakeview Plaza	08/18/07			08/18/09			
OH12-11 Albright Terrace	08/18/07			08/18/09			
OH12-12 Westgate Apts.	08/18/07			08/18/09			
OH12-13/14 Southside	08/18/07			08/18/09			
OH12-20 50 Scattered Sites	08/18/07			08/18/09			
OH12-21 25 Scattered Sites	08/18/07			08/18/09			
PHA Wide	08/18/07			08/18/09			

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No OH12P01250106 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☒ Revised Annual Statement (revision no: 4)

☒ Performance and Evaluation Report for Period Ending: 12/31/07 ☐ Final Performance and Evaluation Report

Line	Summary By Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	483,146	483,146	483,146	483,146
3	1408 Management Improvements	-0-	-0-	-0-	-0-
4	1410 Administration	241,573	262,012	262,012	66,978
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	223,339	240,544	236,094	168,994
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	1,512,452	1,593,540	1,224,973	1,058,835
11	1465.1 Dwelling Equipment – Nonexpendable	-0-	-0-		
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency	159,610	40,878	-0-	-0-
21	**Amount of annual Grant: (Sum of lines2-20)**	**2,620,120**	***2,620,120**	**2,206,225**	**1,777,953**
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 Compliance				
24	Amount of line21 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				

***Original Grant Amount + Additional High Performer Bonus**

Signature of Executive Director and Date	Signature of Public Housing Director and Date
[signature] 4/16/08	

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHROITY	**Grant Type and Number** Capital Fund Program Grant No: **OH12P01250106** Replacement Housing Factor Grant No:	**Federal FY of Grant:** 2006

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
OH 12-1 Leavitt Homes	Exterior Renovations Phase IV	1460	200	491,274	496,224	496,224	412,017	In progress 2005 & 2006
AMP 1	Exterior Renovations Phase V	1460		-0-	300,448	-0-	-0-	In progress 2006 & 2007
OH12-2 Westview Terrace	No Work		150	-0-	-0-	-0-	-0-	
AMP 1								
OH12-3 Wilkes Villa	~~Refrigerators~~	1465	182	-0-	-0-			Complete - 2004
AMP 3	~~Bathroom Renovations/Plumbing~~	1460		-0-	-0-	-0-	-0-	Moved to 2008
	~~Exterior Repairs Phase I~~	1460		350,000	-0-	-0-	-0-	Moved to 2008
OH12-4 John Frederick Oberlin Homes AMP 4	No Work							
OH12-5 Kennedy Plaza AMP 2	Emergency Exterior Repairs I Highrise	1460	145 Hirise 32 Cottages	13,300	14,755	14,755	14,755	Safety Issue Complete
	Emergency Exterior Repairs II	1460		194,778	244,900	244,900	214,562	Safety Issue In progress
OH12-6 Riverview Plaza	Emergency Exterior Repairs I	1460	181	13,100	11,645	11,645	11,645	Safety Issue Complete
AMP 3	Emergency Exterior repairs II	1460		250,000	244,900	244,900	214,562	Safety Issue
	Repair/Replace Boiler System & HVAC units	1460		200,000	245,698	177,579	159,821	Emergency Health Issue In progress
	Emergency Standpipe Repair	1460		-0-	34,970	34,970	31,473	Fire System Complete
OH12-10 Lakeview Plaza	No Work							
AMP 2								
OH12-11 Albright Terrace	No Work							
AMP 4								
OH12-12 Westgate AMP 1	No Work							
OH12-13/14 Southside Gardens AMP 4	No Work							

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHROITY		Grant Type and Number Capital Fund Program Grant No: OH12P01250106 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
OH12-20 Scattered Sites (50)	No Work							
AMP 3 & 4								
OH12-21 Scattered Sites (25)	No Work							
AMP 4								

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHROITY		Grant Type and Number Capital Fund Program Grant No: OH12P01250106 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA Wide	Lorain Police Program	1408	PHA Wide	-0-	-0-			Delete all 1408's
	LPD Hirise Patrols	1408		-0-	-0-			Moved to 1406
								↓
	Elyria Police Program	1408		-0-	-0-			↓
								↓
	Drug K-9 Patrols	1408		-0-	-0-			↓
								↓
	Investigator	1408		-0-	-0-			↓
	Jr. Investigator	1408		-0-	-0-			↓
								↓
	RIC	1408		-0-	-0-			↓
								↓
	Computer Software	1408		-0-	-0-			↓
								↓
	Total			-0-	-0-			↓

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHROITY		Grant Type and Number Capital Fund Program Grant No: OH12P01250106 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA Wide	Compliance Manager	1410	PHA Wide	53,825	53,825	53,825	11,280	**In progress**
								↓
	Construction Manager	1410		62,212	62,212	62,212	10,825	↓
								↓
	Clerical	1410		30,229	50,668	50,668	10,427	↓
								↓
	Fiscal Accountant	1410		6,823	6,823	6,823	1,735	↓
								↓
	Director	1410		8,647	8,647	8,647	3,673	↓
								↓
	Assistant Director	1410		14,711	14,711	14,711	7,110	↓
								↓
	Finance Director	1410		3,387	3,387	3,387	948	↓
								↓
	Benefits	1410		61,739	61,739	61,739	20,980	↓
								↓
								↓
	TOTAL			**241,573**	**262,012**	**262,012**	66,978	↓
								↓
								↓
PHA WIDE	ARCHITECT/CONSULTANT	1430		223,339	240,544	236,094	168,994	↓
	~~SOFT COSTS~~			-0-	-0-	-0-	-0-	
	TOTAL			**223.339**	**240,544**	**236,094**	**168,994**	

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

PHA Name:	**Grant Type and Number** Capital Fund Program No: OH12P01250106 Replacement Housing Factor No:	**Federal FY of Grant: 2006**

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	
OH12-1 Leavitt	07/18/08			07/18/10			
OH12-2 Westview	07/18/08			07/18/10			
OH12-3 Wilkes Villa	07/18/08			07/18/10			
OH12-4 JF Oberlin Homes	07/18/08			07/18/10			
OH12-5 Kennedy Plaza	07/18/08			07/18/10			
OH12-6 Riverview Plaza	07/18/08			07/18/10			
OH12-10 Lakeview Plaza	07/18/08			07/18/10			
OH12-11 Albright Terrace	07/18/08			07/18/10			
OH12-12 Westgate Apts.	07/18/08			07/18/10			
OH12-13/14 Southside	07/18/08			07/18/10			
OH12-20 50 Scattered Sites	07/18/08			07/18/10			
OH12-21 25 Scattered Sites	07/18/08			07/18/10			
PHA Wide	07/18/08			07/18/10			

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No OH12P01250107 Replacement Housing Factor Grant No:	Federal FY of Grant: 2007

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☒ Revised Annual Statement (revision no: 2)

☒ Performance and Evaluation Report for Period Ending: 12/31/07 ☐ Final Performance and Evaluation Report

Line	Summary By Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds	-0-	-0-		
2	1406 Operations	483,146	483,146	483,146	483,146
3	1408 Management Improvements	-0-	-0-	-0-	-0-
4	1410 Administration	254,931	254,931	254,931	-0-
5	1411 Audit	-0-	-0-	-0-	-0-
6	1415 Liquidated Damages	-0-	-0-	-0-	-0-
7	1430 Fees and Costs	124,000	124,000	32,000	15,040
8	1440 Site Acquisition	-0-	-0-	-0-	-0-
9	1450 Site Improvement	-0-	-0-	-0-	-0-
10	1460 Dwelling Structures	1,483,284	1,595,652	-0-	-0-
11	1465.1 Dwelling Equipment – Nonexpendable	-0-	-0-	-0-	-0-
12	1470 Nondwelling Structures	-0-	-0-	-0-	-0-
13	1475 Nondwelling Equipment	-0-	-0-	-0-	-0-
14	1485 Demolition	-0-	-0-	-0-	-0-
15	1490 Replacement Reserve	-0-	-0-	-0-	-0-
16	1492 Moving to Work Demonstration	-0-	-0-	-0-	-0-
17	1495.1 Relocation Costs	-0-	-0-	-0-	-0-
18	1499 Development Activities	-0-	-0-	-0-	-0-
19	1501 Collaterization or Debt Service	-0-	-0-	-0-	-0-
20	1502 Contingency	203,944	91,576	-0-	-0-
21	**Amount of annual Grant: (Sum of lines2-20)**	**2,549,305**	**2,549,305**	**770,077**	**498,186**
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 Compliance				
24	Amount of line21 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				

Signature of Executive Director and Date	Signature of Public Housing Director and Date
Home Wilson 4/16/08	

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHROITY	**Grant Type and Number** Capital Fund Program Grant No: **OH12P01250107** Replacement Housing Factor Grant No:	**Federal FY of Grant:** 2007

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
OH 12-1 Leavitt Homes	Exterior Renovations Phase V	1460	200	500,000	123,652	-0-	-0-	In progress
AMP 1	Replace Gas Riser Lines Emergency	1460		-0-	100,000	-0-	-0-	Spring 08
OH12-2 Westview Terrace	Replace Gas Riser Lines Emergency	1460	150	-0-	66,000	-0-	-0-	Spring 08
AMP 1								
OH12-3 Wilkes Villa AMP 3	~~Exterior Repairs Phase II (siding, brick, roofs, etc.)~~	1460	182	583,284	-0-	-0-	-0-	Moved to CFP 08
	Replace Gas Riser Lines Emergency	1460		-0-	91,000	-0-	-0-	Spring 08
OH12-4 John Frederick Oberlin Homes AMP 4	Replace Gas Riser Lines-Pagodas Emergency	1460	51 Hirise 54 Family	-0-	27,000	-0-	-0-	Spring 08
OH12-5 Kennedy Plaza	Gas Riser Lines-Cottages Emergency	1460	145 Hirise 32 Cottages	-0-	5,000	-0-	-0-	Spring 08
AMP 2	Elevator Upgrade	1460		-0-	300,000	-0-	-0-	Spring 08
OH12-6 Riverview Plaza	Fire Alarm System Upgrade	1460	181	-0-	180,000	-0-	-0-	Spring 08
AMP 3	Elevator Upgrade	1460			400,000	-0-	-0-	
OH12-10 Lakeview Plaza	Fire Alarm System Upgrade	1460	210	-0-	180,000	-0-	-0-	Spring 08
AMP 2								
OH12-11 Albright Terrace	No Work							
AMP 4								
OH12-12 Westgate AMP 1	No Work							
OH12-13/14 Southside AMP 4	~~Bath Renovations~~	1460	114	400,000	-0-	-0-	-0-	Moved to CFP 12
	Replace Gas Riser Lines				85,500	-0-	-0-	Spring 08
OH12-20 Scattered Sites (50)	Replace Gas Riser Lines Emergency	1460	50	-0-	25,000	-0-	-0-	Spring 08
14 Units -AMP 3								
18 Units -AMP 4								
8 Units -AMP 1								
10 Units -AMP 2								
OH12-21 Scattered Sites (25)	Replace Gas Riser Lines Emergency	1460	25	-0-	12,500	-0-	-0-	Spring 08

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHROITY		Grant Type and Number Capital Fund Program Grant No: OH12P01250107 Replacement Housing Factor Grant No:				Federal FY of Grant: 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA Wide	Management Fee	1410		241,573	254,931	254,931	-0-	In progress
PHA WIDE	ARCHITECT/CONSULTANT	1430		124,000	124,000	32,000	15,040	In progress

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

PHA Name:	**Grant Type and Number** Capital Fund Program No: OH12P01250107 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	
OH12-1 Leavitt	07/18/09			07/18/11			
OH12-2 Westview	07/18/09			07/18/11			
OH12-3 Wilkes Villa	07/18/09			07/18/11			
OH12-4 JF Oberlin Homes	07/18/09			07/18/11			
OH12-5 Kennedy Plaza	07/18/09			07/18/11			
OH12-6 Riverview Plaza	07/18/09			07/18/11			
OH12-10 Lakeview Plaza	07/18/09			07/18/11			
OH12-11 Albright Terrace	07/18/09			07/18/11			
OH12-12 Westgate Apts.	07/18/09			07/18/11			
OH12-13/14 Southside	07/18/09			07/18/11			
OH12-20 50 Scattered Sites	07/18/09			07/18/11			
OH12-21 25 Scattered Sites	07/18/09			07/18/11			
PHA Wide	07/18/09			07/18/11			

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

PHA Name:	Grant Type and Number	Federal FY of Grant: 2008
LORAIN METROPOLITAN HOUSING AUTHORITY	Capital Fund Program Grant No **OH12P01250108** Replacement Housing Factor Grant No:	

☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:)

☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report

Line	Summary By Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	509,861			
3	1408 Management Improvements				
4	1410 Administration	254,931			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	124,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	215,000			
10	1460 Dwelling Structures	1,100,000			
11	1465.1 Dwelling Equipment – Nonexpendable	301,650			
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 Collaterization or Debt Service				
20	1502 Contingency	43,863			
21	**Amount of annual Grant: (Sum of lines2-20)**	**2,549,305**			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 Compliance				
24	Amount of line21 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				

Signature of Executive Director and Date	Signature of Public Housing Director and Date
Homer [signature] 4/16/08	

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHROITY		Grant Type and Number Capital Fund Program Grant No: OH12P01250108 Replacement Housing Factor Grant No:				Federal FY of Grant: 2008		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
OH 12-1 Leavitt Homes AMP 1	Replace Stoves	1465	200	65,000				
OH12-2 Westview Terrace	Replace Stoves	1465	150	48,750				
AMP 1	Site Improvements/Concrete	1450		53,000				
OH12-3 Wilkes Villa AMP 3	Replace Stoves	1465	182	59,150				
	Site Improvements/Concrete	1450		61,000				
	Construct Vehicle Storage	1470		200,000				
	Exterior Upgrades Phase I	1460		600,000				
	Interior Upgrades	1460		300,000				
OH12-4 John Frederick Oberlin Homes AMP 4	Replace Stoves-highrise & pagodas	1465	51 hirise 54 family	34,125				
	Replace A/C units-highrise (51)	1465		12,750				
	Site Improvements/Concrete	1450		6,000				
OH12-5 Kennedy Plaza	Replace A/C units 3 floors (48)	1465	32 cottages	12,000				
AMP 2	Site Improvements/Concrete	1450	145 highrise	12,000				
OH12-6 Riverview Plaza	Replace A/C units 4 floors (60)	1465	181	15,000				
AMP 3								
OH12-10 Lakeview Plaza	Site Improvements/Concrete	1450	210	28,000				
AMP 2	Replace A/C units (60)	1465		15,000				
OH12-11 Albright Terrace	Replace A/C units (50)	1465	50	12,500				
AMP 4	Site Improvements/Concrete	1450		20,000				
OH12-12 Westgate AMP 1	Replace A/C units (12)	1465	12	3,000				
OH12-13/14 Southside Gardens AMP 4	Site Improvements/Concrete	1450	114	35,000				

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHROITY		Grant Type and Number Capital Fund Program Grant No: OH12P01250108 Replacement Housing Factor Grant No:				Federal FY of Grant: 2008		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
OH12-20 Scattered Sites (50)	Replace Stoves	1465	50	16,250				
14 units -AMP 3								
8 units -AMP 1								
18 units -AMP 4								
10 units -AMP 2								
OH12-21 Scattered Sites (25)	Replace Stoves	1465	25	8,125				
AMP 4								
PHA Wide-1600 Kansas	No work							

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

PHA Name: LORAIN METROPOLITAN HOUSING AUTHROITY	**Grant Type and Number** Capital Fund Program Grant No: **OH12P01250108** Replacement Housing Factor Grant No:	**Federal FY of Grant:** 2008

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA Wide								
	Operations	1406		509,861	509,861			
	Management Fee	1410		241,573	254,931			
PHA WIDE	ARCHITECT/CONSULTANT	1430		124,000	124,000			

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

PHA Name:	Grant Type and Number Capital Fund Program No: OH12P01250108 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	
OH12-1 Leavitt	09/30/10			09/30/12			
OH12-2 Westview	09/30/10			09/30/12			
OH12-3 Wilkes Villa	09/30/10			09/30/12			
OH12-4 JF Oberlin Homes	09/30/10			09/30/12			
OH12-5 Kennedy Plaza	09/30/10			09/30/12			
OH12-6 Riverview Plaza	09/30/10			09/30/12			
OH12-10 Lakeview Plaza	09/30/10			09/30/12			
OH12-11 Albright Terrace	09/30/10			09/30/12			
OH12-12 Westgate Apts.	09/30/10			09/30/12			
OH12-13/14 Southside	09/30/10			09/30/12			
OH12-20 50 Scattered Sites	09/30/10			09/30/12			
OH12-21 25 Scattered Sites	09/30/10			09/30/12			
PHA Wide	09/30/10			09/30/12			

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

PHA Name **LORAIN METROPOLITAN HOUSING AUTHORITY**

☐ **Original 5-Year Plan 2005**
☒ **Revision No: 3**

Development Number/Name/HA-Wide		Year 1	Work Statement for Year 2 FFY Grant: 2009 PHA FY: 2008	Work Statement for Year 3 FFY Grant: 2010 PHA FY:2008	Work Statement for Year 4 FFY Grant: 2011 PHA FY: 2008	Work Statement for Year 5 FFY Grant: 2012 PHA FY: 2008
		Annual Statement				
OH12-1 Leavitt Homes	AMP 1		330,000	145,000	450,000	2,425,000
OH12-2 Westview Terrace	AMP 2		295,000	537,000	210,000	1,053,650
OH12-3 Wilkes Villa	AMP 3		1,713,000	1,337,500	1,030,000	903,450
OH12-4 John Frederick Oberlin Homes	AMP 4		190,500	180,000	650,000	1,591,875
OH12-5 John F. Kennedy Plaza	AMP 2		188,000	79,000	88,250	2,474,000
OH12-6 Riverview Plaza	AMP 3		369,000	125,250	45,000	602,000
OH12-10 Lakeview Plaza	AMP 2		1,920,000	67,000	57,500	1,966,128
OH12-11 Albright Terrace	AMP 4		138,000	160,000	40,000	82,000
OH12-12 Westgate Apartments	AMP 1		39,000	30,000	30,000	107,000
OH12-13/14 Southside Gardens	AMP 4		1,052,000	249,000	936,000	3,370,000
OH12-20 50 Scattered Sites			5,000	225,000	173,750	781,022
8 Sites – Lorain	AMP 1					
10 Sites – Lorain	AMP 2					
14 Sites - Elyria	AMP 3					
18 Sites - Lorain	AMP 4					
OH12-21 25 Scattered Sites	AMP 4		2,500	50,000	161,875	440,000
OH12-22 2 Scattered Sites	AMP 3		-0-	-0-	-0-	5,000
OH12-25 3 Scattered Sites	AMP 3		-0-	-0-	-0-	21,000
PHA Wide			20,000	250,000	375,611	1,515,000
TOTAL						
PHA Wide 1406			**562,200**	**562,200**	**562,200**	**562,200**
PHA Wide 1410			**245,816**	**245,816**	**245,816**	**245,816**
PHA Wide 1430			**124,000**	**124,000**	**124,000**	**124,000**
TOTAL EACH YEAR FOR 5YR PLAN			**7,194,016**	**4,366,766**	**5,180,002**	**18,268,741**
Replacement Housing Factor Funds			**-0-**	**-0-**	**-0-**	**-0-**

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

Activities for Year 1	Activities for Year :_2___ FFY Grant: 2009 PHA FY: 2008			Activities for Year: _2__ FFY Grant: 2009 PHA FY: 2008		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	OH12-1 Leavitt Homes	Repair Sanitary/Storm Sewers	150,000	OH12-6 Riverview Plaza	Flooring Upgrade	300,000
Annual		Site Work(walks, drives, grading)	60,000		Electrical Upgrade	36,000
Statement		Electrical Upgrade	100,000	Apts.	Hardwire/battery smoke detectors	18,000
		Hardwire/battery smoke detectors	20,000		A/C (4 flrs) 60 units	15,000
				OH12-10 Lakeview Plaza	Re-roof	75,000
					Plbg/Kitchen/Bath Upgrade	700,000
				Phase III Tanks, Re-circulating	Domestic Hot Water System	1,000,000
	OH12-2 Westview Terrace	Replace Interior Doors	90,000		Electrical Upgrade(underground)	110,000
	Phase I	Sewers/ Downspouts/Drainage/Site w	115,000		Hardwire/battery smoke detectors	20,000
		Electrical Upgrade	75,000		A/C (4 flrs) 60 units	15,000
		Hardwire/battery smoke detectors	15,000			
				OH12-11 Albright Terrace	Exterior Repairs (Balconies)	25,000
					Replace Interior/Exterior Doors	8,000
	OH12-3 Wilkes Villa	Replace Interior Doors	180,000		Kitchen/Bath Rehab	100,000
		Kitchen Renovations	350,000		Hardwire/battery smoke detectors	5,000
		Maintenance Garage	350,000			
		Electrical Upgrade	400,000	OH12-12 Westgate Apts.	Flooring-Units Hallways Stairs	24,000
		Hardwire/battery smoke detectors	18,000		Electrical Upgrade	3,000
		Bath & Plbg Renovations	415,000		Hardwire/battery smoke detectors	12,000
	OH12-4 J F Oberlin Homes	Site Work (walks,drives,grading) Pag.	25,000	OH12-13/14 Southside Gardens	Flooring /Kitchen Rehab Phase I	700,000
		Replace Interior Doors Pag. & Hirise	30,000		Site Work (walks/drives/grading)	25,000
		Electrical Upgrade Pag. & Hirise	75,000		Re-roof	200,000
		Replace flooring-Hirise	50,000		Electrical Upgrade	115,000
		Hardwire/battery smoke detectors	10,500		Hardwire/battery smoke detectors	12,000
	OH12-5 Kennedy Plaza	Upgrade Laundry Rm-Hirise &Cot	30,000	OH12-20 50 Scattered Sites	Hardwire/battery smoke detectors	5,000
		Re-Roof Hirise	100,000			
		Electrical Upgrade	28,000	OH12-21 25 Scattered Sites	Hardwire/battery smoke detectors	2,500
		Hardwire/battery smoke detectors	18,000			
		A/C (3flrs) 48 units	12,000			
				PHA Wide—1600 Kansas	Hardwire /Battery smoke Detectors	20,000
	Total CFP Estimated Cost		$			6,262,000

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

Activities for Year :__3__
FFY Grant: 2010
PHA FY: 2008

Development Name/Number	Major Work Categories	Estimated Cost
OH12-1 Leavitt Homes	Expand Community Space	120,000
	Insulate Common Walls	25,000
OH12-2 Westview Terrace	Insulate Common Walls/Fire Walls	120,000
	Replace Windows/Exterior Upgrade	382,000
Phase II	Site Work/ Sewers/Downspouts/Drainage	35,000
	& Sanitary Sewer Cleaning	
OH12-3 Wilkes Villa	Replace Windows/Exterior Upgrade Phase II	800,000
	Site Work/Concrete/Landscape/Grading/Fencing	150,000
	Furnace Replacement/AC/air ducts	325,000
	Sanitary Sewer Clean-outs	62,500
OH12-4 J F Oberlin Homes	Bath/Kitchen Upgrade Hirise Exhausts	120,000
	Lightning arrestors	10,000
	Entrance Modification	50,000
OH12-5 Kennedy Plaza	Exhaust Fans-Bathroom Cottages	7,000
	Lightning Arrestors	10,000
	First Floor A/C-Hirise	20,000
	Cottages-Utility Rm Upgrade	30,000
	A/C (3 flrs) 48 units	12,000
Total CFP Estimated Cost		$

Activities for Year: _3__
FFY Grant: 2010
PHA FY: 2008

Development Name/Number	Major Work Categories	Estimated Cost
OH12-6 Riverview Plaza	Lightning Arrestors	10,000
	Site Work//Walk/Parking Lot Improve	100,000
	A/C (4 flrs) 61 units	15,250
OH12-10 Lakeview Plaza	Exhaust System	42,000
	Lightning Arrestors	10,000
	A/C (4 flrs) 60 units	15,000
OH12-11 Albright Terrace	Re-roof Buildings	150,000
	Exhaust Fans	10,000
OH12-12 Westgate Apts.	Interior/Exterior Renovations	30,000
OH12-13/14 Southside Gardens	Interior Doors	125,000
	Sanitary /Storm Sewer Clean-out	10,000
	Plumbing Stack Repair	114,000
OH12-20 – 50 Scattered Sites	Sump Pumps/Plumbing Upgrade	60,000
	Interior Floor Repairs/Replacement	75,000
	Crawl Space Concrete	90,000
OH12-21 – 25 Scattered Sites	Flooring Repair/Replacement	50,000
PHA Wide	1600 Kansas Parking Lot	100,000
	1600 Kansas Bldg Improvements	150,000
		$3,434,750

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

Activities for Year :__4__
FFY Grant: 2011
PHA FY: 2008

Development Name/Number	Major Work Categories	Estimated Cost
OH12-1 Leavitt Homes	Windows & Heavy Duty Screens	450,000
OH12-2 Westview Terrace	Interior/Kitchen Upgrade	200,000
	Community Rm Heating Upgrade	10,000
OH12-3 Wilkes Villa	Water Meters	50,000
	Exterior Upgrade Phase III	800,000
	Drainage (Storm water)	30,000
	Community Bldg Drive/Parking	150,000
OH12-4 J F Oberlin Homes	Bathroom upgrade-Pagodas	160,000
	Handrails Hirise	25,000
	Heating systems (fin tubes) Pags.	150,000
	Window upgrade -Pagodas	160,000
	Replace Sheds/porch Improvements Pagodas.	35,000
	Drainage/sewers/landscaping Pagodas	120,000
OH12-5 Kennedy Plaza	Fire Alarm Panels	50,000
	Landscaping/Site work	30,000
	A/C Cottages 33 units	8,250
Total CFP Estimated Cost		

Activities for Year: _4__
FFY Grant: 2011
PHA FY: 2008

Development Name/Number	Major Work Categories	Estimated Cost
OH12-6 Riverview Plaza	Laundry Rooms Upgrade	15,000
	Handrails	30,000
OH12-10 Lakeview Plaza	Improve/Expand Parking Lot/Lighting	50,000
	A/C 30 units	7,500
OH12-11 Albright Terrace	Replace Refrigs/Ranges-Energy Efficient	40,000
OH12-12 Westgate Apts.	Heating & Plumbing Upgrades	10,000
	Balconies-replace doors/windows (8 units)	20,000
OH12-13/14 Southside Gardens	Kitchen/Flooring Upgrades Phase II	345,000
	Repair Basements	500,000
	Energy Efficient Stoves & Refrigerators	91,000
OH12-20 – 50 Scattered Sites	Roofs	150,000
	Energy Efficient Refrigerators	23,750
OH12-21 – 25 Scattered Sites	Improvement site/concrete foundations	150,000
	Energy Efficient Refrigerators	11,875
PHA Wide	1600 Kansas Avenue Expansion	375,611
		$4,247,986

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

Activities for Year :_5___ FFY Grant: 2012 PHA FY: 2008			Activities for Year: _5__ FFY Grant: 2012 PHA FY: 2008		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
OH12-1 Leavitt Homes	Hot Water Tanks-High Efficiency	200,000	OH12-6 Riverview Plaza	Parking Lot Improvements/Resurface/Seal	140,000
	New Refrigerators Energy Efficient	95,000		Replace A/C Common Areas	20,000
	Site Lighting	20,000		Stoves/Refrigs -Energy Efficient	160,000
	Kitchen Rehabilitation	750,000		Upgrade Lobby Restrms./Community Rm/Cafe	50,000
	AMP office/Maintenance Rehab	150,000		Roof Repair	10,000
	A/C Installation	400,000		Handi-cap Accessible Entrance	20,000
	Tree Removal	10,000		504 Compliance	200,000
	Upgrade Interior walls & flooring	500,000		Upgrade Keyless Entry	2,000
	504 Compliance	300,000			
OH12-2 Westview Terrace	Hot Water Tanks/Chimney liners	92,400			
	New Refrigerators-Energy Efficient	71,250	OH12-10 Lakeview	Flooring –Unit & Halls	333,128
	Convert Sunset to Community Rm	85,000		Replace A/C- Common Areas	20,000
	Repair floors 1st floor units &			Stoves/Refrigs-Energy Efficient	166,000
	Laundry Rm Upgrade			Elevator Upgrade	100,000
	A/C	450,000		Handi-cap Accessible Entrance	50,000
	Tree Removal/Trim/Replacement	10,000		Security Lighting	10,000
	Replace Sunset PL13 Lighting	25,000		Exterior Façade Evaluation/repair	25,000
	Site Lighting	20,000		Laundry Room Upgrade	50,000
	AMP office/Maintenance Rehab	150,000		New Pull Cord System	75,000
	Parking Lot Improvements	50,000		Refurbish Lobby	50,000
	504 Compliance	100,000		Community Kitchen/Café Refurbish	300,000
				AMP Office/Maintenance Upgrade	20,000
OH12-3 Wilkes Villa	Exterior Upgrade Phase IV	350,000		504 Compliance Conversion	500,000
	New Refrigerators-Energy Efficient	86,450		HVAC upgrade	100,000
	Hot Water Tanks/Chimney Liners	182,000		Upgrade flrs 3-5, assisted program	150,000
	Tree Removal	15,000		Upgrade storms & sanitary sewers	15,000
	Site lighting	20,000		Upgrade Keyless Entry	2,000
	AMP office/Maintenance Rehab	150,000			
	504 Compliance	100,000	OH12-11 Albright	504 Compliance	50,000
				Install Intercom System	5,000
				Install Insulation	25,000
OH12-4 JF Oberlin Homes	Cafeteria upgrade	46,000		Upgrade Keyless Entry	2,000
	Seal Parking Lot	40,000			
	Site Improvements	75,000	OH12-12 Westgate	Parking Lot Improvements	40,000
	A/C Common Areas	10,000		Kitchen & Bath Upgrade	60,000
	A/C Sleeves-Pagodas	50,000		504 Compliance	5,000
	Brick-ptg. Pagodas	54,000		Upgrade Keyless Entry	2,000
	Boiler Upgrades Pagodas	60,000			
	/Refrigerators Energy Efficient	49,875			
	Replace Pagoda Entrance Doors	60,000			
	Tree Removal/Trim/Replace	10,000			
Continued on Page 2	Sub total $4,836,975			Sub total $2,757,128	

Page 2 Year 2012					
JF Oberlin Homes (continued)	Replace Unit Entrance Doors Hirise	35,000	OH12-13/14 Southside	Exterior Repairs Phase I	500,000
	Hirise Elevator upgrade	100,000		Repair Site Lighting	25,000
	Kitchen Upgrade/plbg/drainage Pagoda	150,000		Interior Repairs	500,000
	Replace Pagoda H. water tanks/flue	50,000		AMP/Maintenance Rehab	150,000
	Pagoda 4 bdrm remodel	150,000		Kitchen/Flooring Rehab Phase III	394,000
	Hirise Kitchen upgrade	50,000		Utility Rm Upgrade/Furnaces/A/C	650,000
	AMP Office/Maintenance Rehab	150,000		Hot Water Tanks/Liners	140,000
	504 Compliance Hirise	50,000		Parking Lot Improvements	240,000
	504 Compliance Pagodas	50,000		Replace Windows	350,000
	Replace Pagoda Roofs	350,000		504 Compliance	21,000
	Upgrade Keyless Entry Hirise	2,000		Interior Bath Renovations Phase I	400,000
OH12-5 Kennedy Plaza	Balcony Improvements	35,000	OH12-20-50 Scattered Sites	Replace Windows	136,022
	Flooring-Units & Halls	223,000		A/C/Furnaces/ Hot Water Tanks	180,000
	Security Lighting	20,000		Landscaping/Grading	80,000
	Parking Lot Improvements	40,000		Tree Trimming	10,000
	Handrail Upgrade	27,000		Driveway Repair/resurface	150,000
Recircle System	Dom. Hot Water /Boilers/ III Tanks	800,000		Replace Garage Doors	50,000
	Replace A/C Common areas	20,000		Exterior & Interior Door Replacement	125,000
	Stove/Refrigs-Energy Efficient	142,000		Exterior Repairs	50,000
	Community Kitchen/Cafeteria Refurbishment	400,000			
	Lobby Refurbishment	400,000	OH12-21 25 Scattered Sites	A/C Furnaces/Hot Water Tanks	90,000
	Cottage Exteriors-Roofs, gutters, etc.	125,000		Roof Replacement	150,000
	AMP Office/Maintenance upgrade	20,000		Replace Garage Doors	25,000
	504 Compliance Hirise & Cottages	120,000		Exterior & Interior Door Replacement	50,000
	HVAC upgrade-hirise	100,000		Exterior Repairs	25,000
	Upgrade Keyless Entry Hirise	2,000		Replace Windows	100,000
PHA Wide	PHA Computer Program Upgrade	300,000	OH12-22 2 Scattered Sites	Landscaping/Site Work	5,000
	1600 Kansas Replace Awning	35,000			
	1600 Kansas Replace flooring	250,000	Oh12-25 3 Scattered Sites	Landscaping/Site Work	7,500
	1600 Kansas Upgrade HVAC	250,000		Waterproof Foundation Walls	6,000
	1600 Kansas Parking Lot lighting Upgd	20,000		Electrical Upgrade	7,500
	1600 Kansas Replace Roof	250,000			
	1600 Kansas Public Restrm upgd	10,000			
	New Storage/Records Space	150,000			
	New Blue Print Room /Filing	150,000			
	1600 Kansas 504 Compliance	100,000			
	Sub total $5,126,000			Sub total $4,617,022	
Total CFP Estimated Cost					$17,337,125

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

Activities for Year 1	Activities for Year :__2__ FFY Grant: 2009 PHA FY: 2008			Activities for Year: __3_ FFY Grant: 2010 PHA FY: 2008		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See Annual Statement						
	1406	PHA Wide	562,200	1406	PHA Wide	562,200
	Administration Cost 1410	PHA Wide 1410	245,816	Administration Cost 1410	PHA Wide 1410	245,816
	Fees & Costs A/E	PHA Wide 1430	124,000	Fees & Costs A/E	PHA Wide 1430	124,000
Total CFP Estimated Cost			932,016	Total CFP Estimated Cost		932,016

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

Activities for Year 1	Activities for Year :__4__ FFY Grant: 2011 PHA FY: 2008			Activities for Year: __5_ FFY Grant: 2012 PHA FY: 2008		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See						
Annual	**Operations 1406**	**PHA Wide 1406**	**562,200**	**Operations 1406**	**PHA Wide 1406**	**562,200**
Statement						
	Administration Cost 1410	**PHA Wide 1410**	**245,816**	**Administration Cost 1410**	**PHA Wide 1410**	**245,816**
	Fees & Costs A/E	**PHA Wide 1430**	**124,000**	**Fees & Costs A/E**	**PHA Wide 1430**	**124,000**
Total CFP Estimated Cost			**932,016**	Total CFP Estimated Cost		**932,016**

Lorain Metropolitan Housing Authority
Homeownership Assistance Program

Addendum I to Section 8 Administrative Plan

The Lorain Metropolitan Housing Authority (LMHA) hereby establishes a Section 8 Tenant-based Homeownership Option in Lorain, Ohio, pursuant to the U.S. Department of Housing and Urban Development's (HUD) final rule dated October 12, 2000, revised November 18, 2002 and by Section 8 (y) Homeownership Option of the United States Housing Act of 1937, as amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998. Section 8 (y) authorizes Section 8 tenant-based assistance for an eligible family that occupies a home purchased and owned by members of the family or to receive a single grant to be used towards the down-payment required in connection to the purchase of a home.

HOMEOWNERSHIP OPTION:

GENERAL [24 CFR 982.625]

(a) The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family.

(b) A family assisted under the homeownership option may be a newly admitted or existing participant in the program.

(c) *Forms of homeownership assistance.*

1. A PHA may provide one of two forms of homeownership assistance for a family:
   (i)Monthly homeownership assistance payments; or
   (ii) **A single down payment assistance grant (this is not available yet pending notification from HUD regarding availability of funds).**
2. Prohibition against combining forms of homeownership assistance. A family may only receive one form of homeownership assistance.
   Accordingly, a family that includes a person who was an adult member of a family that previously received either of the two forms of homeownership assistance may not receive the other form of homeownership assistance from any PHA.

(d) *PHA choice to offer homeownership options.*

1. The PHA may choose to offer either or both forms of homeownership assistance under this subpart, or choose not to offer either form of assistance. However, the PHA must offer either form of homeownership assistance if necessary as a reasonable accommodation for a person with disabilities in accordance with '982.601(b) (3).
2. It is the sole responsibility of the PHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. The PHA will determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. The PHA may determine that it is not reasonable to offer homeownership assistance

as a reasonable accommodation in cases where the PHA has otherwise opted not to implement a homeownership program.

(e) *Family choice.*

1. The family chooses whether to participate in the homeownership option if offered by the PHA.
2. If the PHA offers both forms of homeownership assistance, the family chooses which form of homeownership assistance to receive.

(f) The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and useable by persons with disabilities in accordance with part 8 of this title. (See ' 982.316 concerning occupancy by a live-in aide.)

It is the policy of this PHA to be eligible to request a reasonable accommodation; the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

- **A physical or mental impairment that substantially limits one or more of the major life activities of an individual;**
- **A record of such impairment; or**
- **Being regarded as having such an impairment**

(g) The PHA must have the capacity to operate a successful Section 8 homeownership program. The PHA has the required capacity if it satisfies paragraph (d) 1, (d) 2, or (d) 3 of this section.

1. The PHA establishes a minimum homeowner down payment requirement of at least 3 percent of the purchase price for participation in the Section 8 home ownership program, and requires that at least one percent of the purchase price comes from the family=s personal resources;
2. The PHA requires that financing for purchase of a home under its Section 8 homeownership program:
   (i) Be provided, insured, or guaranteed by the State or Federal government;
   (ii) Comply with secondary mortgage market underwriting requirements; or
   (iii)Comply with generally accepted private sector underwriting standards; or
3. The PHA otherwise demonstrates in its Annual Plan that it has the capacity, or will acquire the capacity, to successfully operate a Section 8 homeownership program.

(h) *Recapture of homeownership assistance.* A PHA shall not impose or enforce any requirement for the recapture of voucher homeownership assistance on the sale or refinancing of a home purchased with assistance under the homeownership option.

(i) *Applicable requirements.* The following specify what regulatory provisions (under the heading Ahomeownership option@) are applicable to either or both forms of homeownership assistance (except as otherwise specifically provided):

1. *Common provisions.* The following provisions apply to both forms of homeownership assistance:
   (i) Section 982.625 (General);
   (ii) Section 982.626 (Initial requirements);
   (iii) Section 982.627 (Eligibility requirements for families);
   (iv) Section 982.628 (Eligible units);
   (v) Section 982.629 (Additional PHA requirements for family search and purchase);

(vi) Section 982.630 (Homeownership counseling);
(vi) Section 982.631 (Home inspections, contract of sale, and PHA disapproval of seller);
(viii) Section 982.632 (Financing purchase of home; affordability of purchase);
(ix)Section 982.636 (Portability);
(x)Section 982.638 (Denial or termination of assistance for family); and
(xi)Section 982.641 (Applicability of other requirements).

2. *Monthly homeownership assistance payments.* The following provisions only apply to homeownership assistance in the form of monthly homeownership assistance payments:
(i) Section 982.633 (Continued assistance requirements; family obligations);
(ii) Section 982.634 (Maximum term of homeownership assistance);
(iii) Section 982.635 (Amount and distribution of monthly homeownership assistance payment);
(iv) Section 982.637 (Move with continued tenant-based assistance); and
(v) Section 982.639 (Administrative fees).

3. *Down payment assistance grant.* The following provision only applies to homeownership assistance in the form of a down payment assistance grant: (Down payment assistance grants).

INITIAL REQUIREMENTS [24 CFR 982.626]

(a) *List of initial requirements.* Before commencing homeownership assistance for a family, the PHA must determine that all of the following initial requirements have been satisfied:

1. The family is qualified to receive homeownership assistance (see ' 982.627);
2. The unit is eligible (see ' 982.628); and
3. The family has satisfactorily completed the PHA program of required pre-assistance homeownership counseling (see ' 982.630).

(b) *Additional PHA requirements.* Unless otherwise provided in this part, the PHA may limit homeownership assistance to families or purposes defined by the PHA, and may prescribe additional requirements for commencement of homeownership assistance for a family. Any such limits or additional requirements must be described in the PHA administrative plan.

It is the policy of this PHA to offer the homeownership assistance option on a first come first served basis. This HA reserves the option to limit the number of participants on the homeownership assistance option as it sees fit.

Applicants for the homeownership program are not required to participate in this PHA=s Family Self-Sufficiency Program (FSS). However, in the event the HA exercises the option to limit the number of participants for the homeownership assistance option, FSS participants and graduates who successfully complete the program and continue to be eligible for Section 8 will be given preference.

In order to be eligible for assistance under the homeownership option, the family must have personal resources totaling $2,500.00 in a checking, saving, or other bank account. Section 8 FSS escrow funds or gifts are acceptable as personal resources.

The participant will also be advised to set up a maintenance/major repair and replacement account into which the participant will make a monthly deposit. A flat amount of $25.00 for maintenance and $25.00 for major repair and replacement will be included in all

participants' homeownership expenses.

The participant must have been on Section 8 rental assistance for no less than one year and have completed an initial lease term (the Family termination of the lease must be in accordance with the terms of the lease).

The participant must agree to participate in the required Homeownership Counseling.

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

(c) *Environmental requirements.* The PHA is responsible for complying with the authorities listed in ' 58.6 of this title requiring the purchaser to obtain and maintain flood insurance for units in special flood hazard areas, prohibiting assistance for acquiring units in the coastal barriers resource system, and requiring notification to the purchaser of units in airport runway clear zones and airfield clear zones. In the case of units not yet under construction at the time the family enters into the contract for sale, the additional environmental review requirements referenced in §982.628(e) of this part also apply, and the PHA shall submit all relevant environmental information to the responsible entity or to HUD to assist in completion of those requirements.

ELIGIBILITY REQUIREMENTS FOR FAMILIES [24 CFR 982.627]

(a) *Determination whether family is qualified.* The PHA may not provide homeownership assistance for a family unless the PHA determines that the family satisfies all the following initial requirements at commencement of homeownership assistance for the family:

1. The family has been admitted to the Section 8 Housing Choice Voucher program in accordance with subpart E of this part.
2. The family satisfies any first-time homeowner requirements (described in paragraph (b) of this section.
3. The family satisfies the minimum income requirement (described in paragraph (c) of this section).
4. The family satisfies the employment requirements (described in paragraph (d) of this section).
5. The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option (see paragraph (e) of this section).
6. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
7. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with ' 982.631(c).
8. The family also satisfies any other initial requirements established by the PHA (see ' 982.626(b)). Any such additional requirements must be described in the PHA administrative plan.

(b) *First-time homeowner requirements.* At commencement of homeownership assistance

defaulted on a mortgage securing debt incurred to purchase the home

ELIGIBLE UNITS. [24 CFR 982.628]

(a) *Initial requirements applicable to the unit.* The PHA must determine that the unit satisfies all of the following requirements:

1. The unit is eligible. (See '982.352. Paragraphs (a) (6), (a) (7) and (b) of '982.352 do not apply)
2. The unit is either a one-unit property (including a manufactured home) or a single dwelling unit in a cooperative or condominium.
3. The unit has been inspected by a PHA inspector and by an independent inspector designated by the family (sees '982.631).
4. The unit satisfies the HQS (see '982.401 and '982.631).

(b) *Purchase of home where family will not own fee title to the real property.* Homeownership assistance may be provided for the purchase of a home where the family will not own fee title to the real property on which the home is located, but only if:

1. The home is located on a permanent foundation; and
2. The family has the right to occupy the home site for at least forty years.

(c) *PHA-owned units.*

Homeownership assistance may be provided for the purchase of a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA), only if all of the following conditions are satisfied:

1. The PHA must inform the family, both orally and in writing that the family has the right to purchase any eligible unit and a PHA-owned unit is freely selected by the family without PHA pressure or steering.
2. The unit is not ineligible housing;
3. The PHA must obtain the services of an independent agency, in accordance with §982.352(b)(1)(iv)(B) and (C), to perform the following PHA functions:
   (i) Inspection of the unit for compliance with the HQS, in accordance with §982.631(a);
   (ii) Review of the independent inspection report, in accordance with §982.631(b)(4);
   (iii) Review of the contract of sale, in accordance with §982.631(c); and
   (iv) Determination of the reasonableness of the sales price and any PHA provided financing, in accordance with §982.632 and other supplementary guidance established by HUD.

(d) *PHA disapproval of seller.* The PHA may not commence homeownership assistance for occupancy of a home if the PHA has been informed (by HUD or otherwise) that the seller of the home is debarred, suspended, or subject to a limited denial of participation under part 24 of this title.

(e) *Units not yet under construction.* Families may enter into contracts of sale for units not yet under construction at the time the family enters into the contract for sale. However, the PHA shall not commence homeownership assistance for the family for that unit unless and until:

(1) Either:
   (i) The responsible entity completed the environmental review procedures required by 24 CFR part 58 and HUD approved the environmental certification and request for release of funds prior to commencement of construction; or
   (ii)HUD performed an environmental review under 24CFR part 50 and

notified the PHA in writing of environmental approval of the site prior to commencement of construction;

(2) Construction of the unit has been completed; and

(3) The unit has passed the required Housing Quality Standards (HQS) inspection (see §982.631(a) and independent inspection (see §982.631(b)).

ADDITIONAL PHA REQUIREMENTS FOR FAMILY SEARCH AND PURCHASE. [24 CFR 982.629]

(a) The PHA may establish the maximum time for a family to locate a home, and to purchase the home.

It is the policy of this PHA to give an initial 180 days for a family to locate a home. With documentation of their search, two additional extensions in 30 day increments can be granted totaling a maximum of 240 days on the homeownership voucher. Any additional extensions would be at the sole discretion of this PHA. After the family has submitted a purchase agreement, this PHA will allow 90 days for closing on a home mortgage. With documentation, an additional 30 day extension will be granted for extenuating circumstances totaling a maximum of 120 days to close on a home mortgage. During a Section 8 participant=s search for a home to purchase, their Section 8 rental assistance shall continue pursuant to this Administrative Plan. If a Section 8 participant family is unable to locate a home within the time approved by this PHA, their Section 8 rental assistance through the Section 8 Housing Choice Voucher Program shall continue.
`If a family is unable to locate a unit on the Homeownership Program their Voucher reverts back to the Section 8 Housing Choice Voucher Rental Assistance Program. They will be given a second *and final* opportunity to be a participant on the Homeownership Program, but they can not re-apply until after they have completed another initial lease term (12 months) on the rental assistance program. The Family termination of the lease must be in accordance with the terms of the lease.

(b) The PHA may require periodic family reports on the family=s progress in finding and purchasing a home.

It is the policy of this PHA to require documentation of the family's search for a home when the family is requesting an extension on their homeownership voucher after the initial 120 days have elapsed. Documentation will be required for each extension requested by the family.

(c) If the family is unable to purchase a home within the maximum time established by the PHA, the PHA may issue the family a voucher to lease a unit or place the family=s name on the waiting list for a voucher.
It is the policy of this PHA to continue the family's Section 8 rental assistance during their search for a suitable unit to purchase. If the family is unable to find a suitable unit in the maximum time established by this PHA, this PHA will allow the family to continue to receive assistance at its current residence or this PHA will issue the family a Housing Choice Voucher to locate another unit.

The family may not re-apply for the Section 8 homeownership program until they have completed at least one (1) additional year (twelve (12) months) of participation in the Section 8 Housing Choice Voucher Program and have completed an initial lease term. Termination of the lease must be in accordance with the terms of the lease.

HOMEOWNERSHIP COUNSELING. [24 CFR 982.630]

(a) Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by the PHA (pre-assistance counseling).

(b) Suggested topics for the PHA-required pre-assistance counseling program include:

1. Home maintenance (including care of the grounds);
2. Budgeting and money management;
3. Credit counseling;
4. How to negotiate the purchase price of a home;
5. How to obtain home ownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
6. How to find a home, including information about home ownership opportunities, schools, and transportation in the PHA jurisdiction;
7. Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
8. Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
9. Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 *et seq.*) (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

(c) The PHA may adapt the subjects covered in pre-assistance counseling (as listed in paragraph (b) of this section) to local circumstances and the needs of individual families.

It is the policy of this PHA in order to be eligible for assistance under the homeownership option, the family must enroll in and successfully complete the pre and post-purchase homeownership counseling program and be deemed to be mortgage ready before a homeownership voucher will be issued. At a minimum, the counseling will cover the following:

- **Home maintenance (including care of the grounds).**
- **Budget and money management**
- **Credit counseling**
- **How to negotiate the purchase price of a home**
- **Mortgage financing options and types**
- **How to find a home**
- **De-concentration issues**
- **Information on fair housing issues**
- **Information on Real Estate Settlement Procedures Act, truth-in-lending laws, and, how to identify and avoid loans with oppressive terms and conditions**

(d) The PHA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If the PHA offers a program of ongoing counseling for participants in the homeownership option, the PHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

It is the policy of this PHA to, at the discretion of this PHA, requires the family to participate in ongoing home ownership counseling.

(e) If the PHA is not using a HUD-approved housing counseling agency to provide the counseling for families participating in the homeownership option, the PHA should ensure that its counseling program is consistent with the homeownership counseling provided under HUD=s Housing Counseling program.

HOMEOWNERSHIP OPTION: HOME INSPECTIONS, CONTRACT OF SALE AND PHA DISAPPROVAL OF SELLER. [24 CFR 982.631]

(a) *HQS inspection by PHA.* The PHA may not commence monthly homeownership assistance payments or provide a down payment assistance grant for the family until the PHA has inspected the unit and has determined that the unit passed HQS.

(b) *Independent inspection.*

1. The unit must also be inspected by an independent professional inspector selected by and paid by the family.
2. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.
3. The PHA may not require the family to use an independent inspector selected by the PHA. The independent inspector may not be a PHA employee or contractor, or other person under control of the PHA. However, the PHA may establish standards for qualification of inspectors selected by families under the homeownership option.

It is the policy of this PHA to require a copy of the independent inspector's license or certification showing his/her qualifications. The LMHA reserves the right to deny the use of any independent inspector who is not licensed or certified or who refuses to provide documentation of such. Inspections are approved on a case by case basis.

4. The independent inspector must provide a copy of the inspection report both to the family and to the PHA. The PHA may not commence monthly homeownership assistance payments, or provide a down payment assistance grant for the family, until the PHA has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the PHA's tenant-based rental voucher program), the PHA shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

(c) *Contract of sale.*

1. Before commencement of monthly homeownership assistance payments or receipt of a down payment assistance grant, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the PHA a copy of the contract of sale (see also ' 982.627 (a) (7)).
2. The Contract of sale must:
   (i) Specify the price and other terms of sale by the seller to the purchaser.
   (ii) Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
   (iii) Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.

(iv) Provide that the purchaser is not obligated to pay for any necessary repairs.
(v)Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under part 24 of this title.

3. In addition to the requirements contained in paragraph (c)(2) of this section, a contract for the sale of the units not yet under construction at the time the family is to enter into the contract for sale must also provide that:
(i) The purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site has received environmental approval prior to commencement of construction in accordance with 24 CFR 982.628.
(ii) The construction will not commence until the environmental review has been completed and the seller has received written notice from the PHA that environmental approval has been obtained. Conduct of the environmental review may not necessarily result in environmental approval, and environmental approval may be conditioned on the contracting parties' agreement to modifications to the unit design or to mitigation actions.
(iii) Commencement of construction in violation of paragraph (c)(3)(ii) of this section voids the purchase contract and renders homeownership assistance under 24 CFR part 982 unavailable for purchase of the unit.

(d) *PHA disapproval of seller.* In its administrative discretion, the PHA may deny approval of a seller for any reason provided for disapproval of an owner in ' 982.306(c).

FINANCING PURCHASE OF HOME; AFFORDABILITY OF PURCHASE. [24 CFR 982.632]

(a) The PHA may establish requirements for financing the purchase of a home to be assisted under the homeownership option. Such PHA requirements may include requirements concerning qualification of lenders (for example, prohibition of seller financing or case-by-case approval of seller financing), or concerning terms of financing (for example, a prohibition of balloon payment mortgages, or establishment of a minimum homeowner equity requirement from personal resources).

It is the policy of this PHA to:

- **approve balloon payment mortgages on a case by case basis;**
- **review Seller financing on a case by case basis prior to approval;**
- **require that the minimum down payment is three percent of the purchase price and that at least one percent of the purchase price come from the family's personal resources;**
- **approve the proposed mortgage (which must comply with generally accepted mortgage underwriting requirements); and**
- **require the family to enter into a written agreement with the Lorain MHA to comply with all of its obligations under the Section 8 program.**

There is no prohibition against using local or State Community Development Block Grant (home ownership CDBG) or other subsidized financing in conjunction with the homeownership program.

(b) If the purchase of the home is financed with FHA mortgage insurance, such financing is subject to FHA mortgage insurance requirements.

(c) The PHA may establish requirements or other restrictions concerning debt secured by the home.

It is the policy of this HA that no other debt, secured by the home, is allowed without prior approval of Lorain MHA.

(d) The PHA may review lender qualifications and the loan terms before authorizing homeownership assistance. The PHA may disapprove proposed financing, refinancing or other debt if the PHA determines that the debt is unaffordable, or if the PHA determines that the lender or the loan terms do not meet PHA qualifications. In making this determination, the PHA may take into account other family expenses, such as child care, un-reimbursed medical expenses, home ownership expenses, and other family expenses as determined by the PHA.

(e) All PHA financing or affordability requirements must be described in the PHA administrative plan.

It is the policy of this HA to adopt the affordability criteria of approved mortgage lending institutions with respect to debt to income ratios allowing for any special programs that may be available through said lending institutions for which the participant might qualify.

Any participant that has excessive debt ratios or derogatory credit will be provided an opportunity to correct those deficiencies. Once the deficiencies have been corrected, they will become eligible to participate in the homeownership program subject to all initial requirements set forth herein.

CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS. [24 CFR 982.633]

(a) *Occupancy of home.* Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the PHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

(b) *Family obligations.* The family must comply with the following obligations.

1. *Ongoing counseling.* To the extent required by the PHA, the family must attend and complete ongoing home ownership and housing counseling.

It is the policy of this PHA to, at the discretion of this PHA, require the family to participate in ongoing counseling.

2. *Compliance with mortgage.* The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

3. *Prohibition against conveyance or transfer of home.*
(i)So long as the family is receiving homeownership assistance, use and occupancy of the home is subject to ' 982.551(h) and (i).
(ii) The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
(iii) Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the

decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with '982.551(h).

4. *Supplying required information.*
(i) The family must supply required information to the PHA in accordance with '982.551(b).

It is the policy of this HA that families will be required to report <u>all</u> increases in income/asset of all household members to the HA in writing within 7 business days.

The HA will review and certify the reported information. The interim review criteria required for the HCVHO Program is the same as the HCV Rental Program. An interim will be done if all criteria are met.

It is the policy of this HA to include the following regulations on repayment of any monies owed due to failure of family obligations in reporting changes in income resulting in an overpayment of Homeownership Program assistance:

Federal Regulations '982.552; '982.552(b)(6-8); '982.163; and corresponding LMHA Administrative Policy (Chapter 18 A, C, D, E).

(ii) In addition to other required information, the family must supply any information as required by the PHA or HUD concerning:
   A. Any mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt:
   B. Any sale or other transfer of any interest in the home; or
   C. The family=s home ownership expenses.

5. *Notice of move-out.* The family must notify the PHA before the family moves out of the home.

6. *Notice of mortgage default.* The family must notify the PHA if the family defaults on a mortgage securing any debt incurred to purchase the home.

7. *Prohibition on ownership interest on second residence.* During the time the family receives homeownership assistance under this subpart, no family member may have any ownership interest in any other residential property.

8. *Additional PHA requirements.* The PHA may establish additional requirements for continuation of homeownership assistance for the family (for example, a requirement for post-purchase home ownership counseling or for periodic unit inspections while the family is receiving homeownership assistance). The family must comply with any such requirements.

It is the policy of this PHA to require Homeownership Option Participants to establish a home maintenance bank account into which a set amount (amount to be determined for each participant not to exceed 10% of monthly net income) must be deposited on a monthly basis.

At annual recertification, the participant is required to provide documentation of such account and the balance in said account.

LMHA will also conduct annual walk thru inspections on the unit. These inspections will coincide with the required annual recertification process.

LMHA also reserves the right to do drive by inspections. These inspections will not interrupt the participant in any way. LMHA will simply drive by the unit on occasion and view the unit from the outside. LMHA will not attempt to enter the unit on these occasions. If LMHA sees a reason for further investigation of the premises, a notice of inspection will be sent directly to the participant with a specific appointment date and time.

If, at any of these inspections, the unit obviously requires repairs, the PHA can require the family to do such repairs in a timely manner and can exercise the PHA's discretion in requiring the family to attend and complete ongoing home ownership counseling.

9. *Other family obligations.* The family must comply with the obligations of a participant family described in ' 982.511. However, the following provisions do not apply to assistance under the homeownership option: ' 982.551(c), (d), (e), (f), (g) and (j).

(c) *Statement of homeowner obligations.* Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.

MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE. [24 CFR 982.634]

(a) *Maximum term of assistance.* Except in the case of a family that qualifies as an elderly or disabled family (see paragraph (c) of this section), the family members described in paragraph (b) of this section shall not receive homeownership assistance for more than:

1. Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
2. Ten years, in all other cases.

(b) *Applicability of maximum term.* The maximum term described in paragraph (a) of this section applies to any member of the family who:

1. Has an ownership interest in the unit during the time that homeownership payments are made; or
2. Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

(c) *Exception for elderly and disabled families.*

1. As noted in paragraph (a) of this section, the maximum term of assistance does not apply to elderly and disabled families.
2. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.
3. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this part).

(d) *Assistance for different homes or PHAs.* If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in paragraph (a) of this section.

AMOUNT AND DISTRIBUTION OF MONTHLY HOMEOWNERSHIP ASSISTANCE PAYMENT. [24 CFR 982.635]

(a) *Amount of monthly homeownership assistance payment.* While the family is residing in the home, the PHA shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the *lower of:*

1. The payment standard minus the total tenant payment; or
2. The family=s monthly home ownership expenses minus the total tenant payment.

(b) *Payment standard for family.*

1. The payment standard for a family is the lower of:
   (i) The payment standard for the family unit size; or
   (ii) The payment standard for the size of the home.
2. If the home is located in an exception payment standard area, the PHA must use the appropriate payment standard for the exception payment standard area.
3. The payment standard for a family is the greater of:
   (i) The payment standard (as determined in accordance with paragraphs (b)(1) and (b)(2) of this section) at the commencement of homeownership assistance for occupancy of the home; or
   (ii) The payment standard (as determined in accordance with paragraphs (b)(1) and (b)(2) of this section) at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.
4. The PHA must use the same payment standard schedule, payment standard amounts, and subsidy standards pursuant to ' 982.402 and ' 982.503 for the homeownership option as for the rental voucher program.

(c) *Determination of home ownership expenses.*

1. The PHA shall adopt policies for determining the amount of homeownership expenses to be allowed by the PHA in accordance with HUD requirements.

It is the policy of this HA to adopt the affordability criteria of approved mortgage lending institutions with respect to debt to income ratios allowing for any special programs that may be available through said lending institutions for which the participant might qualify.

Any participant that has excessive debt ratios or derogatory credit will be provided an opportunity to correct those deficiencies. They will then become eligible to participate in the homeownership program subject to all initial requirements set forth herein.

2. Home ownership expenses for a homeowner (other than a cooperative member) may only include amounts allowed by the PHA to cover:
   (i) Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
   (ii) Real estate taxes and public assessments on the home;

(iii) Home insurance;
(iv) The PHA allowance for maintenance expenses;
(v) The PHA allowance for costs of major repairs and replacements;
(vi) The PHA utility allowance for the home;
(vii) Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as home ownership expenses is needed as a reasonable accommodation so that the home ownership option is readily accessible to and usable by such person, in accordance with part 8 of this title; and;
(viii)Land lease payments (where a family does not own fee title to the real property on which the home is located; see '982.628(b)).

3. Home ownership expenses for a cooperative member may only include amounts allowed by the PHA to cover:
(i) The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
(ii) Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
(iii) Home insurance;
(iv) The PHA allowance for maintenance expenses;
(v) The PHA allowance for costs of major repairs and replacements;
(vi) The PHA utility allowance for the home; and
(viii) Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as home ownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with part 8 of this title.

4. If the home is a cooperative or condominium unit, home ownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

(d) *Payment to lender or family.* The PHA must pay homeownership assistance payments either:

1. Directly to the family or;
2. At the discretion of the PHA, to a lender on behalf of the family. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family.

It is the policy of this HA to provide the lender with a notice of the amount of the housing assistance payment prior to the close of the loan. LMHA's contribution towards the family's homeowner expense will be paid directly to a debit account set up for the purpose of the payment of the mortgage. Other terms required by the lender will be considered.

(e) *Automatic termination of home ownership assistance.* Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. However, a PHA has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

PORTABILITY. [24 CFR 982.636]

(a) *General.* A family may qualify to move outside the initial PHA jurisdiction with continued homeownership assistance under the voucher program in accordance with this section.

(b) *Portability of homeownership assistance.* Subject to '982.353(b) and (c), '982.552 and '982.553, a family determined eligible for homeownership assistance by the initial PHA may purchase a unit outside of the initial PHA=s jurisdiction, if the receiving PHA is administering a voucher homeownership program and is accepting new home ownership families.

(c) *Applicability of Housing Choice Voucher program portability procedures.* In general, the portability procedures described in '982.353 and procedures described in '982.355 apply to the homeownership option and the administrative responsibilities of the initial and receiving PHA are not altered except that some administrative functions (e.g. issuance of a voucher or execution of a tenancy addendum) do not apply to the homeownership option.

(d) *Family and PHA responsibilities.* The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

(e) *Continued assistance under '982.637.* Such continued assistance under portability procedures is subject to '982.637.

MOVE WITH CONTINUED TENANT-BASED ASSISTANCE. [24 CFR 982.637]

(a) *Move to a new unit.*

1. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance in accordance with this section. The family may move either with voucher rental assistance (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with homeownership option program requirements).
2. The PHA may not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home.
3. The PHA may establish policies that prohibit more than one move by the family during any one year period.

It is the policy of this PHA to prohibit the participant from moving within the first year (12 months) after closing on a mortgage.

(b) *Requirements for continuation of homeownership assistance.* The PHA must determine that all initial requirements listed in '982.626 (including the environmental requirements with respect to a unit not yet under construction) have been satisfied if a family that has received homeownership assistance wants to move to such a unit with continued homeownership assistance. However, the following requirements do not apply:

1. The requirement for pre-assistance counseling ('982.630) is not applicable. However, the PHA may require that the family complete additional counseling (before or after moving to a new unit with continued assistance under the homeownership option).
2. The requirement that a family must be a first-time homeowner ('982.627) is not applicable.

(c) *When PHA may deny permission to move with continued assistance.* The PHA may deny permission to move to a new unit with continued voucher assistance as follows:

1. *Lack of funding to provide continued assistance.* The PHA may deny permission to move with continued rental or home ownership assistance if the PHA determines that it does not have sufficient funding to provide continued assistance.
2. *Termination or denial of assistance under '982.638.* At any time, the PHA may deny permission to move with continued rental or homeownership assistance in accordance with '982.638.

DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILY. [24 CFR 982.638]

(a) *General.* The PHA shall terminate homeownership assistance for the family, and shall deny voucher rental assistance for the family, in accordance with this section.

(b) *Denial or termination of assistance under basic voucher program.* At any time, the PHA may deny or terminate homeownership assistance in accordance with '982.552 (Grounds for denial or termination of assistance) or '982.553 (Crime by family members).

c) *Failure to comply with family obligations.* The PHA may deny or terminate assistance for violation of participant obligations described in '982.551 or '982.633.

(d) *Mortgage default.* The PHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The PHA, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, the PHA must deny such permission, if:

1. The family defaulted on an FHA-insured mortgage; and
2. The family fails to demonstrate that:
   (i) The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and
   (ii) The family has moved from the home within the period established or approved by HUD.

ADMINISTRATIVE FEES. [24 CFR 982.639]

The ongoing administrative fee described in '982.152(b) is paid to the PHA for each month that homeownership assistance is paid by the PHA on behalf of the family.

RECAPTURE OF HOMEOWNERSHIP ASSISTANCE. [24 CFR 982.640]**[REMOVED]**

HOMEOWNERSHIP OPTION: APPLICABILITY OF OTHER REQUIREMENTS. [24 CFR 982.641]

(a) *General.* The following types of provisions (located in other subpart of this part) do not apply to assistance under the home ownership option:

1. Any provisions concerning the Section 8 owner or the HAP contract between the PHA and owner;
2. Any provisions concerning the assisted tenancy or the lease between the family and the owner;
3. Any provisions concerning PHA approval of the assisted tenancy;
4. Any provisions concerning rent to owner or reasonable rent; and
5. Any provisions concerning the issuance or term of voucher.

(b) *Subpart G requirements.* The following provisions of subpart G of this part do not apply to assistance under the home ownership option:

1. Section 24 CFR 982.302 (Issuance of voucher; Requesting PHA approval of assisted tenancy);
2. Section 24 CFR 982.303 (Term of voucher);
3. Section 24 CFR 982.305 (PHA approval of assisted tenancy);
4. Section 24 CFR 982.306 (PHA disapproval of owner)(except that a PHA may disapprove a seller for any reason described in paragraph (c), see '982.631(d).
5. Section 24 CFR 982.306 (Tenant screening);
6. Section 24 CFR 982.306 (Lease and tenancy);
7. Section 24 CFR 982.309 (Term of assisted tenancy);
8. Section 24 CFR 982.310 (Owner termination of tenancy);
9. Section 24 CFR 982.311 (When assistance is paid)(except that 24 CFR 982.311 (c)(3) is applicable to assistance under the home ownership option);
10. Section 24 CFR 982.313 (Security deposit: Amounts owed by tenant); and
11. Section 24 CFR 982.314 (Move with continued tenant-based assistance).

(c) *Subpart H requirements.* The following provisions of subpart H of this part do not apply to assistance under the home ownership option:

1. Section 24 CFR 982.352(a)(6) (Prohibition of owner-occupied assisted unit);
2. Section 24 CFR 982.352(b) (PHA-owned housing); and
3. Those provisions of '982.353(b)(1), (2), and (3) (Where family can lease a unit with tenant-based assistance) and '982.355 (Portability: Administration by receiving PHA) that are inapplicable per '982.636;

(d) *Subpart I requirements.* The following provisions of subpart I of this part do not apply to assistance under the home ownership option:

1. Section 24 CFR 982.403 (Terminating HAP contract when unit is too small);
2. Section 24 CFR 982.404 (Maintenance: Owner and family responsibility; PHA remedies); and
3. Section 24 CFR 982.405 (PHA initial and periodic unit inspection).

(e) *Subpart J requirements.* The requirements of subpart J of this part (Housing Assistance Payments Contract and Owner Responsibility) ('982.451-456) do not apply to assistance under the home ownership option.

(f) *Subpart K requirements.* Except for those sections listed below, the requirements of

subpart K of this part (Rent and Housing Assistance Payment) ('982.501-521) do not apply to assistance under the home ownership option:

1. Section 24 CFR 982.503 (Voucher tenancy: Payment standard amount and schedule);
2. Section 24 CFR 982.503 (Family income and composition: Regular and interim reexaminations); and
3. Section 24 CFR 982.517 (Utility allowance schedule).

(g) *Subpart L requirements.* The following provisions of subpart L of this part do not apply to assistance under the home ownership option:

1. Section 24 CFR 982.551(c) (HQS breach caused by family);
2. Section 24 CFR 982.551(d) (Allowing PHA inspection);
3. Section 24 CFR 982.551(e) (Violation of lease);
4. Section 24 CFR 982.551(g) (Owner eviction notice); and
5. Section 24 CFR 982.551(j) (Interest in unit).

(h) *Subpart M requirements.* The following provisions of subpart M of this part do not apply to assistance under the home ownership option:

1. Section 24 CFR 982.602-619; and
2. Section 24 CFR 982.622-624

HOMEOWNERSHIP OPTION: PILOT PROGRAM FOR HOMEOWNERSHIP ASSISTANCE FOR DISABLED FAMILIES. [24 CFR 982.642]

(a) *General.* This section implements the pilot program authorized by section 302 of the American Homeownership and Economic Opportunity Act of 2000. Under the pilot program, a PHA may provide homeownership assistance to a disabled family residing in a home purchased and owned by one or more members of the family. A PHA that administers tenant-based assistance has the choice whether to offer homeownership assistance under the pilot program (whether or not the PHA has also decided to offer the homeownership option).

(b) *Applicability of homeownership option requirements.* Except as provided in this section, all of the regulations applicable to the homeownership option (as described in '982.625 through 982.641) are also applicable to the pilot program.

(c) *Initial eligibility requirements.* Before commencing homeownership assistance under the pilot program for a family, the PHA must determine that all of the following initial requirements have been satisfied:

1. The family is a disabled family (as defined in '5.403 of this title);
2. The family annual income does not exceed 99 percent of the median income for the area;
3. The family is not a current homeowner;
4. The family must close on the purchase of the home during the period starting on July 23, 2001 and ending on July 28, 2004; and
5. The family meets the initial requirements described in '982.626; however, the following initial requirements do not apply to a family seeking to participate in the pilot program:
   (i) The income eligibility requirements of '982.201(b)(1);
   (ii) The first-time homeowner requirements of '982.627(b); and
   (iii) The mortgage default requirements of '982.627(e), if the PHA determines that the default is due to catastrophic medical reasons or due to the impact of a federally declared major disaster or emergency.

(d) *Amount and distribution of homeownership assistance payments.*

1. While the family is residing in the home, the PHA shall calculate a monthly homeownership assistance payment on behalf of the family in accordance with ' 982.635 and this section.
2. A family that is a low income family (as defined at 24CFR5.603(b)) as determined by HUD shall receive the full amount of the monthly homeownership assistance payment calculated under ' 982.635.
3. A family whose annual income is greater than the low income family ceiling but does not exceed 89 percent of the median income for the area as determined by HUD shall receive a monthly homeownership assistance payment equal to 66 percent of the amount calculated under ' 982.635.
4. A family whose annual income is greater than the 89 percent ceiling but does not exceed 99 percent of the median income for the area as determined by HUD shall receive a monthly homeownership assistance payment equal to 33 percent of the amount calculated under ' 982.635.
5. A family whose annual income is greater than 99 percent of the median income for the area shall not receive homeownership assistance under the pilot program.

(e) *Assistance payments to lender.* The PHA must make homeownership assistance payments to a lender on behalf of the disabled family. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family. The provisions of ' 982.635(d), which permit the PHA to make monthly homeownership assistance payments directly to the family, do not apply to the pilot program.

(f) *Mortgage defaults.* The requirements of ' 982.638(d) regarding mortgage defaults are applicable to the pilot program. However, notwithstanding ' 982.638(d), the PHA may, in it discretion, permit a family that has defaulted on its mortgage to move to a new unit with continued voucher homeownership assistance if the PHA determines that the default is due to catastrophic medical reasons or due to the impact of a federally declared major disaster or emergency. The requirements of ' ' 982.627(a)(5) and 982.627(e) do not apply to such a family.

HOMEOWNERSHIP OPTION: DOWN PAYMENT ASSISTANCE GRANTS. [24 CFR982.643]

(a) *General.*

1. A PHA may provide a single down payment assistance grant for a participant that has received tenant-based or project-based rental assistance in the Housing Choice Voucher Program.
2. The down payment assistance grant must be applied toward the down payment required in connection with the purchase of the home and/or reasonable and customary closing costs in connection with the purchase of the home.
3. If the PHA permits the down payment grant to be applied to closing costs, the PHA must define what fees and charges constitute reasonable and customary closing costs. However, if the purchase of a home is financed with FHA mortgage insurance, such financing is subject to FHA mortgage insurance requirements, including any requirements concerning closing costs (see ' 982.632(b) of this part regarding the applicability of FHA requirements to voucher homeownership assistance and ' 203.27 of this title regarding allowable fees, charges and discounts for FHA-insured mortgages).

(b) *Maximum down payment grant.* A down payment assistance grant may not exceed twelve times the difference between the payment standard and the total tenant payment.

(c) *Payment of down payment grant.* The down payment assistance grant shall be paid at the closing of the family=s purchase of the home.

(d) *Administrative fee.* For each down payment assistance grant made by the PHA, HUD will pay the PHA a one-time administrative fee in accordance with ' 982.152(a)(1)(iii).

(e) *Return to tenant-based assistance.* A family that has received a down payment assistance grant may apply for and receive tenant-based rental assistance, in accordance with program requirements and PHA policies. However, the PHA may not commence tenant-based rental assistance for occupancy of the new unit so long as any member of the family owns any title or other interest in the home purchased with homeownership assistance. Further, eighteen months must have passed since the family=s receipt of the down payment assistance grant.

(f) *Implementation of down payment assistance grants.* A PHA may not offer down payment assistance under this paragraph until HUD publishes a notice in the **Federal Register.**

Revision effective 10/22/2007

Comments from Public Hearing held 4-01-08
Lorain Metropolitan Housing Authority's Annual Plan

There were no comments on the Annual Plan

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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LORAIN METROPOLITAN HOUSING ATHORITY (LMHA)
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Revised 2-2008

I. **ELIGIBILITY. An applicant must meet all** of the eligibility requirements of the housing assistance for which an application is made in order to obtain the housing assistance. At a minimum, the applicant must be a family, and must be income eligible.

A. **FAMILY. A family includes** but is not limited to:

(1) A family with or without children in which any of the household members are related by blood or marriage or adult members who provide assurance to LMHA, either by affidavit or other documentation, they consider themselves to be in a permanent stable family relationship (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

(2) An elderly family;

(3) A near elderly family;

(4) A disabled family;

(5) A displaced family;

(6) The remaining member of a tenant family; and

(7) A single person who is not an elderly or disabled person; or a displaced person, or the remaining member of a tenant family; or a pregnant woman without children.

B. **INCOME. Annual income means** all monetary amount which:

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

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

(3) Which are not specifically excluded in Annual Income as provided by 24 CFR 5.609…paragraph © of appendix VIII, which is an appendix of the A&O Policy.

(4) Annual income also means the amounts derived (during the 12 month period) from assets to which any member of the family has access.

See Appendix VII for listing of income to be included in rent computations as provided by 24 CFR 5.609 (b) Annual Income.

See Appendix VIII for listing of income to be excluded in rent computations as provided by 24 CFR 5.609 (c) Annual Income.

Income for admission shall not exceed income limits as set forth by the Department of Housing & Urban Development (HUD). See Appendix II for current income limits.

II. **APPLICATIONS. Applicants must complete** a written application for admissions and placement on the waiting list. Applications shall be signed by the head of household, who must be of legal age (18 years of age or an emancipated adult) as defined by the State of Ohio Law.

A. **ACCEPTANCE. Application must be time and date stamped** upon receipt from the applicant. Bedroom size shall be determined at this time based upon family composition and LMHA occupancy standards.

All applicants shall be fingerprinted at the time of application submission and execute a release form for local police/background checks to determine if the applicant's admittance would have a detrimental effect on other tenants or on the development environment.

The Executive Director or his designee may authorize the acceptance of an application through the mail when due to extenuating circumstances; the applicant is unable to return the application in person. The applicant will not be placed on the waiting list until all required documentation is received by LMHA.

B. **INFORMATION RQUIREMENTS. In order to determine** an applicant's eligibility, the following information must be provided:

(1) Names of all family members to reside in the LMHA unit;
(2) Sex of family members;
(3) Relationship of family members;
(4) Birth dates of family members;
(5) Income/Asset information of family members;
(6) Social Security number verification of each member of the applicant's household who is at least six (6) years of age or a certification that no SSN's have been assigned to the applicant and/or member of the applicant's family;
(7) Evidence of citizenship or eligible immigration status;
(8) Documentation for local preference claims; and
(9) Other documentation as required by PHA policy.

Housing Authority personnel shall photo-copy original documents, i.e. birth certificates, marriage licenses, social security numbers, etc. for the applicant file. All information shall be subject to verification.

When an LMHA household separates and both co-heads desire to remain in LMHA housing, one may retain the present LMHA unit and the other must apply through the LMHA Admissions Office.

C. **CHANGES. Applicants are required to notify** the Admissions Office in writing, within fourteen (14) days of any change in address, telephone number, family composition, income/assets, or local preference claims.

D. **WAITING LIST. A county-wide waiting list** shall be maintained for admission to LMHA public housing. The waiting list shall be maintained by bedroom size. The waiting list remains open.

E. **NOTIFICATION TO APPLICANTS. After verification of all** pertinent data required to determine eligibility, applicants shall be notified of their eligibility/ineligibility. **The basis for such ineligibility determination may include but is not limited to:**

(1) **Over-income. The applicant's family income exceeds** the HUD published income limits for Lorain County as stated in Appendix II.

(2) **Misrepresentation. The applicant has committed** fraud in connection with any federally assisted housing program.

(3) **Financial Obligation. The applicant has failed to meet** financial obligations, especially rent; and/or currently owes rent or other amounts to LMHA in connection with a previous tenancy or Section 8 participation. The applicant currently owes Westway Gardens money in connection with a previous tenancy. The applicant is unable to secure utility service (gas and/or electric). Solely at LMHA's discretion, an individual may be placed on the waiting list and lease a unit owing money to LMHA if LMHA determines the applicant merits another change in LMHA housing. An applicant owing money to LMHA must provide documentation to the Housing Authority which the PHA shall use to determine if the applicant merits housing prior to payment in full of the balance owing LMHA. The applicant shall be required to sign a repayment agreement indicating the payment schedule for the balance due LMHA. Failure to comply with the agreement shall result in removal from the waiting list or termination of the lease if the applicant has been housed.

(4) **A history of disturbing neighbors.**

(5) **Incidents of property destruction.**

(6) **Living or housekeeping habits** which could adversely affect the health, safety or welfare of other tenants.

(7) **A history or patter of criminal activity involving** crimes to persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other tenants.

(8) **Current or recent release from incarceration/parole/probation; or a community control program or any other court supervised intervention program** which requires reporting to the court or agency (recent is defined as within two (2) years). Must have at a minimum, a clear two (2) year criminal history.

(9) **An eviction from assisted housing** or termination from the Section 8 Program within three (3) years because of drug-related criminal activity.

(10) **The PHA determines an applicant** is illegally using a controlled substance.

(11) **The PHA has reasonable cause to believe** an applicant illegally uses a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants.

(12) **The inability to abide by a lease,** or being unable to legally enter into a lease.

(13) **Designation/Registration as a sexual** offender and/or sexual predator.

LMHA retains the right, when extenuating circumstances exist, as determined solely by LMHA, to permit the admission of a family when one of the above ineligibility exists. 2-11-03

LMHA will not deny admission to public housing to any person because that person has been a victim of domestic violence, dating violence, or stalking provided that such person is otherwise qualified for such admissions.

An applicant may be changed from "N" on the waiting list to "P" Process when additional information is discovered or received prior to the applicant leasing the unit which may be cause to determine the applicant ineligible. Once all additional relevant information is received, the applicant will be returned to "N" or removed from the waiting list and inactivated due to ineligibility.

F. **GRIEVANCE RIGHT. An applicant determined to be ineligible** shall be notified in writing of the basis for such determination, and provided with an opportunity for an informal review should they so desire. The request for the review must be received by LMHA by the date specified in the ineligibility notification letter.

III **TENANT SELECTION AND ASSIGNMENT PLAN. Applicants shall be selected** in sequence by eligibility date and local preference priority for appropriate size units.

A. **LOCAL PREFERENCES. HUD had previously given** PHA's the authority to suspend "federal preferences" and apply local preferences in housing eligible applicants. HUD has now permanently repealed the federal preferences; LMHA has chosen to continue to use the following local preferences (per the QWHRA published 2-18-99 in the Federal Register):

(1) **Veteran**/family of serviceman

(2) **Applicants (head/spouse or co-head) who have** been employed a minimum of 90 days (without regard to amount earned; Elderly/disabled applicants afforded same preference as an applicant employed a minimum of 90 days)

(3) **Applicants who live or work** in Lorain County

(4) **Applicants paying more than** 50% of gross monthly income toward rent and utilities of a leased unit for a minimum of 90 days (the unit must be leased in the applicants name; utilities must be in the name of a household member in the applicant family)

(5) **Applicants who are leaving** the Shelter + Care Program due to budget constraints

(6) **Homeless. An applicant must provide documentation** certifying they are homeless. Documentation will be accepted from the Haven Center, Lorain; Catholic Charities Family Center, Lorain; the Mission, Elyria; The Urban League,Elyria; or the Oberlin Community Center, Oberlin. LMHA reserves the right to approve/disapprove documentation from additional credible agencies other than those listed.

(7) **Displacement by government action** (Documentation will be accepted from local, state, or federal government agencies)

(8) **Victims of natural disasters,** such as Hurricane Katrina, will be given a first and foremost preference **up to one (1) year from the date of the declared disaster.** Proper documentation (written verification from Federal, State or Local Emergency Management Agencies, the Red Cross or other agencies outside the jurisdiction of LMHA) must be supplied by the applicant.

(9) **Applicants whose household includes** a child receiving social security benefits for a disability.

Additionally, an applicant that is a one person elderly, disabled or displaced family, will be given a preference over an applicant that is a single person who is not elderly or displaced, or a person with disabilities, regardless of the applicant's local preferences. (per QHWRA published 2-18-99, PHA's are permitted to retain this singles preference and LMHA has chosen to retain this preference).

Preferences will be aggregated other than the preference for victims of natural disasters which is a first and foremost preference.

B. FAMILY COMPOSITION CRITERIA. The Admissions Department shall utilize the following guideline when housing applicants:

(1) **No more than** two (2) persons shall be required to occupy a bedroom

(2) **Persons of different generations** and unrelated adults shall have separate bedrooms (different generations is defined as a difference of ten (10) years) (2-11-03)

(3) **Children of the same gender** may share a bedroom (other than those falling in the different generation category). Adults of the same gender may choose to share a bedroom regardless of age to facilitate the need for family support.

(4) **Children of the opposite gender** shall share a bedroom until the older child reaches the age of five (5) unless documentation is provided by a physician, health professional or agency that it is beneficial for the children to be in separate bedrooms.

(5) **Families needing a unit** that is larger than the size recommended by LMHA occupancy standards due to a physical or mental handicap of a household member, shall be allowed to apply for the larger unit upon documentation of the need.

(6) **Upon request by the applicant,** the applicant may be placed on the waiting list for a smaller size unit that that which the PHA would be required to assign based on the suggested occupancy guidelines.

The Housing Authority shall use the following table as the guideline in assignment of units in addition to the preceding criteria.

Number of bedrooms	Number of persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	4	6
4	6	8
5	8	10
6	10	12

The Housing Authority reserves the right to permit a lower level of occupancy for units for which no applicants exist on the waiting list for a particular size. Additionally, the Housing Authority may, at it's discretion waive the policy of "children of the opposite sex shall share a bedroom until the older child reaches the age of five (5)", when due to vacancies it will be advantageous to offer the applicant family a unit wherein the children shall have separate bedroom prior to the older child reaching the age of five (5). **Additionally, the Housing Authority will approve an additional bedroom for an applicant who cares for foster children.**

At no time, may a single person be offered a two (2) bedroom unit. (24 CFR 5.405 [c] [1])

Occupancy by police officers to provide security for public housing residents. For the purpose of increasing security for residents of a public housing development, the PHA may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. When warranted, to increase security in the Development, LMHA will permit one unit per Development to be occupied by an officer who would otherwise be ineligible for occupancy (this is in addition to the police substation located within the Developments at Leavitt Homes, Westview Terrace, and Wilkes Villa). The officer will pay the LMHA flat rent amount for the size unit occupied. The officer will sign the lease utilized by all LMHA residents.

C. PRE-VACANCY REPORT. When necessary, the Housing Authority utilizes a pre-vacancy report whenever possible in the assignment of units. Development Managers notify the Admissions Department of the anticipated date of the vacancy. This report is maintained in the same format as the vacancy report, i.e. by Development, address, bedroom size, etc. Applicants are offered available units by employing the pre-vacancy report whenever possible. In some instances, a tenant may vacate without prior notice and the unit must be placed directly on the vacancy report, therefore by-passing the pre-vacancy report. The pre-vacancy report cannot be utilized when there are few applicants waiting for certain bedroom sizes and they are offered units directly from the vacancy report.

D. ASSIGNMENT. At the time of selection, the applicant shall be referred for placement in accordance with the following plan:

LMHA shall offer the applicant first in sequence on the waiting list one (1) unit of the appropriate size and type appropriate to the applicant's needs. The unit offered shall be appropriate size and type with the earliest vacate date. If the applicant refuses the unit "without good cause", the applicant shall be dropped to the bottom of the appropriate size waiting list. "With good cause" is defined by the following:

(1) **Inaccessibility to source** of employment, education or job training, children's day care, education program for children with disabilities, or a change in school districts. Additionally, "good cause" would also be given if acceptance of the unit offer would require a household member to quit a job, drop out of an educational institution, take a child out of daycare, remove a child from an educational program for children with disabilities or cause a child to change school districts.

(2) **The family demonstrates** to LMHA's satisfaction that the acceptance of the offer will place a family member's life, health, or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders or documents from a law enforcement agency. Reasons must be specific to the family.

(3) **A health professional verifies** temporary hospitalization or recovery from illness of the principal household member, other household members (must be listed on final application) or live-in aide necessary to the care of the principal household member.

(4) **The unit is inappropriate** for the applicant's or a household member's disabilities.

Refusals due to location alone do not qualify for the good cause exemption.

The applicant must document to LMHA's satisfaction that the hardship claimed is good cause for refusing the offer of housing. **If good cause if verified**, the refusal of the offer shall not require the applicant to be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list.

LMHA shall maintain in writing the location, date, and circumstances of each offer and each acceptance or refusal in the applicant's file which is subject to audit.

LMHA approved transfers, based on the LMHA transfer policy, shall take precedence over new admissions.

E. REMOVAL FROM THE WAITING LIST. The Housing Authority will document in each applicant's file the date and reason the applicant's name was removed from the waiting list. Other than ineligibility, the PHA may remove an applicant from the waiting list for the following reasons:

(1) At the request of the applicant
(2) The applicant no longer meets the eligibility requirements for the property or program.
(3) Non-compliance with supplying required documents.
(4) Failure to attend the required orientation (applicants are given two opportunities to attend; additional consideration given with medical documentation).
(5) The applicant is unable to obtain utility service (gas or electric) lease the unit offered
(6) Mail sent to the applicant's address is returned as undeliverable and LMHA is unable to reach the applicant by phone.
(7) The applicant fails to lease the unit accepted.
(8) The applicant has been offered a unit in every Development and has refused all units. LMHA is unable to assist the applicant with housing.

F. UNIT ACCESSIBILITY. The Housing Authority will adhere to the following assignment of units with special accessibility features for individuals with handicaps. Accessible units must be offered in this order to:

(1) A current occupant living in a non-accessible unit who requires the accessibility features of a handicap accessible unit;
(2) An eligible applicant on the waiting list having a handicap requiring the accessibility features of the vacant unit;
(3) An applicant who does not have handicaps requiring accessibility, with the PHA requiring the applicant to agree to move to a non-accessible unit if an applicant/tenant requires the accessible unit. In addition, when an accessible unit is available and there are no applicants/current tenants requiring the unit, LMHA will approach organizations i.e. Easter Seals, LEAP/CIL, advising a unit is available to enable the organization to recommend an income eligible qualifying family to apply.

IV VERIFICATION. All factors affecting eligibility and the family's rent payment shall be verified. All verifications will be documented in the applicant's file to enable HUD to audit the file.

A. RESPONSIBILITY FOR INITIAL DETERMINATION, ANNUAL AND INTERIM RECERTIFICATION

(1) RECERTIFICAITON. The PHA is responsible for determination of eligibility for admission; for determination of annual income, adjusted income, and total tenant payment; and for recertification of family income and family composition at least annually. As used in this part, the "effective date" of a certification or recertification refers to:

(a) in the case of an examination for admission, the effective date of initial occupancy; and

(b) in the case of a recertification of an existing tenant, the effective date of the new rent amount as determined in accordance with HUD regulations.

(2) INTERIM RECERTIFICATION PROCEDURE. The tenant rent will remain in effect for the period between the regularly scheduled certifications barring any changes which must be reported in writing by the tenant within fourteen (14) days of the change to LMHA (either at the Development office or through direct mailing to LMHA). The changes which must be reported are:

(a) a change in family composition. The tenant must report all changes in household composition.

(b) a report of the following changes which would result in a decrease in the tenant's rent amount:

.....a decrease in income that lasts in excess of 30 days, except that....if the decrease is a result of the tenant's TANF assistance being reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement, such families must not have the public housing rent reduced based on the benefit reduction. The prohibition on reduction f public housing rent is applicable only if the welfare reduction is neither the result of the expiration of a lifetime time limit on receiving benefits, nor a situation where the family has complied with welfare program requirements but cannot obtain employment. After receiving a request for income recertification and rent reduction predicated on a reduction in tenant income from welfare, the PHA may deny the rent reduction request only after obtaining written verification from the welfare agency that the family's benefits have been reduced because of non-compliance with the economic self-sufficiency

program or a work activities requirement or because of fraud. If a rent reduction based on the above circumstances is denied, the tenant has a right to an administrative review through the PHA's grievance procedure.

(c) an increase in allowances or deductions

Decreases in rent will be effective the first day of the month following the change in circumstances, provided the change was reported in a timely manner (within 14 days of the change).

The tenant must report the following factors which could result in an increase in the tenant rent:

(1) **All increases in household** income except that:

(a) LMHA will only increase a tenant's rent if the gross monthly household income increases by a minimum of $200.00, unless the increase is a result of a new income source. A tenant living in Harr Plaza or International Plaza will only see their rent increase if the gross monthly income increases by $200.00.

(b) The PHA cannot increase a public housing tenant's rent for a period of 12 months when the annual income increases as a result of new employment or increased earnings if the increase in income results from:

► earnings from a previously unemployed family member (must have been unemployed at least 12 months) or the family member has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

► earnings of a family member during participation in a self-sufficiency or job training program.

► earnings of a family member that currently receives or within six months after receiving assistance, benefits, or services under any state program for Temporary Assistance to Needy Families funded under Part A of title IV of the Social Security Act. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance—provided that the total amount over a six-month period is at least $500.

After the 12-month disallowance, a family's rent must be phased in. The phased-in rent cannot increase as a result of the earned income by more than fifty percent (50%) for an additional 12 months.

(2) **Change in family** (which could either provide additional income to the household or reduce the deductions and allowances for which the family qualifies to the extent the increase in income exceeds $200.00 and is a new source).

(3) **Receipt of a deferred payment** in a lump sum which represents the delayed start of a periodic payment, i.e. unemployment, TANF, workman's compensation, etc. (SS and SSI amount are excluded per federal regulations).

Increases in rent will be effective the first day of the second month following the change, provided the change was reported in a timely manner (within 14 days of the change.)

3. **UNREPORTED INCOME POLICY. Tenants are required to report** income changes in writing within fourteen (14) days of the change. Wherein the tenant fails to report an income change that results in an increase in rent, the rent shall be effective the first day of the month following the month in which the change occurred. The tenant will be responsible for the retro-active rent amount, which is the difference between what the rent would have been had the change in income/family composition been reported as required, and the amount the tenant was charged for monthly rent.

At the discretion of the Development Manager, a repayment plan may be offered to the tenant for the retroactive rent amount. Should the Development Manager determine that deliberate and willful misrepresentation has occurred; the Manager may proceed with a lease termination rather than offer the repayment agreement. If a repayment agreement is offered, the agreement shall adhere to the following schedule of payment.

$1.00	to	$300.00	up to 4 months
$301.00	to	$500.00	up to 6 months
$501.00	to	$800.00	up to 9 months
$801.00	to	$1000.00	up to 12 months
$1001.00	to	$1500.00	up to 15 months
$1501.00	to	$2000.00	up to 18 months
$2001.00	to	$2500.00	up to 24 months

Any deviation from the above schedule must be approved by the Development Manager along with securing the approval of the Operations Manager, Assistant Director, or the Director. **Please note: "up to" does not mean that the maximum number of months must be given.**

The above repayment policy for unreported income shall also be used when a repayment agreement is approved for maintenance and/or other charges.

B. INTERVIEW FORMS

1. AUTHORIZATION FOR RELEASE OF INFORMATION/PRIVACY ACT NOTICE (HUD9886) All public housing or applicant adult (18 years of age and older) family member, and spouse (regardless of age), are required to sign a HUD form 9886, Authorization for Release of Information/Privacy Act Notice. All Harr Plaza and International adult applicants, tenants, family members and spouse (regardless of age) are required to sign a HUD 9887 & 9887-A Authorization for Release of Information/Privacy Act Notice. The release will be used by the PHA to obtain asset/income information to determine the applicant's income eligibility. The release may also be used between regularly scheduled recertifications in the event unreported income is suspected. Each consent form expires fifteen (15) months after signature. LMHA will review with applicants and tenants the Release/Notice HUD 9886 and/or HUD 9887 & 9887A (whichever is applicable) which explains:

- how the information provided by the applicant will be used by HUD/PHA
- HUD's restriction on disclosure of information
- that additional information requested by the PHA pertains to HUD eligibility requirements.

2. PERSONAL DECLARATION FORM. The head of household will be required to complete a Personal Declaration Form in order to complete the application process, or to complete an interim/annual certification. The Personal Declaration Form is a statement in the tenant's own handwriting providing income/asset information, family composition information. The use of this form is recommended by HUD's Inspector General.

C. VERIFICATION PROCEDURES. Verification in applicant files may not be more than 90 days old. Time limits do not apply to information that does not need to be recertified, i.e. age, birth certificates, etc. Five (5) methods of verification are acceptable to HUD. They are in order of acceptability:

1. UP-FRONT VERIFICATION (EIV). The PHA will utilize up-front income verification tools, including TASS and the Work Number, whenever possible. The EIV Policy as an addendum to the Admissions and Continued Occupancy Policy. The EIV information, which LMHA can secure through HUD REAC, provides income information from employers, unemployment, and the Social Security Administration. At a minimum, EIV or Third Party employment verifications must contain the following information:

a. regular and overtime hours anticipated
b. overtime hours for the past 12 months
c. current rate of pay
d. anticipated date of salary increases and the amount
e date of hire, date of lay-off, or termination date

2. **THIRD PARTY WRITTEN. Third-party written verification** is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first-class mail and/or fax. The family will be required to sign an authorization form allowing the information source to release the information to the PHA. Two (2) attempts to obtain third-party written verification will be made before relying on another method. Verifications received electronically directly from the source are considered third-party written verifications. A total of three (3) weeks will be allowed for the return of the two (2) attempts to verify third-party written verifications. If third-party written verification is not used, the PHA will document the reasons in the file. Verifications are valid for 90 days from date of receipt. Verifications may be extended for an additional 30 days with a telephone update (a record of the update, included the name and title of the individual contacted must be placed in the applicant/tenant file). Verifications not subject to change (date of birth, place of birth) need not be re-verified.

3. **THIRD-PARTY ORAL VERIFICAITON. Oral third-party verification will be used** when written third-party verification is delayed or impossible to obtain. When third-party oral verification is used, PHA staff will be required to document with whom they spoke, the date of the conversation, and the facts provided. If oral third-party is provided by telephone, the PHA must originate the call. If third-party verification is not available, the PHA will compare the specified information to any documents supplied by the applicant/tenant.

4. **REVIEW OF DOCUMENTS. In the event that** third-party written or oral verification is unavailable or the information has not been verified by a third-party within three (3) weeks, the PHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provided contain complete information.

All such documents will be photocopied and retained in the applicant/tenant file. When documents cannot be photocopied, PHA staff viewing the documents will attest to the validity of the document. The PHA will accept the following documents from families providing that tampering with such documents can be easily noted:

- printed wage stubs with the individual's social security number printed on the wage stub
- computer print-outs from employers
- signed letters (provided the information is confirmed by telephone)
- other documents identified by the PHA as acceptable verification (i.e. W-2 forms; 1099 forms, etc.)

The PHA will accept faxed documents. The PHA will not accept photocopies provided by the individual without the ability to check for accuracy. If third-party verification is received after documents have been accepted as provisional

verification and there is a discrepancy, the PHA will contact third-party sources and the family to resolve the differences.

The PHA will allow up to one (1) week for families to provide documents when third-party verification is impossible to obtain.

5. SELF-CERTIFICATION/SELF-DECLARATION. When information cannot be verified by a third-party verification or a review of documents, families will be required to submit a self-certification. Self-certification is defined as a notarized statement signed under penalty of perjury in the presence of a witness. The PHA will allow up to one week for a family to provide a self-certification or self-declaration if other forms of verification are impossible to obtain. The PHA will document in the file the ability to obtain EIV, third-party written, third-party oral, or review of documents. Self-certification will only be used as a last resort to complete a applicant/tenant certification.

V. RENTS. As indicated by HUD's Notice of Initial Guidance, published February 18, 1999, the rent provisions are effective for families as they are admitted, re-examined or re-certified, on or after October 1, 1999. The 1998 Act requires PHA's to give families a choice among options for rents. The options provided must include at least a flat rent amount and an income-based rent amount. This choice must be given to each family annually. PHA's must provide residents with enough information to make an informed choice. For example, the PHA could provide the family with both the income-based rent amount and the flat rent amount for the unit. LMHA shall provide each applicant/tenant the choice of the following:

►**Income Based Rent: The monthly rental amount**, including any applicable utility allowance, calculated under this method must not exceed the highest of the following:

30% of the family's monthly adjusted income
10% of the family's monthly gross income

►**Minimum Rent**: The monthly rental amount cannot be less than the minimum rent set forth by the PHA. LMHA's minimum rent for public housing units is zero (-0-). The minimum rent for Harr Plaza and International Plaza is the HUD imposed minimum rent of $25.00.

The QWHRA established certain exceptions to the minimum rent requirements for hardship circumstances. Financial hardship includes the following situations:

►The family has lost eligibility or is awaiting an eligibility determination for a Federal, State, or local assistance program.

►The family would be evicted as a result of the imposition of the minimum rent requirement.

►The income of the family decreased because of a changed in circumstances, including loss of employment.

►A death in the family as occurred. Or

►Other circumstances determined by the PHA or HUD.

If the family requests a hardship exemption, the minimum rent requirement is immediately suspended. Suspension may be handled as follows:

The minimum rent is suspended until a determination is made whether:

there is a hardship covered by the statute; and

the hardship is temporary or long-term.

If the PHA determines there is no hardship covered by the statute, minimum rent is imposed (including back payment for minimum rent from the time of suspension). The PHA can request reasonable documentation of the hardship circumstances. The PHA determinations are subject to the grievance procedure.

If the PHA determines the hardship is temporary, the minimum rent is also imposed (including back payment for minimum rent from the time of suspension) but the family cannot be evicted for non-payment during the 90-day period commencing on the date of the family's request for exemption of minimum rent in excess of the tenant rent otherwise payable. A reasonable repayment agreement must be offered for any such rent not paid during that period. If the family thereafter demonstrates that the financial hardship is of long-term duration, the PHA shall retro-actively exempt the family from the minimum rent requirement (required by QWHRA published 2-18-99 in the Federal Register).

►**FLAT RENTS. Flat rents are intended** as an incentive for residents to remain in public housing after than have attained a level of self-sufficiency. The Act requires flat rents be set at "rental value", which HUD interprets to be reasonable market value. LMHA shall review flat rents annually. A flat rent is the amount the family pays directly to LMHA for a specific bedroom size. LMHA arrived at the flat rent amounts by establishing the cost per bedroom as reflected by the current year budget operating expenditures. Flat rents are not applicable to Harr Plaza or International Plaza. The family is responsible for the gas and electric.

The following flat rent amounts are effective 7-01-08.

Bedroom size	Flat rent amount
0	330.00
1	390.00
2	450.00
3	590.00
4	710.00
5	780.00
6	850.00

The 1998 Act requires a PHA to immediately switch a family from a flat rent to an income based rent if the PHA determines that the family has a financial hardship circumstance. When the family requests a change, LMHA will conduct an examination of the family's income in order to switch the family to an income-based rent amount. The rent will change to an income-based rent amount the first of the month following the month the family reported the hardship. Once the family switches to an income-based rent, the family may not return to the flat rent until the next scheduled annual recertification. LMHA will consider the following circumstances a hardship:

- loss or reduction of employment
- death in the family
- increase in the family's expenses for medical costs
- increase in child care costs
- transportation or education costs

VI MISREPRESENTATION. Warning: Title 18, Section 1001 of the United States Code, states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any Department Agency of the United States.

VII PET OWNERSHIP. Pet owners interested in residing in LMHA owned units, may request a pet policy from the Admissions Office or from the Development Manager. LMHA, as an owner and manager for projects for the elderly, disabled, or handicapped, will not:

A. As a condition of tenancy or otherwise, prohibit or prevent any tenant in LMHA housing from owning common household pets or having such pets living in the tenant's dwelling unit; or

B. Restrict or discriminate against any person in connection with admission to, or continued occupancy of, LMHA housing by reason of the person's ownership of common household pets or the presence of such pets in that person's dwelling unit.

VIII EXCLUSION FOR SERVICE ANIMAL. The LMHA Pet Policy shall not apply to service animals who meet the descriptions set forth in this Policy. "Service animals" are defined by Civil Rights Division of the U.S. Department of Justice as "any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability". Service animals are permitted in the developments to assist residents and/or visitors and guests of residents. LMHA will make a "reasonable accommodation" with regard to service animals. The animal, considered to be a service animal, may not necessarily perform physical assistance for the disabled individual but may be required to be an emotional support or medical support service animal. A physician/psychiatrist must provide documentation stating the necessity for the service animal. Service animals are not required to meet the weight restriction listed in the pet policy. Certain breeds, which may be restricted by the pet policy, may be permitted as a service animal when required by the physician, provided an undue financial burden is not placed on the Housing Authority. For instance, a resident requiring a service animal which is of a restricted breed, may be required to purchase liability insurance naming

LMHA as an additionally insured on the policy. Service animals must be muzzled when they are outside the leased unit. The resident is required to remove waste deposited by the service animal. Any resident interfering with or injuring a service animal may be subject to lease termination.

IX TRANSFER POLICY FOR PHA UNITS. The following factors will be used when determining if a transfer shall be granted:

A. **The Development Manager may approve/require** a transfer to correct under/over occupancy of a PHA unit. A transfer granted to remedy over/under occupancy shall be within the same development provided the size unit needed is or will be available in the development. To minimize vacancies/transfers, new born infants [up to the age of two (2)] may share a bedroom with the parent before a transfer is required by the PHA, provided this does not create an over occupancy condition.

B. **The Executive Director may approve** a transfer based on medical need, provided the doctor's statement submitted by the resident substantiates the need for, and demonstrates the medical benefits which may be obtained by transferring to another unit.

C. **The Executive Director may require** and/or approve a transfer which has been determined to be in the best interest of the Authority.

D. **The Executive Director may approve** a transfer for economic purposes, such as employment, school, etc. Documentation must be provided showing a minimum of six (6) weeks of employment and a minimum of six (6) weeks of school attendance in order for a transfer to be considered.

E. **The Executive Director may approve** a transfer under the VAWA Policy in situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking. The transfer request must be accompanied by documentation of the incident as set forth in LMHA's VAWA Policy.

X. GRIEVANCE PROCEDURE. The purpose of the grievance procedure is to assure a PHA tenant is afforded an opportunity for a hearing if the tenant disputes any PHA action or failure to act, involving the tenant's lease with the PHA or PHA regulation which adversely affects the individual tenant's rights, duties, welfare or status. The tenant must notify the PHA within five (5) business days of the occurrence which they wish to grieve.

The PHA may bypass the grievance procedure and move to judicial evictions in cases involving any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or employees of the PHA, or any drug-related criminal activity on or off such premises.

XI SCATTERED SITE HOUSING. Scattered site housing shall be available to current LMHA residents meeting the scattered site transfer criteria (see Appendix VI for complete criteria).

XII NON-DISCRIMINATION. LMHA will not discriminate against any applicant based on the following:

- Race, color or national origin
- Religion
- Sex
- Disability
- Age
- Marital status
- Family composition

LMHA will comply with all Civil Rights laws, including but not limited to:

- Title VI of the Civil Rights Act of 1968, which forbids discrimination on the basis of race, color, religion, national origin or sex.
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and other forms of prohibited discrimination.
- Executive Order 11063.
- Section 504 of the Rehabilitation Act of 1973, which describes housing rights of persons with disabilities.
- The Age Discrimination Act of 1975 which establishes certain rights of the elderly.
- Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern.
- Any applicable State laws or local ordinances, and
- Any legislation protecting the individual rights of tenants, applicants, or staff that may subsequently be enacted.

XIII ETHICAL STANDARDS. The Lorain Metropolitan Housing Authority (LMHA) shall prohibit the solicitation or acceptance of gifts, in excess of a nominal value by and officer or employee of the PHA, or any contractor, subcontractor, or agent of the PHA. Employees violating the LMHA "Ethical Standards Code" shall be subject to disciplinary action up to and including termination. The disciplinary action shall be commensurate with the violation.

IX GENERAL PROVISIONS. Amendment Clause. LMHA reserves the right to interpret, amend, cancel, or waive any provision of this policy under special circumstances, provided such action is consistent with Federal and State laws and the general purpose of Public Housing.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX I

DEFINITION OF TERMS

LORAIN METROPOLITAN HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY
APPENDIX I
DEFINITION OF TERMS

I **APPLICABILITY. This subpart applies** to all dwelling units assisted under the U.S. Housing Act of 1937 in Developments owned and managed by LMHA and leased to LMHA residents.

II **DEFINITIONS. The following definitions** as defined by HUD/PHA are used in the administration of the Public Housing Program operated by LMHA under the Housing Act of 1937. These definitions are also applicable to Section 8 New Construction.

Adjusted Income. Adjusted income means annual income (as determined by the PHA) of the members of the family residing in or intending to reside in the PHA dwelling unit, after making the following deductions:

Mandatory deductions. In determining adjusted income, a PHA must deduct the following amounts from annual income:

- $480.00 for each dependent
- $400.00 for any elderly family or disabled family
- The sum of the following, to the extent the sum exceeds 3% of annual income: Un-reimbursed medical expenses of any elderly family or disabled family;
  Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member with a disability) to be employed.
- Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education; and
- The amount of any earned income of a family member (other than the family head or spouse) who is not 18 years of age or older.

Permissive deductions – for public housing only. A PHA may establish other deductions from annual income. The PHA must identify these deductions in its written policies and must grant them to every family who qualifies.

LMHA has granted a medical deduction to working families whose medical insurance is deducted from their gross wages.

Annual Income. The anticipated total income from all sources (earned or unearned) received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family, including all net income derived from assets for a 12-month period following the effective date of the initial determination or the recertification of income, exclusive of certain types of income as defined in 24 CFR 5.609 (c) 1-17.

Applicant. A person or a family that has applied for housing assistance through LMHA.

Child. A member of the family, other than the family head or spouse, who is under 18 years of age.

Child Care Expenses. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed, actively seek employment, or further his/her education. The amount deducted shall reflect reasonable charges for child care, and in the case of child care necessary for employment, the amount deducted shall not exceed the amount of income derived from the employment. The PHA may not disallow a deduction for child care expenses because there is an unemployed adult in the family if child care expenses permit another adult in the family to be gainfully employed.

Citizen. A citizen or national of the United States.

Dependent. A member of the family household, other than the family head or spouse, (excluding foster children), who is under 18 years of age or is a disabled person or handicapped person, or is a full-time student 18 years of age or over.

Designated Agent Form. A form completed by LMHA applicants designating one (1) person the PHA may contact for removal of the tenant's possession, should the tenant no longer be able to live independently.

Disabled Family. A family whose head, spouse, or sole member is a person with disabilities, or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled Person. A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001-7).

Displaced Family. A family in which each member is displaced by governmental action or a person whose dwelling unit has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced Person. A person displaced by governmental action, 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.

Effective Date. The "effective date" of a certification or recertification refers to:

- in the case of a certification for admission, the date of initial occupancy
- in the case of recertification of an existing tenant, the date the redetermined rent becomes effective.

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

Elderly Person. One who is at least 62 years of age.

Eligible Family. A family who the PHA has determined meets the criteria for occupying a public housing unit.

Evidence of Citizenship or Eligible Immigration Status. The documents which must be submitted to evidence citizenship or eligible immigration status. The acceptable evidence of eligible immigration status, subject to verification, is listed in 24 CFR 5.510.

Excessive Medical Expenses. Any medical expense incurred by an elderly/disabled family in excess of 3% of Annual income, which is not reimbursable from any other source (see definition of medical expenses).

Extremely Low-Income Family. A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, whit adjustments for smaller and larger families.

Family. Family includes but is not limited to:

- A family with or without children in which any of the household members are related by blood or marriage or adult members who provide assurance to LMHA, either by affidavit or other documentation, they consider themselves to be in a permanent, stable family relationship (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size).
- An elderly person or family
- A near-elderly person or family
- A disabled person or family
- A displaced person or family
- The remaining member of a tenant family; and
- A single person who is not elderly, disabled or displaced; (includes a pregnant woman with no children).

Family of Veteran or Service Person. A family is a "family of a veteran or service person" when the veteran or service person:

- is either the head of household or related to the head of household
- is deceased and was related to the head of household at the time of death
- the veteran or service person, unless deceased, is living with the family or is only temporarily absent unless he/she was:

  Formerly the head of household and is permanently absent because of hospitalization, separation or desertion, or is divorced, provided the family contains one or more persons for whose support the veteran or service person is legally responsible and the spouse has not remarried; or

  Not the head of household but is permanently hospitalized, provided that he/she was a family member at the time of hospitalization and there remains in the family at least two (2) related persons.

Foster Care Child Care Payment. Payments to eligible households by state, local, or private agencies appointed by the state to administer payments for the care of foster children. These payments are not considered income for rent calculation purposes.

Full-time Student. A person who is attending school or vocational training on a full-time basis. Full time is defined as 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.

Grievance. Any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.

Handicapped Assistance Expenses. Reasonable expenses that are anticipated during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member (including the handicapped or disabled member) to be employed, provided the expenses are neither paid to a member of the family nor reimbursed from an outside source.

Handicapped Person. A person having a physical or mental impairment that:

- is expected to be of long-continued and indefinite duration;
- substantially impedes his or her ability to live independently; and
- is of such a nature that such ability could be improved by more suitable housing conditions.

Head of Household. The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

HUD. The Department of Housing and Urban Development.

Imputed Asset. An asset disposed of for less than fair market value during the two (2) years preceding certification or recertification.

Imputed Income. HUD passbook rate multiplied by the total cash value of assets. Calculated when assets exceed $5000.00.

Income Limits. Limits established by HUD to determine if applicants qualify for rental assistance in public housing.

INS. The U.S. Immigration and Naturalization Service.

Lease. A written agreement between a PHA and a resident in assisted housing.

Live-in Aide. A person who resides with one or more elderly persons or person with disabilities and who:

- is determined to be essential to the care and well being of the person(s)
- is not obligated for the support of the person (s); and
- would not be living in the unit except to provide the necessary supportive services. Certification form completed by health care professional required for approval of live-in aide. Live-in aide is subject to criminal history/background check.

Low-income Family. A family whose Annual Income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller or larger families. HUD may establish income limits higher or lower than 80% of the median income for the area on the basis of its finding that such variations are necessary because of prevailing levels of construction costs or unusually high or low family income.

Medical Expenses. Those medical expenses, including medical insurance premiums (including Medicare), that are anticipated during the period for which Annual Income is computed and that are not covered by insurance. This deduction is for elderly/disabled families only. **A wide-range of un-reimbursed medical expenses can be claimed, including but not limited to the following:**

- Services of health care professionals and health care facilities (doctors, nurses, practical nurses, therapists, clinics, chiropractors, etc.)

- Laboratory fees, X-rays, and diagnostic tests; costs for blood and oxygen
- Prescription and non-prescription medicines and/or supplies {non-prescription medicines and/or supplies must be on record (written documentation) as being prescribed by a doctor};
- Transportation to/from treating including the actual cost (bus fare, cab);
- Medical care of a permanently institutionalized family member IF his/her income is included in the calculation of annual income for determining rent;
- Dental treatment including fees paid to the dentist for cleaning, fluoride treatments, sealants, x-rays, filling braces, extractions, and dentures;
- Eyeglasses and contact lenses
- Hearing aid and batteries, wheelchair, walker, scooter, artificial limbs (for those items not reimbursed);
- Attendant care or periodic attendant care;
- Payments on accumulated medical bills (that will be due in the year for which annual income is computed) for the services of physicians, nurses, dentists, opticians, mental health practitioners, chiropractors, hospitals, out-patient medical facilities (to the extent that verification can be obtained indicating tenant is making payments);
- Purchase or rental and upkeep of medical equipment;
- Skilled, semi-skilled and unskilled nursing services;
- Any other medically necessary service, apparatus or medication, as documented by a third party health care provider.

Minor. A member of the family (excluding foster children) other than the head or spouse who is under 18 years of age.

Mixed Family. A family whose member includes those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly Adjusted Income. 1/12 of the Annual Income after allowances or deductions.

Monthly Income. 1/12 of the gross Annual Income.

National. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-Elderly Family. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62, living together, or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net Family Assets. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investments. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (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).

Non-Citizen. A person who is neither a citizen nor a national of the United States.
Police Officer. For the purpose of Subpart "E", police officer means a person determined to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State, or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify.
Public Housing Agency (PHA). Any state, county, municipality or other governmental entity or public body that is authorized to engage in or assist in the development or operation of housing for low income individuals/families.
Recertification. The process of securing documentation to determine the rent the tenant will pay for the next 12 months if there are no additional changes reported. There are annual and interim recertifications.
Responsible Entity. For the public housing assistance, the responsible entity means the PHA administering the program under an ACC and HUD.
Security Deposit. A specific dollar amount deposited by the resident with the PHA which may be used upon vacating for unpaid rent or damages to the PHA owned unit.
Service Person. A person in the active military or naval service (including active reserve) of the United States.
Single. A person living alone on intending to live alone who is neither elderly, disabled or the remaining member of a family.
Spouse. Spouse refers to the marriage partner, either a husband or a wife, who is someone you must divorce in order to dissolve the relationship. It includes a partner in a common law marriage. It does not cover boyfriends, girlfriends, significant other, or "co-heads". "Co-head" is a term recognized by some HUD programs, but not by Public and Indian housing programs.
Temporary. Temporary is defined as 90 days or less.
Tenant Rent. The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing).
Total Tenant Payment. The total amount the HUD rent formula requires the tenant to pay toward rent and utilities. Total Tenant Payment is the higher of:

- 30% of the family's monthly adjusted income
- 10% of the family's gross monthly income
- The minimum rent as determined by the PHA in accordance with 5.630

Unit. Residential space for the private use of an individual/family under lease with the PHA.
Utility Allowance. The PHA's estimate of the average monthly utility bills (except telephone) for an energy conscious household. The estimate considers only utilities paid directly by the tenant. If all utilities are included in the rent amount, there is no utility allowance.
Utility Reimbursement Payment (URP). The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the Total Tenant Payment (TTP) for the family occupying the unit. URP payment are mailed directly to the family monthly.

Very Low-Income Family. A family whose Annual Income does not exceed 50% of the median areas, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the areas on the basis of its findings such variations are necessary because of unusually high or low family income.

Veteran. A person who has served in the active military or naval service of the United States for a minimum of six (6) months and who shall have been discharged or released under conditions other than dishonorable.

Welfare Assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly by Federal, State or Local governments.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX II

INCOME LIMITS

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX II

INCOME LIMITS

EFFECTIVE 2-13-08

Number of persons in household	Allowable Income
1	$34,800
2	$39,750
3	$44,750
4	$49,700
5	$53,700
6	$57,650
7	$61,650
8	$65,600
9	$69,600
10	$73,500
11	$77,550
12	$81,500
13	$85,500

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX III

LOCAL PREFERENCES

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX III

LOCAL PREFERENCES

HUD has repealed the federal housing preferences. Housing Authorities may apply local preferences in assigning housing units. LMHA has chosen to use the following local preferences:

- Veterans/serviceman or family of veteran and/or serviceman
- Applicants who have been employed for a minimum of 90 days (without regard to the amount earned)
- Applicants who live or work in Lorain County
- Applicants who are paying more than 50% of the family's monthly gross income toward rent and utilities for a minimum of 90 days (lease for unit must be in applicant's name)
- Applicants who are leaving the Shelter + Care Program due to budgeting constraints
- Displacement by government action (Documentation will be accepted from local, state or federal government agencies)
- Homeless (An applicant must provide documentation certifying they are homeless. Documentation will be accepted from the Haven Center, Lorain; Catholic Charities Family Center, Lorain; the Urban League, Elyria; the Oberlin Community Services, Oberlin; or other agencies as deemed appropriate by the PHA
- Displacement by natural disaster. LMHA will give a first and foremost preference to families who are victims of natural disasters. For the purpose of this preference, natural disasters include but are not limited to victims of floods, tornadoes, hurricanes and tsunamis. Proper documentation includes, but is not limited to, written statements from disaster relief agencies, such as Federal, State, or local Emergency Management Agencies, the Red Cross and other Federal, State or local agencies either within or outside the jurisdiction where the natural disaster has been declared. This preference will be afforded up to one (1) year after the declaration of the natural disaster.
- Applicants whose household includes a child receiving social security benefits for a disability

Elderly/disabled applicants are afforded the same preference as an applicant employed a minimum of 90 days.

Preferences will be aggregated except for the Displacement by natural disaster.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUE OCCUPANCY POLICY

APPENDIX IV

SECURITY DEPOSITS

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSION AND CONTINUED OCCUPANCY POLICY

APPENDIX IV

SECURITY DEPOSITS

The Security Deposit for Tenant Families shall be $100.00.

The Security Deposit for Elderly/Disabled Individuals/Families shall be $50.00

The Security Deposit for "Singles" shall be $100.00.

The Security Deposit for Harr Plaza and International Plaza shall be one month's Total Tenant Payment.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX V

AIR CONDITIONER POLICY, AIR CONDITIONER SURCHARGE FEE SCHEDULE, WATER SURCHARGE POLICY, WATER SURCHARGE FEE SCHEDULE AND UTILITY ALLOWANCE SCHEDULE

LORAIN METROPOLITAN HOUSING AUTHORITY
AIR CONDITIONING POLICY

24CFR Section 965.505(e): "If a PHA installs air conditioning, it shall provide, to the maximum extent economically feasible, systems that give residents the option of choosing to use the air conditioning in their units. The design of systems that offer each resident the option to choose air conditioning shall include retail meters or checkmeters and residents shall pay for the energy used in its operation. For systems that offer residents the option to choose air conditioning, the PHA shall not include air conditioning in the utility allowance. For systems that offer residents the option to choose air conditioning but cannot be checkmetered, residents are to be surcharged in accordance with 965.506."

Because HUD is enforcing this requirement in the federal regulations, Lorain Metropolitan Housing Authority (LMHA) has developed this policy regarding the installation and monitoring of air conditioners (a/c) and the surcharges for the use of air conditioners.

LMHA provides a/c units for each apartment in the high rises. These residents pay no utilities (except at the Westgate building 2310 W 20th Street, Lorain, where the tenant pays for electricity only). LMHA has calculated the cost of operating an air conditioner for a typical cooling season and divided it by 12 to determine the monthly surcharge to be assessed to the resident. The surcharges will be spread out over 12 months so that the residents are not burdened with higher costs during the cooling season. (See attachment entitled "Calculation of the Cost to Operate an Air Conditioner in Northern Ohio".)

High rise tenants who do not want to use their LMHA-provided a/c may request *in writing* that their a/c unit be disabled. Written requests must be submitted to the Public Housing Manager, who will generate a work order for this service. In such cases, the tenant will not be surcharged for the use of the air conditioner nor will they be charged for the a/c to be disabled. These requests MUST be made in writing.

Tenants who desire air conditioning in the family developments (i.e., Leavitt Homes, Westview Terrace, Wilkes Villa, Southside Gardens, Oberlin Homes pagodas, and the Scattered Sites) must provide their own window a/c. LMHA restricts the size of these a/c units to 6000 BTU and will permit a maximum of two (2) air conditioners per floor. It is necessary for LMHA maintenance staff to install the tenant-provided air conditioner to ensure that the a/c units are safely and properly installed. The tenant pays for this installation.

Tenants in the family developments must generate a request via the work order system for their air conditioner to be installed. If there is only one window in the room in which the tenant requests the a/c to be installed, then LMHA will utilize a device called EZ-OUT. This device permits the occupants to exit the room via the window in case of emergency. Tenants will be surcharged for *each* a/c unit installed in their apartment. Tenants who install an a/c without permission will be issued a 24-hour notice to either remove it or to generate a request for LMHA to install the air conditioner. If the tenant fails to comply within 24 hours, then LMHA will enter the unit and remove the a/c for a fee. (See attachment entitled "List of fees for Air Conditioning" for current a/c surcharges and installation fees.)

Implementation of the surcharge

Surcharges for the operation of an air conditioner will be on the rent statement every month of the year in addition to the tenant's rent (plus any other charges for maintenance, late fees, etc. for which the tenant may be responsible).

Tenants who move in during the cooling season (June, July, August and early September) and who use their air conditioning will be surcharged at the same rate as any other resident who moved in prior to June. It is assumed that the air conditioner will be used again next year and therefore a 12-month surcharge period is appropriate.

Exemptions from surcharges for air conditioning usage

Residents who have no income and hence pay no rent may qualify for a hardship exemption from the monthly surcharge for the use of their air conditioner. Residents with disabilities are encouraged to contact other agencies, such as Medicaid/Medicare, Lorain County Job and Family Services, Lorain County Community Action Agency, United Way, etc., that may assist in the payment of surcharges for air conditioning.

Residents must submit their written request for an exemption to their Public Housing Manager along with any documentation that they feel will support their request for the exemption. The manager will submit the tenant's request to the Executive Director for review. Requests for exemption from payment of the surcharges will be considered on a case-by-case basis.

List of surcharges and fees for air conditioning

The following surcharges for the operation of an air conditioner will be on the rent statement every month of the year in addition to the tenant's rent (plus any other charges for maintenance, late fees, etc. for which the tenant may be responsible).

LMHA-provided a/c at **Oberlin Homes High Rise and Albright Terrace**:
8000 BTU unit = **$5.00/month**

LMHA-provided a/c at **Kennedy Plaza, Lakeview Plaza, Riverview Plaza and Westgate building:**
12,000 BTU unit = **$8.00/month**

LMHA provided central air conditioner at **106 South Park Street, Oberlin:**
29,000 BTU unit = **$15.00/month**

In the family developments, the following surcharge will be assessed for *each air conditioner installed in the unit*. This surcharge will be on the rent statement every month of the year in addition to the tenant's rent (plus any other charges for maintenance, late fees, etc. for which the tenant may be responsible).

Tenant-provided a/c unit in family developments
6,000 BTU unit = **$4.00/month per air conditioner unit**

Install a/c in room with only one window (using EZ OUT device).....$100.00
Install a/c in room with more than one window $45.00
Disable the a/c with a power cord protector.....N/C
Reinstall the a/c with the EZ OUT next year. (Tenant must store their EZ OUTdevice).....$30.00
Remove an illegally installed a/c unit $30.00

LORAIN METROPOLITAN HOUSING AUTHORITY

CALCULATION OF THE COST TO OPERATE AN AIR CONDITIONER IN NORTHERN OHIO

The calculation of the typical cost of operating an air conditioner for Lorain Metropolitan Housing Authority residents shall be determined by utilizing the following formula:

$$\frac{\text{BTU x Cost of Electricity (kwh) x Hours of operation}}{\text{EER x 1000}}$$

FACTS

Cost of Electricity = $.12/kwh
Energy Efficiency Rating (EER) for 8,000 BTU units = 9.4
Energy Efficiency Rating (EER) for 12,000 BTU units = 9.0

ASSUMPTIONS

For Family developments and high rises
Hours of Operation: Based on the cooling-degree days for northern Ohio, air conditioners are typically operated during the months of June, July, and August, and for two weeks in September. Thus, there are 30 + 31 + 31 + 14 = 106 days during which cooling may be necessary.

Assume that 75% of these 106 days will require the use of an air conditioner. Assume that an air conditioner will be operating an average of 8 hours per day when it is needed for cooling. These assumptions will be used to determine the number of hours per year that a typical air conditioner will operate in Northern Ohio.

75% x 106 potential cooling days/year x 8 hours/day = 636 hours/year

Family developments only
BTU: **6000 BTU** is the maximum size permitted by LMHA for resident-provided a/c units. Assume this size for all resident-provided units.
EER: Assume an average Energy Efficiency Rating (EER) of **9.0** for resident-provided a/c units

CALCULATIONS

Tenant-provided a/c units in family developments

$$\frac{\text{6000 BTU x \$.12/kwh x 636 hours/year}}{\text{9.0 x 1000}} = \$50.88/\text{year} = \$4.24/\text{month} = \text{rounded to } \$4.00/\text{month}$$

John Frederick Oberlin Homes High Rise, Albright Terrace

$$\frac{\text{8000 BTU x \$.12/kwh x 636 hours/year}}{\text{9.4 x 1000}} = \$64.95/\text{year} = \$5.41/\text{month} = \text{rounded to } \$5.00/\text{month}$$

Kennedy Plaza, Lakeview Plaza, Riverview Plaza

$$\frac{\text{12000 BTU x \$.12/kwh x 636 hours/year}}{\text{9.0 x 1000}} = \$101.76/\text{year} = \$8.48/\text{month} = \text{rounded to } \$8.00/\text{month}$$

106 South Park Street, Oberlin

$$\frac{\text{29000 BTU x \$.12/kwh x 636 hours/year}}{\text{12.0 x 1000}} = \$184.44/\text{year} = \$15.37/\text{month} = \text{rounded to } \$15.00/\text{month}$$

MEMORANDUM

To: All Family Public Housing Residents

From: Lorain Metropolitan Housing Authority

Subject: Resident Notice - Utility Allowances

Date: January 17, 2007

Some corrections were made to the utility allowances mailed you earlier this month. Please discard your previous notice and see the reverse side of this memo to view the revised allowances that go into effect April 1, 2007.

Utility allowances are based on the family's consumption, per bedroom size. Rates are provided by the utility companies. Due to electric rates remaining the same as last year, the allowance for electric remains the same. Gas rates have been adjusted to reflect current market conditions.

The documents on which the utility allowances are based are maintained at the Main Office, 1600 Kansas Avenue, Lorain and are available for resident inspection by contacting Homer Virden, Executive Director.

Residents must submit comments within sixty (60) days from the date of the issuance date of the allowances to Homer Virden, Lorain Metropolitan Housing Authority, 1600 Kansas Avenue, Lorain, Ohio 44052. Comments must be received no later than March 20 2007.

Tenants who desire air conditioning in the family developments (i.e., Leavitt Homes, Westview Terrace, Wilkes Villa, Southside Gardens, Oberlin Homes pagodas and the Scattered Sites) must provide their own window a/c. LMHA restricts the size of these a/c units to 6000 BTU and will permit a maximum of two (2) air conditioners per floor. It is necessary for LMHA maintenance staff to install the tenant-provided air conditioner to ensure that the a/c units are safely and properly installed. The tenant pays for this installation.

Tenants in the family developments must generate a request via the work order system for their air conditioner to be installed. If there is only one window in the room in which the tenant requests the a/c to be installed, then LMHA will utilize a device called EZ-OUT, which permits the occupants to exit the room via the window in case of emergency. Tenants who install an a/c without permission will be issued a 24 hour notice to either remove it or to generate a request for LMHA to install the air conditioner properly. If the tenant fails to comply within 24 hours, then LMHA will enter the unit and remove the a/c for a fee. Following are the fees:

Install a/c in a room with only one window (using EZ-OUT device)	$100.00
Install a/c in a room with more than one window	$ 45.00
Reinstall the a/c with the EZ-OUT next year. (Tenant must store their EZ-OUT device)	$ 30.00
Remove an illegally installed a/c unit	$ 30.00

Tenants will be surcharged for the cost of electricity at the rate of $4.00/month for each a/c installed in their apartment. This surcharge will be on the rent statement every month of the year in addition to the tenant's rent (plus any other charges for maintenance, late fees, etc. for which the tenant may be responsible).

HAV/sd

Cc: AMP Managers
Candy Langham
Admissions

LMHA Water Surcharges

The LMHA dwelling units that have water meters that can be used as check meters shall be subject to water surcharges. The surcharges are developed by using the national average consumption data for specific bedroom sizes in the Section 8 Handbook and applying the current water and sewer rates for the community in which the unit is located. Based on current national average consumption for water, any unit that uses above the amount of water listed in the following table shall be subject to surcharges.

1 Br	7 CCF
2 Br	10 CCF
3 Br	12 CCF
4 Br	15 CCF
5 Br	17 CCF
6 Br	19 CCF

The cost for each CCF used above the amount in the chart shall be $5.41 for units located in Lorain; $6.24 for units located in Elyria; and $11.79 for units located in Oberlin. For example, if you are living in a 3 bedroom unit in Lorain and you use 14 CCF, your surcharge will be $10.82 ($5.41 x 2 CCF above the average of 12 CCF). If you are living in a 2 bedroom unit in Elyria and you use 14 CCF, your surcharge will be $24.96 ($6.24 x 4 CCF above the average of 10 CCF)

Annually the Authority will review the basis on which utility allowances have been established in order to continue adherence to the standards in 24 CFR 965.505.

Request for an exemption from the surcharge for excess water consumption may be granted by the Authority on reasonable grounds such as special needs of elderly, ill or disabled residents, or special factors affecting utility usage not within the control of the resident.

Requests for exemption of the surcharge should be presented in writing along with documentation justifying the request for the exemption to the Manager's Office. The Manager will forward the request to the Executive Director for consideration.

Revised: 12/20/2007

Effective Date: April 1, 2008

LORAIN METROPOLITAN HOUSING AUTHORITY
2008 UTILITY ALLOWANCES
FOR TENANT-PAID UTILITIES

DEVELOPMENT	UTILITY	BEDROOM SIZE 0	1	2	3	4	5	6
OH12-01 LEAVITT HOMES	Gas	------	55	73	86	96	------	------
	Electric	------	34	42	52	55	------	------
	Total:	------	**$89**	**$115**	**$138**	**$151**		
OH12-02 WESTVIEW TERRACE	Gas	------	------	68	74	92	------	------
	Electric	25	22	39	50	64	------	------
	Total:	**$25.00**	**$22.00**	**$107**	**$124**	**$156**		
OH12-03 WILKES VILLA	Gas	------	74	78	98	131	150	146
	Electric	------	25	38	48	55	82	68
	Total:		**$99**	**$116**	**$146**	**$186**	**$232**	**$214**
OH12-04 JOHN FREDERICK OBERLIN HOMES	Gas	------	------	72	86	120	------	------
	Electric	------	------	45	49	41	------	------
	Trash	------	------	4	4	4	------	------
	Total:			**$121**	**$139**	**$165**		
OH12-12 WESTGATE APARTMENTS	Gas	------	------	------	------	------	------	------
	Electric	------	28	33	------	------	------	------
	Total:		**$28**	**$33**				
OH12-13/14 SOUTHSIDE GARDENS	Gas	------	------	84	89	132	151	166
	Electric	------	------	46	64	71	86	111
	Total:			**$130**	**$153**	**$203**	**$237**	**$277**
SCATTERED SITES	Gas	------	------	95	86	99	------	------
	Electric	------	------	73	68	81	------	------
	Total:			**$168**	**$154**	**$180**		

*** See other side for air conditioning surcharges and other a/c related fees**

W:\Exce" "ty Allowances\PH2008

Avg. of ε , 2005-2006 heating season consumption histories used for 2008 PH allowances

Lorain Metropolitan Housing Authority

1600 KANSAS AVE
LORAIN OHIO 44052-3317

"Equal Opportunity Employer"

(440) 288-1600 or 324-4424
TTY/TTD (800) 750-0750
FAX (440) 288-1636
WEB: WWW.LMHA.ORG

To: Lorain Metropolitan Housing Authority Public Housing High Rise Residents
From: John P. McMahon, Assistant Director
RE: HUD Mandated Air Conditioning Surcharges
Date: April 13, 2007

Effective June 1, 2007 Lorain Metropolitan Housing Authority will begin charging all Public Housing residents a surcharge for the use of an air conditioner. This is a HUD requirement. Last year, LMHA held public hearings on this surcharge. It is now incorporated into the Annual Plan and must be implemented.

The following surcharges will appear on the monthly rent statements in addition to rent, maintenance charges, etc.:

$5.00 Oberlin Homes, Albright Terrace
$8.00 Kennedy Plaza, Lakeview Plaza, Riverview Plaza, Westgate Apartments

Failure to pay the surcharge is grounds for termination of lease!

The surcharge was calculated based on the average number of annual cooling-degree days for northern Ohio, the average cost of electricity, and the size of the air conditioner. An annual cost to operate an air conditioner was computed. This cost was divided by 12 to establish the *monthly* surcharges. Hence, these surcharges will appear on resident rent statements *every month* of the year beginning June, 2007.

Residents who do not want to use their air conditioner may request *in writing to their manager* that their a/c unit be disabled. **These requests must be made before May 7, 2007**. Residents whose air conditioners are disabled will not be surcharged. If you want your a/c disabled, fill out the bottom portion of this letter and return it to the manager's office.

Residents who have no income and hence pay no rent *may* qualify for a hardship exemption from the surcharge. Residents with disabilities are encouraged to contact other agencies, such as Medicaid/Medicare, Lorain County Job and Family Services, Lorain County Community Action Agency, United Way, etc. that may assist in payment of the surcharges.

Residents must submit their written request for an exemption to their manager, along with any documentation that they feel will support their request. The manager forwards the requests to the Executive Director, who will consider such requests on a case-by case basis.

If you do not use your air conditioner and want it disabled so you do not have to pay the surcharge, please complete the information below and return it to your manager's office **no later than MAY 7, 2007**. *Failure to return it by that date will result in the surcharge being assessed on your June rent statement.*

By signing this form, I am requesting that my air conditioner be disabled. I understand that I will not be assessed a surcharge.

Printed Name:_____ Apt. No._____

Signature _____ Date _____

HOMER A. VIRDEN
EXECUTIVE DIRECTOR

ETTORE JANUZZI
BOARD CHAIRMAN

MICHAEL KELLEHER
BOARD VICE CHAIRMAN

EVELYN FRANCE
DRAKE HOPEWELL
BEATRICE NELSON
COMMISSIONERS

DENNIS O'TOOLE
LEGAL COUNSEL

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX VI

RESIDENT CRITERIA FOR SCATTERED SITE HOUSING

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX VI

RESIDENT CRITERIA FOR SCATTERED SITE HOUSING

- Must have been an LMHA resident for a minimum of two (2) years at time of application.

- Resident can have no more than two (2) late rents within a twelve (12) month period.

- Tenant history to be checked includes:
  a. no work orders in files can evidence tenant caused damage (wear and tear not cause for denial)
  b. no complaints in file against resident/family/ children or guests
  c. no vandalism by resident/family/children or guests
  d. good housekeeping habits; must have received good or very good on annual inspections; cannot have been on special inspections within the past two (2) years
  e. no criminal history (local police checks and fingerprints will be taken)
  f. must exhibit family stability and pride in housing
  g. must have capability of yard maintenance
  h. if required to perform Community Service, the family must be in compliance
  i. cannot have had the gas or electric disconnected due to non-payment

- When provided by LMHA, the tenant must agree to receive training in:
  a. housekeeping skills
  b. general household maintenance

- All individuals in household over 18 years of age must sign a release of information for criminal history check.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX VII

ANNUAL INCOME

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX VII

ANNUAL INCOME

24CFR 5.609 ANNUAL INCOME

A. ***Annual Income means all amount which:***

1. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
2. Are anticipated to be received from a source outside the family during the 12 month period following admission or annual recertification effective date; and
3. Which are not specifically excluded in paragraph (C) f of this section.
4. Annual income also means amounts derived (during the 12 month period) from assets to which any member of the family has access.

B. ***Annual Income includes, but is not limited to:***

1. The full amount (before any payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensations for personal services.
2. The net income from the operation of a business or profession.
3. Interest, dividends, and other net income of any kind from real or personal property. Where the family has net family assets in excess of $5000.00, the annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings as determined by HUD.
4. The full amount of periodic amounts received from Social Security, annuities, insurance polices, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including the lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (SS & SSI excluded).
5. Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in (c) (3) of this section).

6. Welfare assistance payments. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
   - Qualify as assistance under the TANF program definition at 45 260.31; and
   - are not otherwise excluded under paragraph (C) of this section
7. Periodic and determinable allowance, such as alimony and child support payment, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (C) (7) of this section.

C. ***Annual Income does not include the following:***

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payment under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b) (5) of this section;
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, as defined in 24 CFR 5.403;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. (i) Amounts received under training programs funded by HUD;
   (ii) 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);
   (iii) Amounts received by a participant in other public assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) 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 PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to:

Fire patrol
Hall monitoring
Lawn maintenance
Resident initiatives coordination.

No resident may receive more than one such stipend during the same period of time.

9. Temporary, nonrecurring or sporadic income (including gifts).
10. Reparation payment paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
11. Earnings in excess of $480.00 for each full-time student 18 years or older (excluding the head of household or spouse).
12. Adoption assistance payments in excess of $480.00 per adopted child.
13. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. Amount received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
15. 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.
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609 (c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

D. ***For Public Housing only.*** In addition to the exclusions from annual income covered in paragraph (C) of this section, a PHA may adopt permissive deductions. LMHA has adopted one permissive deduction which is a deduction for medical insurance premiums withheld directly from the employed resident's/applicant's gross pay.

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX VIII

DECONCENTRATION POLICY

IMPLEMENTATION OF DECONCENTRATION POLICY AS REQUIRED BY THE QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998 (QHWRA)

In order to achieve a greater income mix, LMHA offers a local preference to individuals who have been employed a minimum of 90 days. These residents have a greater preference than an applicant who may only live in Lorain County. When LMHA instituted this preference, federal regulations prohibited giving the preference on the amount earned, therefore, the preference was given to an applicant family employed a minimum of 90 days, regardless of amount earned.

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) permits the PHA to consider a number of approaches to achieve the goals of deconcentration and income mixing, such as skipping over certain families on the waiting lists based on income; the establishment of certain preferences, such as working preferences; additional applicant consultation and information; and rent incentives authorized by QHWRA. Since it was prohibited to grant a local preference based on the amount earned, LMHA does not plan to skip over certain families based on income. Families will continue to be housed based on the number of preferences for which they qualify.

At this time, LMHA would continue to use the current local preferences, which include the aforementioned working preference. Additionally, as an enticement to employed individuals, LMHA will grant a permissive deduction to working families for medical insurance premiums withheld from the employed applicant's/resident's gross pay.

LMHA has established flat rent amounts for units based on bedroom size. By offering an applicant the choice of paying 30% of adjusted income or a flat rate based upon the size unit needed, LMHA hopes to attract the working families in need of affordable housing.

Board resolution 8402-99; 6-16-99

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX IX

EIV POLICY

LORAIN METROPOLITAN HOUSING AUTHORITY
ADMISSION AND CONTINUED OCCUPANCY POLICY
APPENDIX IX
EIV POLICY

LMHA will use the Enterprise Income Verification (EIV) provided by HUD to determine if residents/participants are disclosing all household income.

LMHA will advise applicants, Section 8 participants, and Public Housing residents of the PHA's ability to compare the income they are disclosing to the income reported through State Wage Income Collection Agencies, Social Security benefits, and Unemployment benefits.

LMHA will review the EIV system 90 days after admission of an applicant to assisted housing to determine if the applicant disclosed all income at the time of admission to assisted housing.

When the income information supplied by EIV reveals an employer or other income source that the resident/participant did not disclose, LMHA will request the undisclosed employer or other income source to furnish any information necessary to establish the correct level of assistance in a covered program.

Resident/participants who fail to disclose all income will be required to repay the Housing Authority the overpayment amount resulting from the non-disclosure. In addition the resident/participant being required to repay money owed from failure to disclose all income, it is also possible LMHA will initiate an eviction action or terminate the participant from the Section 8 program.

LMHA will not suspend or terminate any resident/participant until the resident/participant has received a notice advising of the findings and informing the resident/participant they have 30 days to contest the findings.

Factors used to determine the appropriate action to be taken will be the length of time the income was unreported, the amount of money the resident/participant must repay, the number of times the resident/participant completed the Personal Declaration form and failed to disclose the income, and the number of times the resident/participant met with an LMHA employee and failed to disclose the income.

If LMHA determines it is in the best interest to offer the resident/participant a repayment agreement and permit the resident/participant to remain in subsidized housing, the following time frames shall apply to the repayment agreement:

$1.00	to	$300.00	up to 4 months
$301.00	to	$500.00	up to 6 months
$501.00	to	$800.00	up to 9 months
$801.00	to	$1000.00	up to 12 months
$1001.00	to	$1500.00	up to 15 months
$1501.00	to	$2000.00	up to 18 months
$2001.00	to	$2500.00	up to 24 months

Any deviation from the above schedule must be approved by the Section 8 Manager or the Public Housing Manager, along with securing the approval of the Director, Assistant Director, or the Operations Manager. The above reference payment schedule will be used for all overpayments resulting from non-disclosed income, whether is disclosed to LMHA under the EIV system or LMHA is able to detect unreported income through other means.

For amounts in excess of $2500.00, the Director and Operations Manager will review the circumstances surrounding the overpayment with the Section 8 Manager/Public Housing Manager to determine a course of action.

In instances where the non-disclosure of income results in overpayments that exceed $5000.00, the resident/participant's case will be referred to LMHA Legal Counsel for appropriate action. Any amounts exceeding $25000.00 will also be reported to the Credit Bureau.

HUD defines a substantial difference as one that is $200.00 or more per month. LMHA's interim policy does not require an interim rent change be processed unless the gross monthly income increases by more than $200.00 per month unless it is an additional source of income, i.e. a resident/participant reporting zero income begins to receive income in the household (regardless of amount). The $200.00 threshold for interim rent changes is applicable to LMHA's Public Housing, Section 8 New Construction, and the Enhanced Voucher Rental Assistance Program (Section 8).

All LMHA Staff working with the EIV will attend training to heighten their awareness of the safeguards which must be undertaken when using the EIV information. At least annually, employees will be reminded of the security and required safeguards required for EIV. LMHA employees will be advised of the penalties associated with the provisions of the Privacy Act of 1974.

Employees will not file a copy f the report in one person's file with another person's information included on the same report. If more than one person's information is on a page, the employee shall either:

a. cut out the section applicable to the household;
b. black out the other household's information; or
c. not file the report in a tenant file folder and document the tenant file that staff reviewed HUD EIV wage information and note the information that was reviewed.

LMHA staff shall properly dispose of the EIV data as soon as it has met the audit requirements of the Housing Authority and the U.S. Department of Housing and Urban Development. All information contained in a resident/participant's file will be in a secure area.

The proper disposal of EIV originals and any documents created is shredding. The LMHA employee shall maintain a register of any EIV documents shredded.

LMHA will keep tenant files in a secure area. Access to the secure area will be limited to LMHA Staff or visitors escorted by LMHA Staff. Restricted areas will be marked clearly with appropriate signs.

LMHA will restrict access to EIV data only to those employees whose duties and responsibilities require access in order to determine the appropriate level of rental assistance.

LMHA Staff using the EIV system must sign a User Agreement.

LMHA will conduct a quarterly review of all User ID's issued to determine if the Users still have a valid need to access the EIV data.

Approved by LMHA Board of Commissioners 6-16-2004

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX X

COMMUNITY SERVICE ADMINISTRATION POLICY

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

COMMUNITY SERVCIE ADMINISTRATION POLICY

The Quality Housing and Work Responsibility Act of 1998 (960.603) requires that each adult resident of public housing must:

a. Contribute eight (8) hours per month of community service (not including political activities); or
b. participate in an economic self-sufficiency program for eight (8) hours per month; or
c. perform eight (8) hours per month of combined activities as described in (a) and (b) of this section.

ELIGIBILITY FOR THE COMMUNITY SERVICE PROGRAM

To comply with the LMHA lease (Page 13, Section A. item 13) all non-exempt residents 18 years and older will be required to perform eight (8) hours monthly of volunteer 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 in which the resident resides. Political activity is excluded.

The public housing tenants exempt from the community service and self-sufficiency requirement are those:

- 62 years of age or older
- A person with a vision impairment or a person with disabilities (as defined under 216 (i)(1) or 1614 of the Social Security Act (42 U.S.C. 416 (i)(1); 1382c) and who is unable to comply with this section; or the primary caretakers of such individuals.
- Meeting the requirements for being exempt from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C.601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program.

- Is a member of a family receiving TANF assistance, benefits, or service under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.); or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program and has been found by the State or other administering entity to be in non-compliance with such program.
- Engaged in work activities as defined under section 407 (d) of the Social Security Act (42 U.S.C. 607 (d)), specified below:

  a. unsubsidized employment;
  b. subsidized private-sector employment;
  c. subsidized public-sector employment;
  d. work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  e. on-the-job training
  f. job-search and job-readiness assistance;
  g. community service programs;
  h. vocational educational training (not to exceed 12 months with respect to any individual);
  i. job-skills training directly related to employment;
  j. educations directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
  k. satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
  l. the provision of childcare services to an individual who is participating in a community service program.

Public Housing Agencies (PHAs) are encouraged to consider 30 hours per week as the minimum number of hours for a work activity exemption as described in Section 407(d) of the Social Security Act (due to the lack of full-time jobs available within Lorain County, LMHA policy utilizes a minimum of ten (10) hours per week of gainful employment at the State of Ohio minimum wage of $6.85 per hour or the equivalent [i.e. waitress hourly rate plus tips] for exemption), and implementation regulations 45 CFR Section 261.31 (a)(1). PHAs can use reasonable guidelines in clarifying this statutory list of work activities in coordination with the Temporary Assistance to Needy Families, (TANF) agency, as appropriate.

Lorain Metropolitan Housing Authority has also determined to include those residents who are considered to be exempt as an adult who is:

> Employed in a position which has scheduled lay off periods annually due to the nature of the employment and/or seasonal calendar (i.e. lawn care employees, construction, teacher's aide, etc.)

COMMUNITY SERVICE PROGRAM ASSIGNMENT

At the annual review each household will be reviewed. At that time an assessment will be made to establish the eligibility of the adult members for the Community Service Program. The PHA will notify the tenant(s) through U.S. Mail of their status in the Community Service Program. Each resident will be given an opportunity to provide documentation that establishes their compliance or exemption to this HUD mandated program.

If the resident is not participating in voluntary work 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, the PHA will refer the tenant to a collaborating agency so that the required service can be performed and documented. The collaborating agency will verify to the PHA that the tenant has been assigned to a community service project at their site. The tenant will be responsible to comply with the rules and regulations set forth by that agency in order to establish and fulfill their service requirement. The Agency will verify to the PHA on a monthly basis the attendance of the participant, the number of hours completed and other pertinent data as deemed necessary by the PHA.

RESULTS OF NON-COMPLIANCE TO COMMUNITY SERVICE PROGRAM

Because the Department of Housing and Urban Development has authorized the Community Service Program is mandatory, each adult member who is not exempt from the Community Service requirement, must provide verification of the compliance to this regulation. The PHA will conduct a determination 30 days prior to the end of the lease period to ascertain whether the tenant or family member has fully complied with the total number of hours required by the Community Service Program. If the tenant or family member has not complied, the PHA must not renew the tenant's lease unless the PHA enters into an agreement with the tenant before the expiration of the lease period. The tenant is then permitted to achieve compliance with the delinquent hours by participating in an economic self-sufficiency program or by contributing community service for the additional hours needed to comply in the aggregate over the following 12 month lease term.

If the tenant does not comply with this requirement, the PHA will notify the tenant of their non-compliance. The PHA will issue a notice of lease termination to the tenant stating the specific grounds for termination and advise the tenant that they may request a grievance hearing on the PHA's determination of noncompliance in accordance with Part 966, subpart B and that the tenant may exercise any available judicial remedy to seek redress from the PHA's non-renewal of the lease because of such determination. The notice shall also inform the tenant of the right to examine the PHA's documents directly relevant to the termination of lease.

The PHA will retain reasonable documentation of service requirement performance or exemption in participant files.

The PHA will comply with nondiscrimination listed in 24 CFR 5.105 (a).

LORAIN METROPOLITAN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

APPENDIX XI

VAWA POLICY

Lorain Metropolitan Housing Authority (LMHA)
Violence Against Women Act (VAWA) Policy

I. Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women And Department of Justice Reauthorization Act of 2005 and more generally to set forth LMHA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by LMHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937. Notwithstanding its title, this policy is gender-neutral and its protections are available to males who are victims of domestic violence, dating violence or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

A. Maintaining compliance with all applicable legal requirements imposed by VAWA;

B. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking;

C. Creating and/or maintaining collaborative arrangements between LMHA, law enforcement authorities, victim service providers and others to promote the well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by LMHA; and

D. Taking appropriate action in response to a reported incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by LMHA.

III. Other LMHA Policies and Procedures

This Policy shall be referenced in and attached to LMHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of LMHA's Admissions and Continued Occupancy Policy and LMHA's Section 8 Administration Plan. LMHA's annual public housing agency plan shall also contain information concerning LMHA's activities, services or programs relating to domestic violence, dating violence, and stalking, if any.

IV. Definitions

As used in this Policy:

A. ***Domestic Violence*** – The term "domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

B. ***Dating Violence*** – means violence committed by a person:
(a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
(b) where the existence of such a relationship shall be determined based on a consideration of the following factors:
  (i) the length of the relationship.
  (ii) the type of relationship.
  (iii) the frequency of interaction between the persons involved in the relationship.

C. ***Stalking*** – means
(a) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
  (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(b) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly commit acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or cause substantial emotional harm to -
  (i) that person;
  (ii) a member of the immediate family of that person; or
  (iii) the spouse or intimate partner of that person;

D. ***Immediate Family Member*** – means, with respect to a person –
(a) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
(b) any other person living in the household of that person and related to that person by blood or marriage.

E. ***Perpetrator*** – means a person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

Non-Denial of Assistance. LMHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

VI. Termination of Tenancy or Assistance

A. ***VAWA Protections.*** Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by LMHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by LMHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

   (a) Nothing contained in this paragraph shall limit any otherwise available authority of LMHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action neither LMHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence, or stalking than applied to other tenants.

(b) Nothing contained in this paragraph shall be construed to limit the authority of LMHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant in the owner, manager, or LMHA, as the case may be, can demonstrate an actual an imminent threat to other tenant or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. ***Removal of Perpetrator***. Further, notwithstanding anything in paragraph {VI. A. 2} or Federal, State or local law to the contrary, LMHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by LMHA. Leases used for all public housing operated by LMHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by LMHA, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. ***Requirement for Verification***. The law allows LMHA or a section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to a waiver as provided in paragraph VII. C., LMHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by LMHA. Section 8 owners or managers receiving rental assistance administered by LMHA may or may not elect to require verification as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. ***HUD-approved form*** – by providing LMHA or the requesting Section 8 owner or manager HUD form #50066 which is available at LMHA, 1600 Kansas Ave., Lorain and all Development Offices of LMHA.. The incident or incidents in question must be described in reasonable detail on the prescribed HUD 50066 and the certification must include the name of the perpetrator.

2. ***Other documentation*** – by providing LMHA or the requesting Section 8 owner or manager 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 the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident must also sign and attest to the documentation under penalty of perjury.

3. ***Police or court record*** – by providing to LMHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police report describing the incident or incidents in question.

B. ***Time allowed to provide verification/failure to provide.*** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking and who is requested by LMHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (excludes, Saturdays, Sundays, and federal holidays) after receipt of the request for verification. Failure to provide verification in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. ***Waiver of verification requirement.*** The Executive Director of LMHA, or his designee, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based o the victim's statement or other corroborating evidence. Such waiver must be in writing. A waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. ***Right of confidentiality.*** All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to LMHA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or

2. required for use in public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted by VAWA, or

3. otherwise required by applicable law.

B. ***Notification of rights.*** All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by LMHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

IX. Transfer to New Residence

Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, LMHA may, if an approved unit size is available at a location that may reduce the risk of harm, approve a transfer by a public housing resident to a different unit in order to reduce the level of risk to the individual. The request to transfer must be accompanied by documentation of the incident as set forth in this policy.

A Section 8 assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect the health and safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, or stalking an who reasonably believes that the tenant or other household member will be imminently threatened or harmed if the individual remains in the present dwelling unit.

X. Relationships with Service Providers

It is the policy of LMHA to cooperate with organizations and entities, both private and governmental that provide shelter and/or services to victims of domestic violence. At their discretions, if LMHA staff become aware that an individual assisted by LMHA is a victim of domestic violence, dating violence or stalking, LMHA may make the victim aware of such providers of shelter or services as appropriate. This policy does not create a legal obligation requiring LMHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. LMHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which LMHA has referral or other cooperative relationships and/or agreements.

XI. Notification

LMHA provides written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance, and termination of tenancy or assistance.

ADMINISTRATIVE PLAN

HOUSING CHOICE VOUCHER PROGRAM

2008

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance Program, are described in and implemented through this Administrative Plan. The Section 8 rental assistance program is federally funded and administered for Lorain County by the Lorain Metropolitan Housing Authority.

Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority (PHA) staff will be in compliance with the PHA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

Jurisdiction
Lorain Metropolitan Housing Authority's jurisdiction is the County of Lorain in the state of Ohio. HUD also approved vouchers for us to operate in Cuyahoga County due to opt-outs.

Our mission is to serve our community's housing needs using available resources

A. LOCAL OBJECTIVES

The Section 8 Program is designed to achieve three major objectives:

1. **To provide decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.**

2. **To promote freedom of housing choice and spatial deconcentration of very low income families of all races and ethnic backgrounds.**

3. **To provide an incentive to private property owners to rent to very low income families by offering timely assistance payments.**

In addition, the PHA has the following goals for the program:

1. **To assist the local economy by increasing the occupancy rate and the amount of money flowing to the community.**

2. **To encourage self sufficiency of participant families.**

B. PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. The Housing Choice Voucher Program was implemented as of 10/1/99.

The PHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The original Plan and any changes must be approved by the Board of Commissioners of the agency, pertinent sections included in the Agency Plan, and a copy provided to HUD.

C. FAIR HOUSING POLICY

It is the policy of the PHA to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The PHA will not deny any family or individual the opportunity for assistance under the Section 8 Program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family status, handicap or disability.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal/State/local information to Voucher holders regarding unlawful discrimination and any recourse available to them. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request.

Except as otherwise provided in 24 CFR, no individual with disabilities will be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the PHA's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

Lorain Metropolitan Housing Authority, 1600 Kansas Avenue, Lorain, Ohio, is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the **TDY telephone service provider**.

D. REASONABLE ACCOMMODATIONS POLICY

It is the policy of this PHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the PHA will treat a person differently than anyone else. The PHA's policies and practices will be designed to provide assurances that persons with disabilities will be provided reasonable accommodation, upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known to applicants and participants. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the PHA, when the PHA initiates contact with a family including when a family applies, and when the PHA schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

- **A physical or mental impairment that substantially limits one or more of the major life activities of an individual;**
- **A record of such impairment; or**
- **Being regarded as having such an impairment**

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403(a), individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addition is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, the PHA will require that a professional third party competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

All PHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

If the PHA finds that the requested accommodation creates an undue administrative or financial burden, the PHA will either deny the request and/or present an alternate accommodation that will still meet the need of the person. An undue administrative burden is one that requires a fundamental alteration of the essential functions of the PHA (i.e., waiving a family obligation). An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the PHA.

The PHA will provide a written decision to the person requesting the accommodation **within 10 - 20 working days.** If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the PHA's decision.

Verification of a Request for Accommodation

All requests for accommodation or modification will be verified with a reliable knowledgeable, professional. The PHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act. **The Housing Authority utilizes organizations which provide assistance for hearing- and sight-impaired persons when needed.**

E. TRANSLATIONS OF DOCUMENTS

The Housing Authority has bilingual staff to assist Spanish-speaking families and has some documents available that are translated into Spanish.

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

Number of applicants and participants who do not speak English and speak the other language.

Cost of translation into the other language per client who speaks the language.

Evaluation of the need for translation by the bilingual staff and by agencies that work with the non-English speaking clients.

The availability of organizations to translate documents, letters and forms for non English speaking families.

Availability of bilingual staff to explain untranslated documents to clients.

F. FAMILY OUTREACH

The PHA will publicize and disseminate information to make known the availability of housing assistance and related services for very low income families on a regular basis. When the PHA's waiting list is open, the PHA will publicize the availability and nature of housing assistance for very low income families in a newspaper of general circulation, minority media, and by other suitable means.

The PHA will also utilize public service announcements.

The PHA will communicate the status of housing availability to other service providers in the community, advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

G. OWNER OUTREACH

The PHA encourages owners of decent, safe and sanitary housing units to lease to Housing Choice Voucher families. The PHA maintains a **list of units available, compiled by bedroom size,** for the program and updates this list about **every two weeks.**

The Housing Authority employs a marketing specialist to aid in the recruit of suburban property owners.

The staff of the PHA initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings, and speaking at local organization meetings.

Printed material is offered to acquaint owners and managers with the opportunities available under the program.

The PHA has active participation with community based organizations, some comprised of private property and apartment owners and managers.

The PHA periodically evaluates the distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted.

The PHA conducts informal meetings with participating owners to improve owner relations and to recruit new owners.

H. PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD /PHA will release family information.
The PHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

In accordance with HUD requirements, the PHA will furnish prospective owners with the family's current address as shown in the PHA's records and, if known to the PHA, the name and address of the landlord at the family's current and prior address.

The PHA will furnish prospective owners with information about the family's rental history (i.e., inspection records, evictions, etc.), or any history of drug trafficking.

A statement of the PHA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

The PHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.

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

I. EQUAL EMPLOYMENT OPPORTUNITY

The PHA practices affirmative action in hiring, promotion and conditions of employment. Position vacancies are advertised in the **Journal, Chronicle and Plain Dealer.** The PHA's recruitment practices will apply aggressive outreach to community-based racial and ethnic groups so that the composition and culture of the staff reflect the composition and culture of the community, to the extent possible. All PHA job postings will display the affirmative action/equal employment opportunity logo and slogan prominently.

J. RULES AND REGULATIONS

This Administrative Plan is set forth to define the PHA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law.

K. MANAGEMENT ASSESSMENT OBJECTIVES

The PHA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the PHA is using its resources in a manner that reflects its commitment to quality and service. The PHA policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators:

Selection from the Waiting List
Reasonable Rent
Determination of Adjusted Income
Utility Allowance Schedule
HQS Inspections and Enforcement
Expanding Housing Opportunities
FMR/exception rent & Payment Standards
Annual Reexaminations
Correct Tenant Rent Calculations
Pre-Contract HQS Inspections
Annual HQS Inspections
Lease-up
Family Self-Sufficiency Enrollment and Escrow Account Balances
Bonus Indicator Deconcentration

Supervisory quality control reviews will be performed by a PHA Supervisor or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP indicators:

Selection from the waiting list
Rent Reasonableness
Determination of adjusted income
HQS Enforcement
HQS Quality Control

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail. The minimum sample size to be reviewed will relate directly to each factor.

Records for monitoring PHA performance:

In order to demonstrate compliance with HUD and other pertinent regulations, the PHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor, and/or assess the PHA's operation procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits.

L. TERMINOLOGY

Lorain Metropolitan Housing Authority is referred to as "PHA" or "Housing Authority" throughout this document.

"Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.

"Tenant" is used to refer to participants in terms of their relation to landlords.

"Landlord" and "owner" are used interchangeably.

"Disability" is used where "handicap" was formerly used.

"Non-citizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.
The "Section 8 program" is also known as the "Housing Choice Voucher Program" established by the October 1, 1999, effective date of the merging of the Section 8 certificate and voucher programs.

"HQS" means the Housing Quality Standards required by regulations as enhanced by the PHA.

"Failure to Provide" refers to all requirements in the first Family Obligation.

"Merger date" refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher program into the Housing Choice Voucher Program.

See Glossary for other terminology.

Chapter 2

ELIGIBILITY FOR ADMISSION

INTRODUCTION

The policy of this PHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The PHA staff will review all information provided by the family carefully. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation for the basis of any decision made by the PHA pertaining to their eligibility.

A. ELIGIBILITY FACTORS

The PHA accepts applications only from families whose head or spouse is at least 18 years of age **or emancipated minors under State Law.**

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the PHA.

The HUD eligibility criteria are:

An applicant must be a "family"

An applicant must be within the appropriate Income Limits

An applicant must furnish Social Security Numbers if one has been assigned or a certification indicating a SSN has not been assigned

An applicant must furnish declaration of Citizenship/Eligible Immigrant Status and verification where required

At least one member of the applicant family must be either a US Citizen or have eligible immigration status before the PHA may provide any financial assistance.

No assistance shall be provided under Section 8 of the 1937 Act to an individual who:
Is under 24 years of age;
Is not a veteran of the United States military;
Is unmarried;
Does not have a dependent child, AND
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 Act. (FED REG 4/10/06)

Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" chapter. These reasons for denial constitute additional admission criteria.

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors. **Eligibility factors will be verified before the family is placed on the waiting list.**

B. FAMILY COMPOSITION

The applicant must qualify as a Family. A family may be a single person or a group of persons.

A "family" includes a family with a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The PHA determines if any other group of persons qualifies as a "family."

A single person family may be:

- An elderly person
- A displaced person
- A person with a disability
  - Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.
- Any other single person

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

A family also includes:
Two or more persons who intend to share residency, whose income and resources are available to meet the family's needs, and who have a history as a family unit or show evidence of a stable family relationship.

Head of Household

The head of household is the **adult** member of the household, who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. **Emancipated 17 year old minors who qualify under State law will be recognized as head of household.**

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Household, provided that the person is at least partially responsible for paying the rent.

Spouse of Head

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-Head

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live-In Attendants

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

Is determined by the PHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the tenant's family.

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

Family members of a live-in attendant may also reside in the unit providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the live-in's family members does not overcrowd the unit.

A Live-in Aide may only reside in the unit with the approval of the PHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, or disabled.

Verification must include the hours the care will be provided.
At any time, the PHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

> **The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;**
>
> **The person commits drug-related criminal activity or violent criminal activity; or**
>
> **The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act**

Split Households Prior to Certificate/Voucher Issuance

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

> **Which family member applied as head of household.**
> **Which family member retains the children or any disabled or elderly members.**
> **Restrictions that were in place at the time the family applied.**
> **Role of domestic violence in the split.**
> **Recommendations of social service agencies or qualified professionals such as children's protective services.**

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

Multiple Families in the Same Household

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

Joint Custody of Children

Children who are subject to a joint custody agreement, but live with one parent at least 51% of the time, will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

Legal court documentation, school records, or other third-party verification will be requested to prove custody.

When both parents are on the Waiting List and both are trying to claim the child, the parents will be required to provide legal documentation, school records, or other 3rd party verification of custody.

C. INCOME LIMITATIONS

To be eligible for assistance, an applicant must:

Have an Annual Income at the time of admission that does not exceed the very low income limits for occupancy established by HUD.

To be income eligible the applicant must be a family in the very low income category, which is a family whose income does not exceed 50% of the area median income. The PHA will not admit families whose income exceeds 50 percent of the area median income except those families included in 24 CFR 982.201 (b).

To be income eligible the family may be under the low-income limit in any of the following categories:

A very low income family.

A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within **[30]** days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.

A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.

A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.

A low-income non-purchasing family residing in a project subject to a home ownership program under 24 CFR 248.173.

A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program.

To determine if the family is income-eligible, the PHA compares the Annual Income of the family to the applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Portability: For initial lease-up, families who exercise portability must be within the applicable income limit for the jurisdiction of the receiving PHA in which they want to live.

D. MANDATORY SOCIAL SECURITY NUMBERS

The PHA requires all family members to supply social security numbers, regardless of age. Time is given for Social Security Application and the issuance of a number. Persons who have a Social Security number, but cannot locate verification, will be given time to obtain verification from the Social Security Office.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

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

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

Verification of Status Before Admission

The PHA will provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

F. OTHER CRITERIA FOR ADMISSION

The PHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program.

> **The family must not have violated any family obligations during a previous participation in the Section 8 program or while on the Section 8 waiting list for 3 years prior to final eligibility determination.**
>
> **The PHA may make an exception, if the family member who violated the family obligation is not a current member of the household on the application.**
>
> **The family must pay any outstanding debt owed the PHA or another PHA as a result of prior participation in any federal housing program within 30 days of PHA notice to repay or be approved for a repayment agreement.**

The family must be in good standing regarding any current payment agreement made with another PHA for a previous debt incurred, before this PHA will allow participation in its Section 8 program.

If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition.

The family must be cleared of all charges or sentences relating to violent criminal activity or drug related criminal activity for 3 years prior to final eligibility determination.

The family will be required to show completion of a drug rehabilitation program for prior substance abuse circumstances.

The family committed fraud or was evicted from a HUD subsidized property.

The PHA will check criminal history for all adult apllicants when cause is indicated and for addition of all adult members to the existing household.

G. TENANT SCREENING

The PHA will take into consideration any of the criteria for admission described in the "Denial or Termination of Assistance" chapter.

The PHA may screen family behavior or suitability for tenancy. The PHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy. The PHA will check against the County Sheriff's list of sexual offenders. The PHA will check all disclosed criminal records.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA will inform the owner that screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening families based on their tenancy histories, including such factors as:

Payment of rent and utility bills
Caring for a unit and premises
Respecting rights of other residents to the peaceful enjoyment of their housing
Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
Compliance with other essential conditions of tenancy.

The PHA will advise families how to file a complaint if they have been discriminated against by an owner. The PHA will advise the family to make a Fair Housing complaint. The PHA may also report the owner to HUD Fair Housing/Equal Opportunity or the local Fair Housing Organization.

H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment.

I. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See "Complaints and Appeals" for additional information about reviews and hearings.

J. PROHIBITED ADMISSIONS CRITERIA

Admission to the program may not be based on where the family lives before admission to the program.

Admission to the program may not be based on:

Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock.

Discrimination because a family includes children.

Whether a family decides to participate in a family self-sufficiency program; or

Other reasons as listed in the "Statement of Policies and Objectives" chapter under the Fair Housing and Reasonable Accommodations sections.

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

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

A. OVERVIEW OF APPLICATION TAKING PROCESS

Families who wish to apply for the PHA's Voucher program must **complete a written application form when application-taking is open in order to be placed on the waiting list.** Applications will be made available in an accessible format upon request from a person with a disability. **When the waiting list is open, any family asking to be placed on the Section 8 waiting list will be given the opportunity to complete an application.**

The PHA may limit application taking to an established number of preferences. **Currently (eff. 08/02/07) families must have 2 or more preferences for their applications to be accepted.**

Victims of government declared natural disasters will be given a first and foremost preference.

Determination of eligibility to be placed on the waiting list occurs when an application form is completed, an interview is conducted, and the PHA ensures that verification of all HUD and PHA eligibility factors is current in order to determine the family's eligibility and placement on the waiting list.

The final determination of eligibility occurs when the PHA conducts the orientation and final interview prior to voucher issuance to ensure verification of all HUD/PHA eligibility factors.

B. OPENING/CLOSING OF APPLICATION TAKING

When the PHA opens the waiting list, the PHA will advertise through public notice in the following newspapers, minority publications and media entities the location(s) and program(s) for which applications are being accepted:

Chronicle Telegram, Lorain Journal, Plain Dealer (Lorain County Edition), local radio, community service spots

Service organizations including, but not limited to, Utility Companies, Lorain County Human Services, Urban League, El Centro, City Halls throughout Lorain County

The notice will contain:

Dates, times and the locations where families may apply.
Program(s) for which applications will be taken.
A brief description of the program.
Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the PHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of **Local Preferences.**

If the waiting list is open, the PHA will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for grounds stated in the "Denial or Termination of Assistance" chapter of this Plan.

Closing the Waiting List

The PHA may stop taking applications if there are enough Local Preference applicants to fill anticipated openings for the next **12 to 24** months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

Any time that there are not enough applicants who claim a **Local Preference**, the PHA may reopen the list only to applicants who claim a **Local Preference.**

Closing the waiting list is announced in the same way as opening the waiting list.

The open period will be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next **12 to 24** months. The PHA will give at least **5 days** notice prior to closing the list.

Limits on Whom May Apply

When the waiting list is open:

Any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

Depending upon the composition of the waiting list with regard to family types and preferences and to better serve the needs of the community, at times the PHA may only accept applications from:

Any family claiming a set number of Local Preferences

If there are sufficient applications from elderly families, disabled families, and displaced singles, applications may not be accepted from Other Singles.

When the application is submitted to the PHA:

It establishes the family's date and time of application for placement order on the waiting list.

C. APPLICATION PROCEDURES

The PHA will utilize an application form to be filled out by the applicant whenever possible. To provide specific accommodation to persons with disabilities, the information may be mailed to the applicant, if requested. The purpose of the application is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The application will contain questions designed to obtain the following information:

Names and birth dates of all family members

Sex and relationship of all members

Street Address of current residence and phone numbers

Mailing Address (If PO Box or other permanent address)

Amount(s) and source(s) of income received by household members

Information regarding Disabilities relating to program requirements (i.e., deductions)

Information related to qualification for preferences

Social Security Numbers

Race/ethnicity

Citizenship/eligible immigration status

Arrests and/or Convictions for Drug Related or Violent Criminal Activity

Request for Specific Accommodation needed to fully utilize the program and services

Program integrity questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted. Ineligible families **will not** be placed on the waiting list.

Applications **will** require an interview. The information on the application **will** be verified before the applicant is placed on the waiting list. Final eligibility will be determined when the full application process is completed and all information is verified.

Failure to provide information or to respond to mailings will result in the applicant being denied placement on the waiting list. See "Denial and Terminations" Chapter.

D. APPLICANT STATUS WHILE ON WAITING LIST

Applicants are required to inform the PHA **in writing within 7 business days** of changes in family composition, income, and address, as well as any changes in their Local Preference status to have their position on the waiting list changed. The PHA will affect changes in a person's file only after the PHA has been notified and verification has been received. Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

If the family is determined to be ineligible based on the information provided in the application, the PHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See Chapter 19, "Complaints and Appeals."

E. TIME OF SELECTION

When funding is available, families will be selected from the waiting list in their preference-determined sequence, regardless of family size.

When there is insufficient funding available for the family at the top of the list, the PHA will not admit any other applicant until funding is available for the first applicant.

Based on the PHA's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on waiting list sequence/completion of verification.

F. COMPLETION OF A FULL APPLICATION

All Local Preferences claimed on the application or while the family is on the waiting list will be verified:

Upon receipt of the application and prior to placement on the waiting list

After the family is selected from the waiting list, and prior to voucher issuance

Whenever the family reports a change that would affect the preference

The qualification for preference must exist at the time the preference is verified.

All applicants will be required to:

Complete a Personal Declaration Form prior to the full application interview.

Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability.

Participate in a full application interview with a PHA representative during which the applicant will be required to furnish complete and accurate information as requested by the interviewer. The applicant will sign and certify that all information is complete and accurate.

The full application will be **communicated as requested as an accommodation to a person with a disability.**

Requirement to Attend Interview

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

The head of household is required to attend the interview.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 7 business days to review the information and to certify by signature that all of the information is complete and accurate.

If an applicant fails to appear for a prescheduled appointment, the PHA will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied, unless there is documentation of an emergency that prevented their attendance.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. See "Complaints and Appeals" chapter.

All adult members must sign the HUD Form 9886, Release of Information, **all supplemental forms required by the PHA,** the declarations and consents related to citizenship/immigration status and any other documents required by the PHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the PHA.

If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given **7 business** days to supply the information. If the information is not supplied in this time period, the PHA will provide the family a notification of denial for assistance. See "Complaints and Appeals" chapter.

G. VERIFICATION

Information provided by the applicant will be verified, using the verification procedures in the "Verification Procedures" chapter. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time of issuance of the Voucher.

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

Before issuance of a Voucher, the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and the current eligibility criteria in effect. An appointment for a briefing and final interview will be scheduled to determine the qualifications before a voucher is issued. No voucher will be issued without complete verifications.

Chapter 4

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

INTRODUCTION

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

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

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

A. WAITING LIST

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

Except for Special Admissions, applicants will be selected from the PHA waiting list in accordance with policies and preferences defined in the Administrative Plan.

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

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

An applicant name
Family unit size (# of bedrooms family qualifies for under subsidy standards)
Family type (Family, disabled, elderly, single)
Date and time of application
Qualification for any local preference
Racial or ethnic designation of the head of household
Singles preference status

B. SPECIAL ADMISSIONS

If HUD awards a PHA program funding that is targeted for specifically names families, the PHA will admit these families under a Special Admission procedure. Special admission's families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The PHA maintains separate records of these admissions.

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

A family displaced because of demolition or disposition of a public or Indian housing project;

A family residing in a multifamily rental housing project when HUD sells, forecloses, or demolishes the project;

For housing covered by the Low Income Housing Preservation and Resident Home ownership Act of 1990;

A family residing in a project covered by a project-based Section 8 HAP Contract at or near the end of the HAP Contract term; and

A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

Applicants admitted under targeted funding, who are not identified as a Special Admission, are identified by codes in the automated system.

C. WAITING LIST PREFERENCES

The PHA will apply a system of local preferences.

Applications will be ordered by Local preferences and date and time of application.

If an applicant makes a false statement in order to qualify for a preference, the PHA will deny the Local Preference and may choose to deny admission to the program for the family depending on the deliberate action to commit fraud.

D. LOCAL PREFERENCES

The PHA must inform all applicants about available preferences and must give applicants an opportunity to show that they qualify for available preferences. **The PHA uses the following Local Preference system:**

Victim of natural disasters: A family who resides in a declared natural disaster area.

With proper documentation LMHA will expedite requests for incoming portability vouchers to families who are victims of natural disasters.

LMHA will also give a first and foremost preference to victims of natural disasters who are not currently voucher holders in the disaster area **up to 1 year of the occurrence.**

For the purpose of this policy, documentation includes written verification from Federal, State and local Emergency Management Agencies, the Red Cross or other agencies outside the jurisdiction of Lorain Metropolitan Housing Authority. (9/05)(7/06)

Veteran Preference **(veteran or surviving spouse of veteran). Ohio Code states: Veteran means either of the following:**

a person who has served in the *active military* or naval service of the United States and who was discharged or released there from under conditions other than dishonorable as proven by a DD214; or

a person who served as a member of the United States merchant marine and to whom either of the following applies:

the person has an honorable report of separation from *active duty* military service form DD214 or DD215; or

the person served in the US merchant marine between 12/7/41 and 12/31/46, and died on active duty while serving in a war zone during that service period.

US Code defines "active military" and "active duty" as:

(recommended for use with Section 8 programs by local HUD representative)

Full time duty in the armed forces other than active duty for training, after completing the basic training period (most often a minimum of 90 days)

This status may be given to a person who sustains a disability or death occurred while serving during the basic training period.

Residency Preference**: Applicants who live or work within Lorain County (10/96)**

Working Preference**: Applicants (head or spouse) who have been employed for a minimum of 90 days (10/96)**

"Employed" means a regular weekly work schedule set by an employer

****Elderly and Disabled families are afforded the same status as an applicant employed a minimum of 90 days.**

Disabled family means a family whose head, spouse, sole member, is a person with disabilities or has a child receiving Social Security benefits for a disability.

***Rent Burden Preference*: Applicants paying more than 50% of their income for rent and utilities for a minimum of 90 days for a unit leased by the applicant** (1/98)

For purposes of this preference, "income" is Gross Monthly Income as defined in the regulation.

"Rent" is defined as the actual amount paid under a lease or occupancy agreement. The applicant must pay rent directly to the owner or agent.

"Utilities" are defined as the average monthly payments the family makes for the utilities they are to provide under their current lease agreement for the most recent 12-month period. If information is not obtainable for the entire period, the average of at least the past three months must be submitted.

If an applicant owns a mobile home, but rents the space upon which it is located, then "Rent" must include the monthly payment made to amortize the purchase price of the home.

Involuntarily Displaced by a Government Action Preference **(2003 annual plan)**

Lorain Metropolitan Housing Authority (LMHA) Public Housing resident to obtain Section 8 rental assistance Preference **(7/06 annual plan addition).** An additional local preference will be afforded a LMHA public housing resident who applies for Section 8 voucher program in the following circumstances:

(1) The individual needs a reasonable accommodation and the accommodation cannot be completed by the PHA due to structure limitations or lack of an accessible unit; **or**

(2) The individual needs to relocate due to a safety issue related to criminal activity, i.e., the Police request the resident be relocated to an area other than Public Housing Developments.

To obtain this preference: Applicant must have applied and proven one of the above to their development manager. The manager then reviews the situation with the Executive Staff of LMHA who either approve or disprove the request. If the request is approved, and the public housing division does not have any available unit, the Executive Director will issue the Section 8 Admissions Department a letter with documentation to issue the preference to the Section 8 voucher applicant.

Treatment of Single Applicants

Applicants who are elderly, disabled, or displaced families of no more than two person families will be given a selection priority over all "Other Single" applicants regardless of preference status. "Other Singles" denotes a one-person household in which the individual member is not elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with any other preferences to which they are entitled, but they cannot be selected for assistance before any one or two people elderly, disabled or displaced family regardless of local preferences.

E. INCOME TARGETING

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the PHA will reserve a minimum of 75 percent of its Section 8 new admissions for families whose income does not exceed 30 percent of the area median income. HUD refers to these families as "extremely low-income families." The PHA will admit families who qualify under the Extremely Low Income limit to meet the income targeting requirement regardless of preference.

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

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

F. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION

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

The PHA will verify all preference claims at the time of initial application, selection from the waiting list, and when changes are reported by the applicant.

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

G. TARGETED FUNDING

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria. Applicants, admitted under targeted funding, who are not identified as a Special Admissions are **identified by codes in the automated system.**

The PHA has the following "Targeted" Programs:

Mainstream for persons with disabilities
Shelter Plus Care

H. PREFERENCE AND INCOME TARGETING ELIGIBILITY

Change in Circumstances

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

When an applicant claims an additional preference, the family will be placed on the waiting list in the appropriate order determined by the verification of the newly-claimed preference.

The exception to this is, if at the time the family applied, the waiting list was only open to families who claimed that preference. In such case, the applicant must verify that they were eligible for the first preference before they are returned to the waiting list with the new preference.

If the family's verified annual income, at final eligibility determination, does not fall under the Extremely Low Income limit, and the family was selected for income targeting purposes before families with a higher preference, the family will be returned to the waiting list.

Other Housing Assistance

Other housing assistance means a federal, state, or local housing subsidy as determined by HUD, including public housing. The PHA may not take any of the following actions because an applicant has applied for, received, or refused other housing:

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

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

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

Remove the applicant from the waiting list.

However, the PHA may remove the applicant from the waiting list for tenant-based assistance if the PHA has offered the applicant assistance under the voucher program.

Cross-Listing of Public Housing and Section 8

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

I. ORDER OF SELECTION

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

Local Preferences

Local preferences will be used to select families from the waiting list.

Victims of natural disasters will be given a first and foremost preference

All other preferences will be equal to one (1) point. The more preferences an applicant has, the higher the applicant's place on the waiting list.

Among Applicants with Equal Preference Status

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

J. FINAL VERIFICATION OF PREFERENCE

Preference information on applications will be updated as applicants are selected from the waiting list. At that time the PHA will:

Obtain necessary verifications of preference at the interview and by third party verification

K. PREFERENCE DENIAL

If the PHA denies a preference, the PHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for **a review with the Section 8 manager or Assistant Manager**. If the preference denial is upheld as a result of the meeting, or the applicant does not request, a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be denied that preference and the PHA may choose to remove them from the Waiting List based on the act of fraud.

L. REMOVAL FROM WAITING LIST AND PURGING

The waiting list will be purged no more than **annually** by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond to a mailing from the PHA, the applicant will be sent a second written notification and given **7 business** days to contact the PHA. If they still fail to respond, they will be removed from the waiting list. An extension will be considered an accommodation if requested by a person with a disability.

Any second/final mailings to the applicant which require a response will state that failure to respond within a specified time frame will result in the applicant's name being dropped from the waiting list.

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless they can provide documentation proving circumstances were beyond the person's control (i.e., a medical emergency).

M. LMHA VIOLENCE AGAINST WOMEN ACT POLICY

Recipients of Section 8 benenfits have certain rights under the Violence Against Women Act (VAWA), 42 U.S.C. 1437 *et seq.*

Being a victim of VAWA would not keep the applicant from receiving assistance if they are other wise eligible. The victim does have to comply with submission of required documents and forms.

See full Lorain Metropolitan Housing Authority Policy in the Appendix Section of this Administration Plan.

Chapter 5

SUBSIDY STANDARDS

INTRODUCTION

HUD guidelines require that PHA's establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards. r.

A. DETERMINING FAMILY UNIT (VOUCHER) SIZE

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The PHA's subsidy standards for determining voucher size will be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years or older.

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, the PHA assigns one bedroom to two people with the following exceptions and guidelines:

Persons of different generations will be given separate bedrooms.
Persons of the opposite sex (other than adults who have a spousal relationship, and children under the age of 5).
Children of the same sex where there is a difference in age by 10 years.

Foster children will be included in determining unit size only if they will be in the unit for more than 12 months.

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

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

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

Single person families will be allocated a one bedroom.

GUIDELINES FOR DETERMINING VOUCHER SIZE

Voucher Size	**Persons in Household**	
	(Minimum #)	(Maximum #)
0 Bedroom	1	1
1 Bedroom	1	4
2 Bedrooms	2	6
3 Bedrooms	4	8
4 Bedrooms	6	10
5 Bedrooms	8	12
6 Bedrooms	10	14

B. EXCEPTIONS TO SUBSIDY STANDARDS

The PHA will grant exceptions from the subsidy standards if the family requests and the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

The PHA will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

Verified medical or health reason; or

Elderly persons or persons with disabilities who may require a live-in attendant

Request for Exception to Subsidy Standards

The family may request a larger sized voucher than indicated by the PHA's subsidy standards. Such request must be made in writing within 7 business days of the PHA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size. Documentation verifying the need or justification will be required as appropriate.

The PHA will not issue a larger voucher due to additions of family members other than by **birth, adoption, marriage, or court-awarded custody.**

Requests based on health related reasons must be verified by a doctor, medical professional, or social service professional.

PHA Error

If the PHA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size

Changes for Applicants

The voucher size is determined prior to the briefing by comparing the family composition to the PHA subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of the PHA subsidy standards, the above reference's guidelines will apply.

Changes for Participants

The members of the family residing in the unit must be approved by the PHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the PHA within **7 business** days.

Underhoused and Overhoused Families

If a unit does not meet HQS space standards due to an increase in family size (unit too small), the PHA will issue a new voucher and assist the family in locating a suitable unit.

The PHA will also notify the family of the circumstances under which an exception will be granted, such as:

> **If a family with a disability is underhoused in an accessible unit.**
>
> **If a family requires the additional bedroom because of a health problem which has been verified by the PHA.**

C. UNIT SIZE SELECTED

The family may select a different size dwelling unit than that listed on the Voucher. There are three criteria to consider:

Subsidy Limitation: The family unit size as determined for a family under the PHA subsidy standard for a family assisted in the voucher program is based on the PHA's adopted payment standards. The payment standard for a family will be the *lower of:*

The payment standard amount for the family unit size; or

The payment standard amount for the unit size rented by the family.

Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.

Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

HQS GUIDELINES FOR UNIT SIZE SELECTED

Unit Size	**Maximum # In Household**
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 6

FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

INTRODUCTION

The PHA will use the methods as set forth in the Administrative Plan to verify and determine that family income at admission and at annual reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations.

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The PHA's policies in this Chapter address those areas which allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. INCOME AND ALLOWANCES

Income: Includes all monetary amounts which are received on behalf of the family. For purposes of calculating the Total Tenant Payment (TTP), HUD defines what is to be excluded in the Federal Regulations. In accordance with this definition, all income which is not specifically excluded in the regulations is counted.

Annual Income is defined as the gross amount of income anticipated being received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income is defined as the Annual income minus any HUD allowable expenses and deductions.

HUD has five allowable deductions from Annual Income:

1. Dependent Allowance: $480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 or older and full-time students or who are disabled.

2. Elderly/Disabled allowance: $400 per family whose head or spouse is 62 or over or disabled.

3. Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family.

4. Child Care Expenses: Deducted for the care of children under 13 when child care is necessary to **allow** an **adult** member to work, attend school, or actively seek employment.

5. Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an **adult** family member to work.

Minimum Rent

The LMHA Board approved (8/20/03) changing **the minimum** rent from $25.00 **to zero.** The Section 8 department will effect this change immediately.

B. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS FOR PERSONS WITH DISABILITIES

Between 4/20/01 and 3/15/02, the disallowance was available only to disabled members of disabled families. Technical amendments published 2/13/02 extended the disallowance to all qualifying family members with disabilities effective 3/15/02. Exclusion of income during participation in training programs under 24 CFR 5.609 is still applicable.

The annual income for qualified disabled families may not be increased as a result of increases in earned income of a family member who is a person with disabilities beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. After the disabled family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

A family qualified for the earned income exclusion is a family that is receiving tenant-based rental assistance under the Housing Choice Voucher program, and

Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program;

Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least $500. The qualifying TANF assistance may consist of any amount of monthly income maintenance, and/or at least $500 in such TANF benefits and services as one-time payments, wage subsidies and transportation assistance.

The HUD definition of "previously unemployed" includes a person with disabilities who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The HUD definition of economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Qualifying increases are any earned income increases of a family member who is a person with disabilities during participation in an economic self-sufficiency or job-training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount that is subject to the disallowance is the amount of <u>incremental increase in income</u> of a family member who is a person with disabilities. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

Initial Twelve-Month Exclusion

During the cumulative 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in income of the family member who is a person with disabilities as a result of employment over the prior income of that family member.

Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. The following documentation will be included in the family's file:

Name of the family member whose earned income increased

Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income

Amount of the increase in earned income (amount to be excluded)

Date the increase in earned income was reported by the family

Date the increase in income is first excluded from annual income

Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any)

Date the family member has received a total of 12 months of the initial exclusion

Date the 12-month phase-in period began

Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)

Date the family member has received a total of 12 months of the phase-in exlusion

Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)

C. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the PHA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

"Temporarily absent" is defined as away from the unit for more than 90 days. Incarceration is not considered temporarily absent.

If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The PHA will evaluate absences from the unit using this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the PHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required both to notify the PHA before they move out of a unit and to give the PHA information about any family absence from the unit.

Families must notify the PHA prior to leaving the unit if they are going to be absent from the unit for more than 14 consecutive days.

If the entire family is absent from the assisted unit for **30** consecutive days **(without prior notice to the PHA)**, the unit will be considered to be vacated and the assistance will be terminated.

If it is determined that the family is absent from the unit longer than the time specified in this Plan, the PHA will not continue assistance payments.

Family households with one adult member will be terminated from the program if they are incarcerated for a period of more than 30 days (without prior notice to the PHA).

In order to determine if the family is absent from the unit, the PHA may:

Write letters to the family at the unit
Telephone the family at the unit
Interview neighbors
Verify if utilities are in service
Contact the landlord
Check with the Post Office

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for **90 consecutive days** except as otherwise provided in this Chapter. **Incarceration of more than 30 days is cause for termination.**

The family will be required to notify the PHA in writing within 7 business days when a family member moves out. The notice must contain a certification by the family as to whether the member is permanently or temporarily absent.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than **90** consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

If the person with medical reasons (not drug-related) is absent for more than 90 days and terminated from the program, they may submit a written request to be reinstated to the program within one year of the date they became absent from their unit, should they be able to participate in the program again. An informal review will be held, and if it is established they would qualify for assistance, the person will be placed at the top of the waiting list and receive a Voucher when funding is available.

Absence due to Incarceration

If the sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days.

The PHA will determine if the reason for incarceration is for drug-related or violent criminal activity. This would constitute termination of assistance.

Absence of Children Due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than **6** months from the date of removal of the child/children, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the PHA's subsidy standards.

The PHA will work with Children's Services Professionals if an exception is requested.

Care Taker For Children

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first **60** days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the PHA will review the status at **30 day** intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

The caretaker may be allowed to remain in the unit, as a visitor, until a determination of custody is made.

The PHA may transfer the certificate or voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 120 days and it is reasonable to expect that custody will be granted.

When the PHA approves a person to reside in the unit as caretaker for the child/children, the income should be counted pending a final disposition. The PHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than **3** months, the person will be considered permanently absent.

The family will be required to notify the PHA in writing within 7 business days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

Absence Due to Full-Time Student Status

Full time students who attend school away from the home will be treated in the following manner:

> **A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Voucher size.**

Visitors

Any adult not included on the HUD 50058, who has been in the unit more than **14** consecutive days or a total of **90** days in a 12-month period, will be considered to be living in the unit as **an unauthorized** household member.

Absence of evidence of any other residency address will be considered verification that the visitor is a family member.

Statements from neighbors and/or the landlord will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary will be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the PHA will terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to **120** days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than **183** days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and PHA

Reporting changes in household composition to the PHA is both a HUD and a PHA requirement.

The family obligations require the family to request PHA approval to add any other family member as an occupant of the unit and to inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing.

If the family does not obtain prior written approval from the PHA, any person the family has permitted to move in will be considered an unauthorized household member.

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to the PHA in writing within 7 business days of the maximum allowable time.

Families are required to report any additions to the household in writing to the PHA within 7 days of the move-in date.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition.

Reporting Absences to the PHA

Reporting changes in household composition is both a HUD and a PHA requirement.

If a family member leaves the household, the family must report this change to the PHA, in writing, within **7 business** days of the change and certify as to whether the member is temporarily absent or permanently absent.

The PHA will conduct an interim evaluation for changes which affect the TTP in accordance with the interim policy.

D. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the PHA may:

Average known sources of income that vary to compute an annual income, or

Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments.

The method used depends on the regularity, source and type of income.

E. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a written certification **once a quarter.**

Families that report zero income and families with expenses exceeding their known income will be required to provide written information regarding their accessible resources and means of basic subsistence (food, daily personal items, utilities, phone, transportation, cable, etc.) on a quarterly basis.

F. REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment. Any contribution or gift received every **3** months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than **$480** per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See "Verification Procedures" chapter)

If the family's expenses exceed its known income, the PHA will require the family to provide written information regarding their accessible resources and means of basic subsistence (food, daily personal items, utilities, phone, transportation, cable, etc.) on a quarterly basis.

G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home, and there is a family member left in the household, the PHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

> **Exclude the income and deductions of the member if his/her income goes directly to the facility.**
>
> **Include the income and deductions of the member if his/her income goes to a family member. Payments by the family member to the facility may be considered medical deductions, if documented and verified.**

H. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the PHA must use the amount awarded by the court unless the family can provide documentation that they are not receiving the full amount.

It is the family's responsibility to supply a certified copy of the divorce decree.

I. LUMP-SUM RECEIPTS

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump-sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments, which have accumulated due to a dispute, will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine the amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

> **The PHA will calculate prospectively if the family reported the payment within 7 business days and retroactively to date of receipt if the receipt was not reported within that time frame.**

Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment.

> **The entire lump sum payment will be added to the annual income at the time of the interim.**

Retroactive Calculation Methodology

If the payment is not reported on a timely basis, the PHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The PHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the PHA.

The family will be offered a choice of paying this "retroactive" amount to the PHA in a lump sum, or at the PHA's option, the PHA may enter into a Repayment Agreement with the family.
The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

J. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

Contributions to company retirement/pension funds are handled as follows:

> While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
>
> After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

K. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The PHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The PHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The PHA's minimum threshold for counting assets disposed of for less than Fair Market value is $1,000.00. If the total value of assets disposed of within a one-year period is less than $1,000.00, they will not be considered an asset.

L. CHILD CARE EXPENSES

Child care expenses for children under 13 may be deducted from annual income if they enable an adult to work, attend school full time, or actively seek employment (schedules may be requested by the PHA).

In the case of a child attending school, only pre-hours or after-hours care can be counted as child care expenses.

In cases where an adult family member is available to provide child care: Child care expenses will not be allowed as a deduction unless there is a documented reason that the family member is unable to care for the child.

Examples of those adult members who would be considered *unable* to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowability of deductions for child care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work.

The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

The amount paid for child care is affordable to the family based on their monthly expenses as shown on the Personal Declaration

Child care for school: **The number of hours claimed for child care may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).**

Amount of Expense: **The PHA will survey the local care providers in the community as a guideline. If the hourly rate materially exceeds the guideline, the PHA may calculate the allowance using the guideline.**

M. MEDICAL EXPENSES

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense and will be counted if the family furnishes legible receipts.

N. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for the housing program are performed on the HUD 50058.

O. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The PHA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

Fraud by a family member in connection with the welfare program; or

Failure to participate in an economic self-sufficiency program; or

Noncompliance with a work activities requirement

However, the PHA will reduce the rental contribution if the welfare assistance reduction is a result of:

The expiration of a lifetime limit on receiving benefits; or

A situation where a family member has not complied with other welfare agency requirements; or

A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as the family member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of the sanction.

The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

Verification before denying a request to reduce rent

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

At the request of the PHA, the Welfare Agency will be asked to provide: the amount and term of the specified welfare benefit reduction for the family, reason for the reduction, and subsequent changes in term or amount of reduction.

The PHA has taken a proactive approach to creating an effective working relationship with the local welfare agency.

P. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The same Utility Allowance Schedule is used for all tenant-based programs. The Utility allowance is intended to help defray the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative household that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual consumption.

The PHA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standard.

The PHA may not provide any allowance for nonessential utility costs, such as cable, satellite television, or phone.

The PHA must classify utilities in the utility allowance schedule according to the following general categories: space heating, cooking, water heating, water/sewer, trash collection, other electric, refrigerator (for tenant-supplied refrigerator), range (for tenant-supplied range), and other special services as designated by the PHA.

The PHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

The approved utility allowance schedule is given to families at the briefing. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the PHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a **36**-month period.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family, the PHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out **directly to the tenant.**

Chapter 7

VERIFICATION PROCEDURES

INTRODUCTION

HUD Regulations require that the factors of eligibility and Total Tenant Payment/Family Share be verified by the PHA. PHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain.

Applicants and program participants must provide true and complete information to the PHA whenever information is requested. The PHA's verification requirements are designed to maintain program integrity. This Chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The PHA will obtain proper authorization from the family before requesting information from independent sources.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The PHA will verify information through the five methods of verification acceptable to HUD in the following order:

UIV system (see policy in appendix section of this document)
Third-Party Written
Third-Party Oral
Review of Documents
Certification/Self-Declaration

The PHA will allow **2 weeks** for return of third-party verifications and **7 business days** to obtain other types of verifications before going to the next method. The PHA will document the file as to why third party written verification was not used.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. **For participants, they are valid for up to 120 days from date of receipt.**

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information. Verifications received electronically directly from the source **are** considered third party written verifications.

Third party written verification forms will not be hand carried by the family under any circumstances. **The PHA will accept original computerized printout verifications delivered by the family from the following agencies:**

Social Security Administration
Veterans Administration
Welfare Assistance
Unemployment Compensation Board
City or County Courts
Child Support Bureau

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to note with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the PHA will compare the information to any documents provided by the Family. If provided by telephone, the PHA must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within **two (2)** weeks, the PHA will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents will be photocopied, dated and signed by the person who does the copying and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will provide a written certification they viewed the originals with date and signature.

The PHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

Printed wage stubs
Computer printouts from the employer
Signed letters (provided that the information is confirmed by phone)
Other documents noted in this Chapter as acceptable verification

The PHA will accept faxed documents
If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the PHA will utilize the third party verification.

The PHA will not delay the processing of an application beyond 30 days because a third party information provider does not return the verification in a timely manner if the family supplies necessary information.

Self-Certification/Self-Declaration

ONLY when verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means **a notarized statement or affidavit or statement under penalty of perjury.**

B. RELEASE OF INFORMATION

Adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form. In addition, adults will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and sign consent forms requested by the PHA or HUD.

C. COMPUTER MATCHING (see UIV Policy in appendix section)

The 1988 McKinney Act legislation authorized State wage record keepers to release to both HUD and PHAs information pertaining to wages and unemployment compensation.

Where allowed by HUD and/or other State or local agencies, computer matching will be done. The PHA will utilize the Up-Front Income Verification (UIV) provided by HUD to receive state income and Social Security income verification. Both of these tools are used to determine if residents/participants are disclosing all household income.

If computer matching results in a discrepancy with information in the PHA records, the PHA will follow up with the family and verification sources to resolve this discrepancy. When the family has unreported or under reported income, the PHA will follow the procedures in the Program Integrity Addendum of the Administrative Plan.

D. ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations.

Zero-income status of household.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Child care expense where it allows an **adult** family member to be employed or to further his/her education.

Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an **adult** family member to be employed.

Identity

U.S. citizenship/eligible immigrant status.

Social Security Numbers **for all family members.**

"Preference" status.

Familial/Marital status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

Verification of Reduction in Benefits for Noncompliance:

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

E. VERIFICATION OF INCOME

This section defines the methods the PHA will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year-to-date earnings

Estimated income from overtime, tips, bonus expected during next 12 months

Acceptable methods of verification include, in this order:

UIV system through HUD (see appendix section of this document)

Employment verification form completed by the employer.

Check stubs or earning statements which indicate the employee's gross pay, frequency of pay or year to date earnings.

W-2 forms plus income tax return forms.

Ledgers or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an authorization for release of information from the I. R. S. for further verification of income.

In cases where there are questions about the validity of information provided by the family, the PHA will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

Benefit verification form completed by agency providing the benefits.

Award or benefit notification letters prepared and signed by the providing agency.

Computer report, electronically obtained or in hard copy (UIV)

Bank statements for direct deposits.

Unemployment Compensation

Acceptable methods of verification include, in this order:

Verification form completed by the unemployment compensation agency

Computer printouts from unemployment office stating payment dates and amounts

Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

Computer-generated statement from payment provider indicating the amount of grant/payment, family members, start date of payments, and anticipated changes in payment in the next 12 months.

Computer-generated Notice of Action.

PHA verification form completed by payment provider.

Computer-generated list of recipients from Welfare Department.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

Computer-generated payment printout by the Child Support Bureau.

A (notarized) letter from the person paying the support (when payment does not go through Bureau or Court).

Copy of latest check and/or payment stubs from Court Trustee. PHA must record the date, amount, and number of the check.

Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A notarized affidavit from the family indicating the amount(s) received.

A welfare notice of action showing amounts received by the welfare agency for child support.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business (see Self-employment Policy in appendix section)

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months. Acceptable methods of verification include:

IRS Form 1040, including:
- Schedule C (Small Business)
- Schedule E (Rental Property Income)
- Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

Audited or unaudited financial statement(s) of the business.

Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

Family's self-certification as to net income realized from the business during previous years.

Credit report or loan application.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business. Tax return **may be requested.**

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the PHA may require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person. Tax return may be requested.

If child care services were terminated, a third-party verification may be sent to the parent whose child was cared for.

Recurring Gifts

The family must furnish a self-certification which contains the following information:

The person who provides the gifts
The value of the gifts
The regularity (dates) of the gifts
The purpose of the gifts

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that income, such as unemployment benefits, TANF, SSI, etc., is not being received by the household.

The PHA may request information from the State Employment Development Department, IRS, or check records of other departments in the PHA jurisdiction that have information about income sources of customers.

The PHA may run a credit report if information is received that indicates the family has an unreported income source. The PHA may question neighbors if complaints are received accusing fraud.

The family will be required to complete a notarized no-income affidavit/letter of certification monthly. The family may be required to provide written information regarding their accessible resources and means of basic subsistence (food, utilities, transportation, phone, cable, etc.) no more than quarterly to the PHA.

Full-Time Student Status

Only the first $480 of the earned income of full time students, other than head, spouse, or co-head will be counted toward family income.

Financial aid, scholarships and grants received by full time students are not counted toward family income when the student is living with the parents **(FR 4/10/06)**.

Financial assistance, in excess of amounts received for tuition shall be considered income to the individual (single student under the age of 24 who is not a veteran, is unmarried, does not have a dependent child). It is not considered annual income for persons over the age of 23 with dependent children. **(CFR 5.612 and 5.609)**

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

F. INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

Savings Account Interest Income and Dividends

Account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution.

Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

IRS Form 1099 from the financial institution, provided that the PHA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

IRS Form 1040 with Schedule E (Rental Income).

Copies of latest rent receipts, leases, or other documentation of rent amounts.

Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

G. VERIFICATION OF ASSETS

Family Assets

The PHA will require the necessary information to determine the current cash value of the family's assets (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

For all Certifications and Recertifications, the PHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification/certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, **Social Security Number,** the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by any/all of the methods listed below:

> Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
>
> Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
>
> Written confirmation from the Social Security Administration's of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

> A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency that payments are received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoices that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other records of medical expenses, incurred during the past 12 months, that can be used to anticipate future medical expenses. PHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

The PHA will use mileage at the **IRS** rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

In All Cases:

Written certification from a reliable, knowledgeable professional, that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

* Certificates of Birth, naturalization papers
* Church issued baptismal certificates
* Current, valid Driver's license
* State Picture I.D.
* U.S. military discharge (DD 214)
* U.S. passports
* Voter's registration
* Company/agency Identification Card
* Department of Motor Vehicles Identification Card
* Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

* Certificates of Birth
* Adoption papers
* Custody agreement
* Health and Human Services ID
* School records

If Certificate of Birth cannot be obtained (non exists), a notarized certification must be provided.

Verification of Marital Status *Will be used to determine spouse for income, deduction and noncitizen purposes.*

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance, other records, or notarized affidavit.

Verification of marriage status is a marriage certificate.

Familial Relationships

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

The following verifications will always be required if applicable:

Verification of relationship:
- Official identification showing names
- Birth Certificates
- Baptismal certificates

Verification of guardianship is:
- Court-ordered assignment
- Affidavit of parent
- Verification from social services agency
- School records

Evidence of a stable family relationship:
- Joint bank accounts or other shared financial transactions
- Leases or other evidence of prior cohabitation
- Credit reports showing relationship

Verification of Permanent Absence of Adult Member

An adult member who was formerly in the household and is reported permanently absent by the family, the PHA will consider any of the following as verification:

Husband or wife institutes divorce action. Husband or wife institutes legal separation. An order of protection/restraining order exists against the other.

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

Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.

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

If no other proof can be provided, the PHA may accept a self-certification from the family.

Verification of Change in Family Composition

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

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act 42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

The PHA will require citizens to provide documentation of citizenship with at least one of the following original documents:

United States birth certificate
United States passport
Resident alien/registration card
Social Security card
or other appropriate documentation

Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Noncitizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the time of initial application.

The PHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.

The PHA will verify the U.S. citizenship/eligible immigration status of all participants no later than the date of the family's first annual reexamination following the enactment of the Quality Housing and Work Responsibility Act of 1998.

For family members added after other members have been verified, the verification occurs with the interim adding that member to the household.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the PHA must conduct the determination.

Extensions of Time to Provide Documents

The PHA **will** grant an extension of up to **30 days** for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration
The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)
Alien Registration Receipt Card (I-151)
Arrival-Departure Record (I-94)
Temporary Resident Card (I-688)
Employment Authorization Card (I-688B)
Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

The PHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

If the PHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for **not less than 24 months**, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers
Social security numbers must be provided as a condition of eligibility **for all family members** if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her SS Number may be used for **temporary** verification:

Printout from Social Security Office showing person's SS number
A driver's license
Identification card issued by a Federal, State or local agency
Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
An identification card issued by an employer or trade union
An identification card issued by a medical insurance company
Earnings statements or payroll stubs
Bank Statements
IRS Form 1099
Benefit award letters from government agencies
Retirement benefit letter
Life insurance policies

Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
Verification of benefits or SS Number from Social Security Administration

New family members will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the PHA. The applicant/participant or family member will have an additional **60** days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the PHA may grant an extension for up to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification with reason to this effect.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable medical professional.

J. VERIFICATION OF WAITING LIST PREFERENCES

LMHA has adopted the following local preferences:

Victims of natural disasters:

With proper documentation, LMHA will expedite requests for incoming portability vouchers to families who are victims of natural disasters. LMHA will also give a first and foremost preference to victims of natural disasters who are not currently voucher holders in the disaster area.

For the purpose of this policy, documentation includes written verification from Federal, State and local Emergency Management Agencies, the Red Cross or other agencies outside the jurisdiction of Lorain Metropolitan Housing Authority. (Board Resolution Sept. 2005)

Veteran's preference:

Must be current member of the U. S. Military/Naval Forces, veteran, or surviving spouse of a veteran.

The PHA will require U. S. Government documents which indicate that the applicant qualifies under the above definition.

Live/work within Lorain County (jurisdiction of the PHA) preference:

The PHA will accept any of the following verification: rent receipts, lease, utility bills, employer or agency records, school records, recently issued driver's license, business mail.

To verify the amount due to amortize the purchase price of a manufactured home, copies of the most recent payment receipts and purchase agreement.

Employed a minimum of 90 days preference:**

Families whose head and/or spouse is employed.

The PHA will require verification from the employer of start date.

****Elderly/disabled" afforded this preference**

Disabled: Award letter or other proof of eligibility for Social Security Disability or Supplemental Security Income will be acceptable

Pay more than 50% of gross income toward rent and utilities

The PHA will require lease or 6 months rent receipts and utility payment printout from the utility company

Displace by government action

The PHA will require documentation from the source

Public Housing resident

The PHA will require a written letter from the PHA Executive Director or his designee stating the qualifications that would afford this preference to the applicant.

Chapter 8

CERTIFICATE/VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The PHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. When families have been determined to be eligible, the PHA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, PHA procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration.

A. ISSUANCE OF VOUCHERS

When funding is available, the PHA will issue Vouchers to applicants whose eligibility has been determined. The number of Vouchers issued must ensure that the PHA stays as close as possible to 100% lease-up. The PHA performs a **monthly assessment** to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent the PHA can over issue (issue more Vouchers than the budget allows to achieve lease-up).

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

B. BRIEFING TYPES AND REQUIRED ATTENDANCE

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in **group meetings**. Families who attend group briefings and still have the need for individual assistance will be referred **to a member of the Section 8 Staff.**

Briefings will be conducted in English.

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

The PHA will not issue a Voucher to a family unless the household representative has attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend **two (2)** scheduled briefings, without prior notification and approval of the PHA, may be denied admission based on failure to supply information needed for certification. The PHA will conduct individual briefings for families with disabilities at their home (when they are the only adult family member capable of attending the briefing), upon request by the family and, if required medical verification is submitted to prove this is a reasonable accommodation request.

Briefing Packet

The documents and information provided in the briefing packet for the Voucher program will comply with all HUD requirements. The family is provided with the following information and materials:

> The term of the voucher, and the PHA policy for requesting extensions or suspensions (referred to as tolling) to the term of the voucher.
>
> A description of the method used to calculate the housing assistance payment for family, including how the PHA determines the payment standard for a family; how the PHA determines total tenant payment for a family and information on the payment standard and utility allowance schedule. How the PHA determines the maximum allowable rent for an assisted unit including rent reasonableness.
>
> Where the family may lease a unit.
>
> For family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the information must include an explanation of how portability works including a list of neighboring housing agencies, addresses & phone numbers.
>
> The HUD required tenancy addendum, which must be included in the lease

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

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

The PHA subsidy standards including when and how exceptions are made **and how the voucher size relates to the unit size selected.**

The HUD brochure, **"A Good Place to Live" on how to select a unit that complies with HQS.**

The HUD brochure on lead-based paint entitled **"Protect Your Family from Lead in Your Home"**

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

A list of landlords **and known units available** for the voucher issued. **The list includes landlords and units available throughout Lorain County as LMHA is advised of availability and updated every 2 to 3 weeks.**

If the family includes a person with disabilities, notice that the PHA will help in referring the family to agencies and landlords who may assist in locating accessible units.

The Family Obligations under the program.

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

PHA informal hearing procedures, when the PHA is required to offer the opportunity for informal hearing to participants, and how to request such.

Owner's responsibilities.

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

Requirements for reporting changes between certifications.

Information regarding security deposits and legal referral services.

Information regarding the PHA's outreach program to assist families who are interested in or experiencing difficulty in obtaining available units in areas outside of minority concentrated locations

Information to be Provided at the Briefing

The person conducting the briefing will describe how the program works and emphasize the following:

Relationships between the family and the owner, the family and the PHA, and the PHA and the owner.

Family responsibilities as a program participant

Where a family may lease a unit inside and outside its jurisdiction

How portability works for families eligible to exercise portability

Advantages to moving to area with low concentration of poor families if family is living in a high poverty census tract in the PHA's jurisdiction

Exercising choice in residency

Choosing a unit carefully and only after due consideration.

The Family Self Sufficiency program and its advantages.

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

Move Briefing

For a participant who wishes to be reissued a Voucher to move, the family will be required to complete recertification forms, sign a 30-day notice of intent to move, and have income re-verified. The Occupancy Specialist assigned to the family's part of the alphabet will conduct the one-on-one briefing.

Owner Briefing

To assure successful owner participation in the program, new owners are encouraged to attend a one-on-one briefing prior to signing the HAP Contract. The Section 8 Manager speaks annually at the local landlords' association meeting with open invitation to new, existing, and prospective landlords. Section 8 staff is versed on how to give prospective and new landlords information to create interest and participation in the program.

Owners are encouraged to come to the Section 8 office to sign documents so information may be discussed. When owners insist on contracts being mailed, they are informed to contact us with any questions or concerns before returning the signed contract.

Interested owners who request to sit in on scheduled family briefings to obtain information about the Voucher program will be allowed to do so.

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

At the briefing, families are encouraged to search for housing in non-impacted areas and the PHA will provide assistance to families who wish to do so.

The assistance provided to such families may include:

Counseling with the family on "how-to"
Direct contact with known landlords
Search record form to gather and record information
Providing information about services in various non-impacted areas
Outreach to city and town hall personnel to promote understanding
Informal discussions with landlord groups
Informal discussions with social service agencies
Meeting with rental referral companies or agencies
Meeting with fair housing groups or agencies

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

Fair Housing Laws

The PHA provides the family with the HUD discrimination complaint form. The family will also be directed to the Lorain County Urban League to file complaints.

E. SECURITY DEPOSIT REQUIREMENTS

The owner is not required to but may collect a security deposit from the tenant. Security deposits charged to families may be any amount the owner wishes to charge, **subject to the following conditions:**

> **Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law.)**
>
> **The majority of Lorain County homeowners require 1 month's rent or less**

Responsibility for first and last month's rent is not considered a security deposit issue.

F. TERM OF VOUCHER

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

Expirations

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

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

Extensions

A family may request an extension of the Voucher time period up to a maximum of 120 days. All requests for extensions must be received prior to the expiration date of the Voucher. Extensions are permissible at the discretion of the PHA primarily for these reasons:

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

> **The PHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the PHA, throughout the initial sixty-day period. A completed search record may be required.**
>
> **The family was prevented from finding a unit due to disability accessibility requirements or large size (4-5 bedrooms) unit requirement. The search record may be part of the required verification.**

Suspensions (tolling)

When the PHA has granted the maximum 120-day term to a Voucher holder, and the last received Request for Lease Approval has failed to produce a HAP Contract:

due to the OWNER'S noncompliance with:

requirements by the PHA
refusal to bring the unit up to HQS standards,or
the owner's decision to not rent to the holder,

the PHA may deduct the number of days required to process the request from the 120-day term.

This does not apply to situations caused because the tenant changes their mind.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the PHA Office to request assistance. Voucher holders will be notified at their briefing session that the PHA periodically updates the listing of available units and how the updated list may be obtained.

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

After the first 60 days of the search, the family may be required to maintain a search record and report to the PHA every 15 to 30 days.

G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the PHA will consider the following factors to determine which of the families will continue to be assisted:

Which of the two new family units has custody of dependent children.

Which of the two new family units has elderly or disabled members.

Whether domestic violence was involved in the breakup.

Which family members remain in the unit.

Recommendations of social service professionals.

Head of household when the Voucher was initially issued.

Documentation of these factors will be the responsibility of the requesting parties.
If documentation is not provided, the PHA will terminate assistance on the basis of failure to provide information necessary for a final application or recertification.

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

H. REMAINING MEMBER OF FAMILY TO RETAIN VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved by the PHA to be living in the unit.

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

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

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

The PHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

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

Chapter 9

REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION

INTRODUCTION

The PHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The PHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a Voucher, they may search for a unit anywhere within the jurisdiction of the PHA, or outside of the PHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the PHA. This Chapter defines the types of eligible housing, the PHA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Tenancy Approval (RFTA), previously known as RFLA.

A. REQUEST FOR APPROVAL OF TENANCY

The Request for Tenancy Approval (RFTA) *and a copy of the proposed Lease* must be submitted by the family during the term of the voucher. The family must submit the Request for Tenancy Approval in the form and manner required by the PHA. **In addition, the owner must provide the " LMHA OCCUPANCY CERTIFICATION BY OWNER" form to LMHA verifying he/she has obtained the required occupancy permit (if applicable). (7/05)**

The Request for Tenancy Approval must be signed by both the owner and Voucher holder. **The PHA will not permit the family to submit more than one RFTA at a time.** The PHA will review the document(s) to determine whether or not they are approvable. The Request will be approved if:

- The unit is an eligible type of housing.
- The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan).
- The rent is reasonable.
- The security deposit is approvable in accordance with this plan.
- The proposed lease complies with HUD and PHA requirements
- The owner is approvable, and there are no conflicts of interest.

In addition to the above, at the time a family initially receives assistance in a unit (new admissions and moves), the family share of the rent may not exceed 40 percent of the family monthly adjusted income. (See "Owner Rents, Rent Reasonableness and Payment Standards" chapter of this Plan)

Disapproval of RFTA

If the PHA determines that the Request cannot be approved for any reason, the PHA will contact the landlord/family to advise of the steps that are necessary for approval (by phone or in writing) so as to proceed with the process.

When, for any reason, an RFTA is not approved, the PHA will send a written notice of disapproval to the owner and family. If time remains on the family's Voucher, the family will be issued another RFTA form to continue their search for eligible housing.

B. ELIGIBLE TYPES OF HOUSING

The PHA will approve any of the following types of housing in the Voucher program:

All structure types can be utilized.

Manufactured homes where the tenant leases the mobile home and the pad.

Manufactured homes where the tenant owns the home and leases the pad

Independent Group Residences.
Units owned (but not subsidized) by the PHA (following HUD-prescribed requirements).

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development.

The PHA may not permit a Voucher holder to lease a unit which is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

C. LEASE REVIEW

The PHA offers a standard lease, attached tenancy addendum, and the Lead Warning Statement form. The PHA will review any other submitted lease, particularly noting the approvability of optional charges and compliance with regulations and state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Tenancy Approval.

The family and owner must submit a blank standard form of lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with state and local law. This lease must be submitted with the RFTA.

The lease must have areas to specify:

The names of the owner and tenant

The address of the unit rented (including apartment number, if any)

The amount of the monthly rent to owner

The utilities to be paid for by the owner

The appliances to be supplied by the owner

The utilities to be paid for by the tenant

The appliances to be supplied by the tenant

The HUD prescribed tenancy addendum must be included in the lease, word-for-word, before the lease is executed.

Effective September 15, 2000, the owner's lease must include the Lead Warning Statement and disclosure information required by the Code of Federal Regulations.

The lease must provide that drug-related criminal activity engaged in by the tenant, any household member, or any guest on or near the premises, or any person under the tenant's control on the premises is grounds to terminate the tenancy.

The lease must also provide that the owner may evict the family when the owner determines that:

Any household member is illegally using a drug; or

A pattern of illegal use of drugs by any household member interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

The lease must provide that the following types of criminal activity by a "covered person" are grounds to terminate tenancy when there is any:

criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or

criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or

violent criminal activity on/near the premises by a tenant, family member, or guest; or

violent criminal activity by any other person under the tenant's control.

The lease must provide that the owner may terminate tenancy if a tenant is:

Fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime that is a felony under the laws of the place from which the individual flees; or

Violating a condition of probation or parole imposed under Federal or State law.

House Rules of the owner may be attached to the lease as an addendum, provided they are approved, IN ADVANCE, by the PHA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

Actions Before Lease Term

All of the following must always be completed **before the beginning of the initial term of the lease for a unit:**

The PHA has inspected the unit and has determined that the unit meets HQS;

The PHA has determined that the rent charged by the owner is reasonable;

The landlord and the tenant execute the lease including the HUD-prescribed tenancy addendum;

The PHA has approved leasing of the unit in accordance with program requirements;

When the gross rent exceeds the applicable payment standard for the family, the PHA must determine that the family share (total family contribution) will not be more than 40% of the family's monthly adjusted income;

The owner and tenant agree they may not and will not make any additional side agreements without the prior consent of the PHA.

D, SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

The family is not liable under the lease for unpaid charges for items covered by separate agreements, and nonpayment of these agreements cannot be cause for eviction.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the PHA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable, and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the PHA. If agreements are entered into at a later date, they must be approved by the PHA and attached to the lease.

The PHA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually with the dwelling and are critical to the use of the dwelling.

E. INITIAL INSPECTIONS

See "Housing Quality Standards and Inspections" chapter

F. RENT LIMITATIONS

The PHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

By accepting each monthly housing assistance payment from the PHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises or elsewhere. The owner is required to provide the PHA with information requested on rents charged by the owner on the premises or elsewhere.

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by the PHA.

G. DISAPPROVAL OF PROPOSED RENT

In any of the programs, if the proposed Gross Rent is not reasonable, at the family's request, the PHA will negotiate with the owner to reduce the rent to a reasonable rent.

If the rent is not affordable because the family share would be more than 40% of the family's monthly adjusted income, the PHA will negotiate with the owner to reduce the rent to an affordable rent for the family.

At the family's request, the PHA will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to the owner.

If the rent can be approved after negotiations with the owner, the PHA will continue processing the Request for Tenancy Approval and Lease. If the revised rent involves a change in the provision of utilities, a new Request for Tenancy Approval must be submitted by the owner and tenant.

If the owner does not agree on the Rent to Owner after the PHA has tried and failed to negotiate a revised rent, the PHA will inform the family and owner that the lease is disapproved.

H. INFORMATION TO OWNERS

In accordance with HUD requirements, the PHA will furnish prospective owners with the family's current address as shown in the PHA's records, and if known to the PHA, the name and address of the landlord at the family's current and prior address.

The PHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The PHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners **will be** encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, damage to units, respecting the rights of other residents, drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others, and compliance with other essential conditions of tenancy.

A statement of the PHA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

The PHA will provide prospective owners the following information based on documentation in its possession IF THE OWNER SUBMITS A SIGNED CONSENT FORM FROM THE TENANT:

Eviction history
HQS violations by family
Drug Trafficking by family members

The information will be provided for the last three (3) years, if available. The information will be provided orally. Only the Section 8 Occupancy Specialists, Assistant Managers, Section 8 Manager, or Executive Staff may provide this information.

I. OWNER DISAPPROVAL

See Chapter on "Owner Disapproval and Restriction."

J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports any changes in factors that will affect the Total Family Share prior to the effective date of the HAP contract at admission, the information will be verified and the Total Family Share will be recalculated. If the family does not report any change, the PHA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

K. CONTRACT EXECUTION PROCESS

The PHA prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the Lease agreement, and the owner and the PHA will execute the HAP Contract. **The Section 8 Manager or Assistant Manager will execute the contract on behalf of the PHA.** Copies of the documents will be furnished to the parties who signed the respective documents. The PHA will retain a copy of all signed documents.

The HAP Contract **may not** be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

Owners must provide the current address of their residence. (Post Office Box, for mailing purposes only, is in addition to the residence address). The owner must provide a business or home telephone number.

Owners must provide an Employer Identification Number or Social Security Number.

Owners must also submit proof of ownership of the property, such as a Grant Deed or Tax Bill, and a copy of the Management Agreement if the property is managed by a management agent, upon request by the PHA.

Unless the lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother **of any family member**. The PHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability, providing the home is such that it would best meet the needs for the disability requirements over other private market units. Under no circumstances may the owner reside in the unit.

Allowances by the Quality Housing and Work Responsibility Act (QHWRA)

The QHWRA made permanent the 90-day owner termination and endless lease requirements. PHAs are no longer limited to the use of the endless lease, exclusively. Owners can now choose from the following options, **but the initial term must still be at least 12 months:**

Elect to have an indefinite extension of the initial term (the endless lease). This option allows that the owner can only terminate tenancy during the term of the lease by instituting a court action; or

They can elect fixed, definite extensions of the initial term, such as month-to-month or year-to-year. This option allows that the owner can terminate tenancy without cause at the end of the initial term or any subsequent term.

HOWEVER, this legislation permits the PHA to approve a shorter initial lease term, if the PHA determines that:

Such shorter term would improve housing opportunities for the tenant, AND

Such shorter term is the prevailing local market practice.

L. CHANGE IN OWNERSHIP

See "Owner Disapproval and Restriction" chapter.

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The PHA will inspect each unit under contract at least annually. The PHA will also have an inspection supervisor perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the PHA's required standards and to assure consistency in the PHA's program. This Chapter describes the PHA's procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of noncompliance with HQS requirements for both families and owners. The use of the term HQS in this Administrative Plan refers to the combination of both HUD and PHA requirements. (See additions to the HQS under "Acceptability Criteria and Exceptions to HQS" later in this chapter.)

A. GUIDELINES/TYPES OF INSPECTIONS

The PHA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The PHA will not promote any additional acceptability criterion which is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

All utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection, the owner/tenant will be notified to have utilities turned on and that the unit cannot pass inspection until service is connected and the unit reinspected.

If the tenant is responsible for supplying the stove and/or refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS. The family must have the appliances in place within 2 weeks of the inconclusive pass date or the lease effective date. Failure to supply the appliances is a violation of the family obligations and could result in termination. Extensions may be given to work with social service agencies giving assistance to obtain the appliance(s). The PHA will conduct a reinspection.

There are four types of inspections the PHA will perform:

1. Initial/Move-in: Conducted upon receipt of Request For Tenancy Approval
2. Annual: Must be conducted within 12 months of the **of last annual inspection**
3. Special/Complaint: At request of family, owner, an agency, or third-party
4. Quality Control

B. INITIAL HQS INSPECTION

Timely Initial HQS Inspection

The PHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within **15 days** after the family and the owner have submitted a request for tenancy approval. The same **15**-day clock will be suspended during any period when the unit is not available for inspection.

The PHA will **contact the owner or tenant to obtain an inspection date when the RFAT is received and note this "date unit available for inspection" on the inspection book.** This date will determine whether the PHA will be able to meet the 15-day standard, or whether a suspension is required.

The PHA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service. The PHA will periodically review the average time required for a family and owner to have a unit inspected from the time the RFTA is submitted by the family and owner to the PHA. If the PHA determines that the average time is longer than 15 days, the PHA will review staffing needs relevant to HQS inspections.

The Initial Inspection will be conducted to:

Determine if the unit and property meet the HQS defined in this Plan.

Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.

Document the information to be used for determination of rent reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the owner and family will be advised to notify the PHA once repairs are completed.

On an initial inspection, the owner will be given up to 14 days to correct the items noted as Fail. Depending on the amount and complexity of the work to be done, the owner will be allowed up to 30 days for repair work to be completed if an extension is requested.

If the time period given to correct the repairs has elapsed, a void letter will be sent to the owner and family. The family will be issued another RFTA.

C. ANNUAL HQS INSPECTIONS

The PHA conducts an inspection in accordance with Housing Quality Standards at least annually. **The PHA schedules annual inspections 60 - 90 days prior to the annual review date,** so that the inspections are conducted at least annually as required by SEMAP. **The tenant's annual review date is the initial date of the HAP contract.**

HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible.

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.51]

Inspections will be conducted on business days only. Reasonable hours to conduct an inspection are between 8:00 a.m. to 4:00 p.m.

The PHA will notify the family in writing 10 days prior to the inspection. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within 7 business days.

If the family does not contact the PHA to reschedule the inspection, or if the family misses two inspection appointments, the PHA will consider the family to have violated family obligations and their assistance will be terminated in accordance with the termination procedures of this Plan.

Reinspection: **When the PHA is notified repairs are completed, the family is provided a re-inspection appointment either by phone or mail.** If the family is not at home for the reinspection appointment, a card will be left at the unit to contact the PHA for another appointment. Two missed appointments is cause for termination of participation. A final notice letter will be sent to the owner and tenant advising of abatement (owner repairs) or termination (tenant repairs).

Time Standards for Repairs

Emergency items which endanger the family's health or safety must be corrected within 24 hours of notification. (See Emergency Repair Items section in this chapter.)

For non-emergency items, repairs must be made within 30 days.

For major repairs, the Section 8 Manager or Assistant Manager must approve an extension beyond 30 days.

Rent Increases

Rent to owner increases may not be approved if the unit is in a failed condition.

D. SPECIAL/COMPLAINT INSPECTIONS

If at any time the family or owner notifies the PHA that the unit does not meet Housing Quality Standards, the PHA will conduct an inspection. **The PHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.**

The PHA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

E. QUALITY CONTROL INSPECTIONS

Quality Control inspections will be performed by the **Section 8 manager or other supervisory personnel** on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.

SEMAP RATE: published in the Federal Register 1/26/99

Universe	Minimum number of sampled files
50 or less	5
51 - 600	5 + 1 for each 50 or part of 50 over 50
601-2000	16 plus 1 for each 100 or part of 100 over 600
over 2000	30 plus 1 for each 200 or part of 200 over 2000

F. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The PHA adheres to the acceptability criteria in the program regulations, **local codes and the additions described below.**

Additions to HQS: (additional criteria established to strengthen the HQS requirements)

Walls:

In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.

Any exterior or interior surfaces with peeling or chipping paint over the deminimus requirements under the lead based paint regulations, must be scraped and painted with two coats of unleaded paint or other suitable material in units built prior to 1978.

All walls in a tub or shower area must be covered with ceramic tile or other material that is impervious to water to prevent water damage.

Windows:

All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced. Windows must be weatherstripped as needed to ensure a watertight seal.

There must be one properly fitting screen in good condition per habitable room with openable window(s) (HUD approved 9/9/83).

Doors:

All exterior doors must be weather tight to avoid any air or water infiltration, have no holes, have all trim intact, and have a threshold.

All interior doors must have no large holes, have all trim intact, and operable door knobs.

Floors:

All floors must be in a finished state (no plywood). All wood floors having loose or warped boards, must be re-secured and made level. All floors should have some type of base shoe, trim or sealing for a "finished look."

Bathrooms:

All worn or cracked toilet seats and tank lids must be replaced and fit properly.

All sinks must have proper p traps, functioning stoppers and faucets.

Security:

If window security bars or security screens are present on an emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Smoke Detectors:

Owners are responsible for providing, replacing, and maintaining smoke detectors.

Tenants are responsible for replacing batteries within the smoke detectors and are instructed not to remove batteries. Tenants are also responsible for replacing smoke detectors when damage has occurred by tampering.

Bedrooms:

A bedroom must have a floor area of not less than 70 square feet, and every room occupied for sleeping purposes by more than one person will contain at least 50 square feet of floor area for each additional occupant thereof.

In cases where a slope ceiling exists over all or part of the room, with a clear ceiling height of at least 7 feet over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet or more will be included.

Bedrooms in basements or lower levels:

The ceilings of such rooms will be in every part at least 3'6" above the surface of the street or ground outside of or adjoining the same.

There will be appurtenant to such room the use of a toilet compartment, which is properly vented to outside air.

Such room will have one or more window openings of not less than 10% of floor area, exclusive of sash frames, and will open readily to the street or yard for purposes of ventilation. (ex: a 10 x 12 room = 120 sq. ft. and requires window glass to measure at least 12 sq. ft.)

The floors and walls will be waterproof and damp-proof in accordance with an approved method if in contact with earth. Such waterproofing will be between the floor and wall finish and the ground.

No dwelling or dwelling unit containing two or more bedrooms - sleeping rooms will have such rooms arranged that access to a bathroom or toilet compartment, intended for use by occupants of more than one sleeping room, can be had only by going through another sleeping room.

Nor will room arrangements be such that access to a sleeping room can be had only by going through another sleeping room, bathroom or toilet compartment.

Modifications for a person with a disability

Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. The PHA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

G. EMERGENCY REPAIR

The following items are considered of an emergency nature and corrective action must be pursued the owner or tenant (whoever is responsible) within 24 hours of notice by the PHA:

Lack of security for the unit
Waterlogged ceiling in imminent danger of falling
Major plumbing leaks or flooding
Natural gas leak or fumes
Electrical problem which could result in shock or fire
No heat
Utilities not in service
No running hot water
Broken glass where someone could be injured
Obstacle which prevents tenant's entrance or exit
Lack of functioning toilet

The PHA must be contacted on receipt of the notice and apprised of the action that will be taken. Repairs are expected to be completed within 24 hours. If the repair requires a service company or parts which would extend the time needed, the owner or tenant must contact the PHA immediately to receive an extension of time to repair.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to effect the repair, the tenant will be instructed to contact proper agencies (fire department, gas company, etc.)

If the emergency repair item(s) is/are not corrected in the time period required by the PHA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) is/are not corrected in the time period required by the PHA, and it is an HQS breach which is a family obligation, the PHA will terminate the assistance to the family.

Smoke detectors

If the PHA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the PHA will hold the tenant responsible for the HQS violation. Future violations will constitute termination from the program.

H. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the PHA, the assistance payment to the owner will be **abated**.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective on the first day of the next month following the month the repairs were to be completed. The notice is generally for **30** days, depending on the nature of the repair(s) needed.

The PHA will make an effort to reinspect abated units within **7 business** days of the owner's or tenant's notification that the work has been completed.

If the owner makes repairs after the abatement effective date, but during the abatement period (30 days), payment will resume on the day the unit passes inspection.

The family will be notified of the reinspection date. The participant may be terminated from the program for failure to allow the repairs to be made by the owner or the owner's representative(s) or failure to allow the reinspection of the unit in a timely manner.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. **The notice of abatement states that the tenant is not responsible for the PHA's portion of rent that is abated.**

Extensions in lieu of abatement

The PHA will grant an extension in lieu of abatement in the following cases:

The owner has a good history of HQS compliance.

The failed items are minor in nature.

There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.

The owner makes a good faith effort to make the repairs.

The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.

The repairs must be delayed due to climate conditions.

The owner provides receipts from business or contractor showing the work is to be completed with an anticipated date of completion.

The extension may be made for a period of time considered reasonable for completion, usually 30 days beyond the original 30 days given. At the end of that time, at the PHA's discretion, if the work is not completed or substantially completed, the PHA will begin the abatement.

The PHA may grant an extension for exterior scraping and painting during winter months or to work with contractors schedules providing there is no hazard existing for family.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a notice of impending HAP Contract termination. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination **will** be rescinded by the PHA if the tenant chooses to remain in the unit. Only **one** Housing Quality Standards inspection will be conducted after the termination notice is issued.

I. DETERMINATION OF RESPONSIBILITY

Certain HQS deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service.

Failure to provide or maintain family-supplied appliances.

Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.

"Normal wear and tear" is defined as items which could be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The PHA may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to the PHA within 7 business days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and submit a copy to the PHA for the family's file.

J. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the PHA will require the family make any repair(s) or corrections within **24 hours for emergency and 30** days for non-emergency violations (same as for owners). If the repair(s) or correction(s) is/are not made in this time period, the PHA will terminate assistance to the family. Extensions in these cases must be approved by **PHA** prior to the deadline for completion of repairs. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

INTRODUCTION

The PHA will determine rent reasonableness in accordance with the 24 CFR and HUD notices. It is the PHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market.

This Chapter explains the PHA's procedures for determination of rent reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM (EVO

The rent to owner is limited only by rent reasonableness. The PHA must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent to owner is the maximum rent standard at initial occupancy. At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, the family share may not exceed 40 percent of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the rent to owner.

B. MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, the PHA begins processing payments to the landlord. The effective date and the amount of the PHA payment are **entered into the computer HAP processing.** A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made **automatically** to the HAP Register for the following month. Checks are disbursed by the **Accounting Department** to the owner each month. Checks that are not received will not be replaced until a written request has been received from the payee and a stop payment has been put on the check.

Excess Payments

The total of rent paid by the tenant plus the PHA housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to the PHA. Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to the PHA" chapter of this Plan.

Late Payments to Owners

It is a local business practice in Lorain County for property managers and owners to charge tenants a reasonable late fee for rents not received by the owner or property manager by the due date, not withstanding any grace period which is typically 7 - 10 days past the first of the month.

Therefore, in keeping with generally accepted practices in the local housing market, the PHA must make housing assistance payments to the owner promptly and in accordance with the HAP contract.

The PHA's practice is to mail checks on the 1st of the month, or the 1st business day of a month in which the 1st falls on a weekend or holiday providing the monies have been transferred from the United States Treasury.

The owner may submit a request for payment of a late fee to the PHA. The amount charged must be equivalent to that charged and collected from tenants. Proof of collections may be required. Late fees will not be made for initial contracts where HAP payments were delayed due to owner/tenant timeliness resulting in the PHA to not be able to complete processes prior to the month's cut off for HAP payments. Proof of "Mailed to" date will be (a) the payment listed on the HAP Register, and (b) date the checks were posted. PHA will not be held responsible for delays caused by the Post Office.

The PHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the PHA's control, such as a delay in the receipt of program funds from HUD. The PHA will use administrative fee income or the administrative fee reserve as its only source for a late payment penalty. The PHA will not use any program funds for the payment of late fee penalties to the owner.

C. RENT REASONABLENESS DETERMINATIONS

Program: GOsection8...Nan McKay

Collecting Market Data:
The PHA will collect and maintain data on unit information and market rents in the PHA's jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.

Determining Rents:
The PHA uses a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. Geocoded maps will be used to identify the unsubsidized units in closest proximity to the subject unit, and unit data information will be used to select the most similar units.

In comparing rents, the PHA will take into account critical market factors that impact rent, including the location, quality, size, unit type, and age of the contract unit, as well as any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Where comparable units differ from the unit proposed for HCV assistance, the PHA will determine whether those differences impact rent. Where they do, the PHA will adjust the rental value of the comparable units, up or down, based on the market value of these factors. The rent for the unit proposed for HCV assistance will be compared to the *adjusted* rents for the comparable units, enabling a fair, accurate, market-based determination of rent reasonableness.

The PHA will notify the owner of the rent the PHA can approve based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. The PHA will consider this information when making rent determinations. The owner must submit any additional information within 5 business days of the PHA's notification.

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at the PHA discretion, the Voucher Payment Standard amount is set by the PHA between 90 - 110 percent of the HUD published FMR. This is considered the basic range. The PHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the PHA will ensure that the Payment Standard is always within the range of 90 - 110 percent of the new FMR, unless an exception payment standard has been approved by HUD.

The PHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

E. ADJUSTMENTS TO PAYMENT STANDARDS

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. The PHA will not raise the Payment Standards solely to make "high end" units available to Voucher holders. The PHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standard.

Assisted Families' Rent Burdens

The PHA will maintain the Payment Standard at 100% of the published FMR. The payment standard will be adjusted annually, implementing the payment standard effective date to be the first of the month following the 60 days after the published effective date of the FMR.

If it is determined that particular unit sizes in the PHA's jurisdiction have payment standard amounts that are creating rent burdens for families, the PHA will modify its payment standards for those particular unit sizes.

The PHA may establish a separate voucher payment standard, within the basic range, for designated parts of its jurisdiction if it determines that a higher payment standard is needed in these designated areas to provide families with quality housing choices and to give families an opportunity to move outside areas of high poverty and low income.

Quality of Units Selected

The PHA will review the quality of units selected, by participant families, when making a determination of the percent of income the families are paying for housing. This will help ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

PHA Decision Point

The PHA will review the average percent of income that families on the program are paying for rent. If **more than 40%** of families are **paying more than 30%** of their monthly adjusted income for a particular unit size, the PHA will determine whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards added by the PHA in this Administrative Plan.

If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, the PHA may decline to increase the payment standard. **If these are not the primary factors for families paying higher rents, the PHA will continue increasing the payment standard.**

Rent to Owner Increases

The PHA may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size.

Time to Locate Housing

The PHA may consider the average time period for families to lease up under the Voucher program. If Voucher holders are unable to locate suitable housing within the term of the voucher, and the PHA determines that this is due to rents in the jurisdiction being unaffordable for families even with the presence of a voucher, the Payment Standard may be adjusted.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, the statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD.

Financial Feasibility

Before increasing the Payment Standard, the PHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the PHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation

A file will be retained by the PHA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

F. EXCEPTION PAYMENT STANDARDS

LMHA has not requested an exception from HUD.

Chapter 12

RECERTIFICATIONS

INTRODUCTION

HUD requires that the PHA reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. It is a HUD requirement that families report all changes in household composition. This Chapter defines the PHA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL ACTIVITIES

There are two activities the PHA must conduct on an annual basis. These activities will be coordinated whenever possible:

1. Recertification of Income and Family Composition

2. HQS Inspection

The PHA produces a monthly listing of units under contract to ensure that timely reviews of rent to owner, housing quality, and factors related to Total Tenant Payment can be made. Requests for rent adjustments and other monetary changes will be **completed by the Section 8 Occupancy Specialists.**

Reexamination of the family's income and composition must be conducted at least annually.

Annual inspections: See Chapter 10, "Housing Quality Standards and Inspections"

Rent Adjustments: See Chapter 11, "Owner Rents, Rent Reasonableness and Payment Standards"

B. ANNUAL RECERTIFICATION/REEXAMINATION

Families are required to be recertified at least annually. At the first interim or annual certification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigrant status.

Moves Between Reexamination

When families move to another dwelling unit:

> **An annual recertification will be scheduled (unless a recertification has occurred in the last 60 days) and the anniversary date will be changed.**

Income limits are not used as a test for continued eligibility at recertification.

Reexamination Notice to the Family

The PHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least **90** days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

The PHA's procedure for conducting annual recertifications will be:

> **Schedule the date and time of appointments and mail a notification to the family.**

Persons with Disabilities

Persons with disabilities, who are unable to come to the PHA's office will be granted an accommodation of conducting the interview **by mail** upon verification that the accommodation requested meets the need presented by the disability. A member of the PHA staff may conduct an interview at the participant's unit, hospital or nursing facility.

Completion of Annual Recertification

The PHA will have all recertifications for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 10 days before the scheduled date of the change in family rent.

Collection of Information

The PHA has established appropriate decertification procedures necessary to ensure that the income data provided by families is complete and accurate.

The PHA will require the family to complete a Personal Declaration Form prior to all recertification interviews.

The PHA representative will interview the family and enter the information provided by the family on the recertification form, review the information with the family, and have them sign the form.

Requirements to Attend

The following family members will be required to attend the recertification interview:

All adult members

If the head of household is unable to attend the interview:

If requested, the appointment will be rescheduled

The spouse, co-head, or other adult may recertify for the family with a provision that other adult member(s) must come to the office within 7 working days to be interviewed and sign forms

Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the PHA, the PHA **will** reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the PHA will:

Send family notice of termination and offer them an informal hearing.

Exceptions to these policies may be made by the Section 8 Staff if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required From the Family

In the notification letter to the family, the PHA will include instructions for the family to bring the following:

Documentation of income for all family members
Documentation of assets
Documentation of any deductions/allowances
Personal Declaration Form completed by head of household and signed by all adult members

Verification of Information

The PHA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than 120 days old.

C. REPORTING INTERIM CHANGES

Program participants must report all changes in household composition to the PHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. The PHA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Increases in Income

Families will be required to report all increases in income/assets of all household members to the HA in writing within 7 business days. The Section 8 staff will make the determination if an interim change will be completed.

Quarterly reviews may be required for persons with unstable income (frequent increase and decrease reports)

The PHA will review and certify the reported information. Interim reviews shall be done for:

- **Changes in source of income and/or adding other sources of income**
- **~~Reduction in income~~**
- **Income increases within the same source in excess of $200 gross income per month (10/04))**
- **Any change in family composition**
- **Quarterly agreements**

Decreases in Income

Participants may report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The PHA must calculate the change if a decrease in income is reported.

HA Errors

If the PHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

D. OTHER INTERIM REPORTING ISSUES

An interim reexamination does not affect the date of the annual recertification.

An interim reexamination will be scheduled for families with unstable income every **90 days (quarterly).**

Zero (0) income families will be required to report quarterly.

In the following circumstances, the PHA may conduct the interim recertification by mail:

Changes that will not result in a change in tenant rent or voucher size.

Changes in income that are normal for the family, such as seasonal employment.

As a reasonable accommodation when requested.

E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The QHWRA establishes new requirements for the treatment of income changes resulting from welfare program requirements. These requirements are effective immediately. However, before implementation of the new requirements, the PHA must revise operating procedure to effectuate these provisions.

The PHA will not reduce the family share of rent for families whose welfare assistance is reduced specifically because of:

Fraud in connection with the welfare program;

Failure to participate in an economic self-sufficiency program; or

Noncompliance with a work activities requirement by the welfare agency.

However, the PHA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits, or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment

The PHA will notify affected families that they have the right to an informal hearing regarding these requirements. (See "Verification Procedures" chapter.)

Definition of "Imputed Welfare Income"

The amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's income for purposes of determining rent.

The amount of imputed welfare income is determined by the PHA, based on written information supplied to the PHA by the welfare agency, including:

The amount of the benefit reduction
The term of the benefit reduction
The reason for the reduction
Subsequent changes in the term or amount of the benefit reduction

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim reexamination, during the term of the welfare benefits reduction (as specified by the welfare agency).

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

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

If the family claims the amount of imputed welfare income has been calculated incorrectly, the Occupancy Specialist and Assistant Manager will review the calculation for accuracy. If the imputed welfare income amount is correct, the PHA will provide a written notice to the family that includes:

A brief explanation of how the amount of imputed welfare income was determined;

A statement that the family may request an informal hearing if they do not agree with the PHA determination.

Verification Before Denying a Request to Reduce Rent

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or noncompliance with welfare agency economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

Cooperation Agreements

The PHA has taken a proactive approach to culminating an effective working relationship between the PHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs through the community that are available to Section 8 tenant-based assistance families.

The PHA and the local welfare agency have mutually agreed to exchange information regarding any programs or services that would benefit Housing Choice Voucher holders.

Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income, and the PHA denies the family's request to modify the amount, the PHA will provide the tenant with a notice of denial, which will include:

An explanation for the PHA's determination of the amount of imputed welfare income

A statement that the tenant may request an informal hearing

The informal hearing is only to dispute the PHA's determination of the amount of imputed welfare income – not the welfare agency's determination to sanction the welfare benefits.

F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS

The HUD form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Tenant signatures **are** required by the PHA. If the family disagrees with the rent adjustment they may request an informal hearing.

G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS

Standard for Timely Reporting of Changes

The PHA requires that families report interim changes to the PHA within **7 business** days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within **7 business** days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

The PHA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

> Increases in the Tenant Rent **are effective on the first day of the second month in which the increase occurred provided the family complied with PHA requirements in reporting on a timely basis.**
>
> Decreases in the Tenant Rent are effective the first of the month following that in which the change was reported. **However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.**

The change may be implemented based on documentation provided by the family, pending third-party written verification.

Procedures When the Change is Not Reported in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the first of the month following that in which the change occurred. The family will be liable for any overpaid housing assistance and **will** be required to **sign a Repayment Agreement or make a lump sum payment.** Failure to enter into a repayment agreement will result in termination.

Decrease in Tenant Rent will be effective on the first of the month following the month the change was reported to the PHA.

Procedures when the Change is Not Processed by the PHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the PHA did not process in a timely manner.

In this case, an increase will be effective the first of the month after completion of processing by the PHA. If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

H. REPORTING OF CHANGES IN FAMILY COMPOSITION

All changes in family composition must be reported within **7 business** days of the occurrence. Increases other than by birth, adoption or court-awarded custody must have the prior approval of the PHA and the owner.

Increases in Family Size

If an addition would result in overcrowding according to HQS maximum occupancy standards (see chapter 5):

The PHA will issue a larger Voucher for the family to locate a suitable unit.

I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

The Noncitizens Rule was implemented prior to November 29, 1996, and "mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all the following criteria:

1. The head of household or spouse is a U.S. citizen or has eligible immigrant status; AND

2. All members of the family other than the head, the spouse, parents of the head, parents of the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

J. MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum.)

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the PHA's jurisdiction, or to a unit outside of the PHA's jurisdiction under Portability procedures. The regulations also allow the PHA the discretion to develop policies which define any limitations or restrictions on moves.

A. ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

1. The assisted lease for the old unit has terminated because the PHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.

2. The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).

3. The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner).

B. RESTRICTIONS ON MOVES

Families will not be permitted to move within the PHA's jurisdiction during the initial year of assisted occupancy unless the owner has cause or willfully wishes to terminate the lease.

Families will not be permitted to move outside the PHA's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period.

The PHA will deny permission to move if there is insufficient funding for continued assistance. The PHA will deny permission to move to if:

The family has violated a Family Obligation.
The family owes the PHA money.
The family has moved or been issued a Voucher within the last 12 months.

The PHA may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES

Issuance of Voucher

Subject to the restrictions on moves, if the family has not been recertified within the last 120 days, the PHA will issue the voucher to move **after conducting the recertification** interview.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the PHA proper written notice of any intent to move.

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the PHA simultaneously.

Time of Contract Change

A move within the same building or development, or between buildings owned by the same owner, will be processed like any other move **except that there will be no overlapping assistance**.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

D. PORTABILITY

Portability applies to families moving out of or into the PHA's jurisdiction within the United States and its territories.

E. OUTGOING PORTABILITY

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside the PHA's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a tenant-based program. When a family requests to move outside of the PHA's jurisdiction, the request must specify the area to which the family wants to move.

If there is more than one PHA in the area in which the family has selected a unit, the PHA will choose the receiving PHA.

Restrictions on Portability

Applicants

If neither the head nor spouse had a domicile (legal residence) in the PHA's jurisdiction at the date of their initial application for assistance, the family **will not** be permitted to exercise portability upon initial issuance of a voucher, unless the PHA approves such move. (NOTE: Legal domicile is defined by local government.)

Upon initial issuance of a voucher the family must be income eligible under the receiving PHA income limits during the initial 12-month period after admission to the program.

Participants

After an applicant has leased up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy, except in the following circumstances:

The receiving and initial PHA agree to allow the move
The lease is terminated between the tenant and owner

The PHA may deny families the right to exercise portability if:
The family is in violation of a family obligation
The family owes money to the PHA
The family has moved out of its assisted unit in violation of the lease

F. NCOMING PORTABILITY

Absorption or Administration

The PHA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will be issued a "Portable" Voucher by the PHA. The term of the voucher will not expire before the expiration date of any initial PHA voucher. The family must submit a request for approval of tenancy for an eligible unit to the receiving PHA during the term of the receiving PHA Voucher. The receiving PHA may grant extensions in accordance with this Administrative Plan. However, if the Family decides not to lease up in the PHA's jurisdiction, they must contact the initial PHA to request an extension.

The PHA may absorb Vouchers if such absorption does not exceed **10 percent** of households assisted.

The PHA will absorb all incoming portable families provided that there is funding available.

When the PHA does not absorb the incoming Voucher, it will administer the Initial PHA's Voucher and the receiving PHA's policies will prevail.

For admission to the program a family must be income eligible in the area where the family initially leases a unit with assistance under the program.

The receiving PHA does not redetermine eligibility for a portable family that was already receiving assistance in the initial PHA Section 8 tenant-based program.

The PHA will issue a "Portability Voucher" according to its own Subsidy Standards. If the Family has a change in family composition which would change the Voucher size, the PHA will change to the proper size based on its own Subsidy Standards.

Income and TTP of Incoming Portables

As Receiving PHA, the PHA will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the family's income exceeds the income limit of the PHA, the family will not be denied assistance unless the family is an applicant (and over the Very-Low Income Limit).

If the family's income is such that a $0 subsidy amount is determined prior to lease-up in the PHA's jurisdiction, the PHA will refuse to enter into a contract on behalf of the family at $0 assistance.

Requests for Approval of Tenancy

A briefing will be mandatory for all portability families when the Voucher is issued.

When the Family submits a Request for Tenancy Approval, it will be processed using the PHA's policies. If the Family does not submit a Request for Tenancy Approval or does not execute a lease, the Initial PHA will be notified within **10 business days** by the PHA.

If the Family leases up successfully, the PHA will notify the Initial PHA within **10 business** days, and the billing process will commence.

The PHA will notify the initial PHA if the family fails to submit a request for approval of tenancy for an eligible unit within the term of the Voucher.

If the PHA denies assistance to the family, the PHA will notify the Initial PHA within **10 business days** and the family will be offered a review or hearing.

The PHA will notify the Family of its responsibility to contact the Initial PHA if the Family wishes to move outside the PHA's jurisdiction under continued portability.

Regular Program Functions

The PHA will perform all program functions applicable to the tenant-based program such as:

Annual reexam of family income and composition
Annual inspection of the unit
Interim Examinations when requested or deemed necessary

Terminations

The PHA will notify the Initial PHA in writing of any termination of assistance within **10 business** days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the PHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial PHA.

The Initial PHA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial PHA notifies the PHA that the Family is in arrears or the Family has refused to sign a Repayment Agreement, the PHA will terminate assistance to the family.

Required Documents

As Receiving PHA, the PHA will require the following documents from the Initial PHA:

A copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.

The most recent HUD 50058 form and verifications.

The Portability Form-52665, with Part 1 completed.

Billing Procedures

As Receiving PHA, the PHA will bill the Initial PHA **monthly** for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be **monthly** unless requested otherwise by the Initial PHA.

The PHA will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial PHA's rate) and any other HUD-approved fees, for each "Portability" Voucher leased as of the first day of the month.

The PHA will notify the Initial PHA of changes in subsidy amounts and will expect the Initial PHA to notify the PHA of changes in the Administrative Fee amount to be billed.

Chapter 14

CONTRACT TERMINATIONS

INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the PHA which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the PHA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the PHA may be terminated by the PHA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the PHA to the owner after the month in which the Contract is terminated. The owner must reimburse the PHA for any subsidies paid by the PHA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the PHA for vacancy loss under the provisions of Certificate contracts effective on or after October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may be lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY MOVES

Family termination of the lease must be in accordance with the terms of the lease.

C. TERMINATION BY THE OWNER: EVICTIONS

If the owner wishes to terminate the lease, the owner is required under the lease, to provide proper notice as stated in the lease. During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for:

Serious or repeated violation of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease

Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by the other residents, or persons residing in immediate vicinity of the premises or any drug related criminal activity on or near the premises

Other good cause

Evidence of Criminal Activity

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity:

Regardless of arrest or conviction

Without satisfying the standard of proof used for criminal conviction

Termination of Tenancy Decisions

If the law and regulation permit the owner to take an action but do not require action to be taken, the owner can decide whether to take action. Relevant circumstances include:

The seriousness of the offense
The effect on the community
The extent of participation by household members
The effect on uninvolved household members
The demand for assisted housing by families who will adhere to responsibilities
The effect on the integrity of the program
The extent to which leaseholder has shown personal responsibility and taken all reasonable steps to prevent

Exclusion of culpable household member

The owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit.

Consideration of Rehabilitation

When determining whether to terminate the tenancy for illegal drug use or alcohol abuse, the owner may consider whether the member:

Is no longer participating
Has successfully completed a supervised drug or alcohol rehab program
Has otherwise been successfully rehabilitated

The owner may require the tenant to submit evidence of any of the above three.

Actions of termination by the owner must be consistent with the fair housing and equal opportunities as stated in 24 CFR.

The owner must provide the tenant and the PHA a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or Local law to commence an eviction action.

Housing Assistance Payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, the PHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

If the action is finalized in court, the owner must provide the PHA with the documentation, including notice of the lock-out date.

The PHA must continue making housing assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated.

By endorsing the monthly check from the PHA, the owner certifies that the tenant is still in the unit, the rent is reasonable, and the family is in compliance with the contract.

If the eviction is not due to a serious or repeated violation of the lease, and if the PHA has no other grounds for termination of assistance, the PHA may issue a new voucher so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY PHA

The term of the HAP contract terminates when the lease terminates, when the PHA terminates program assistance for the family, and when the owner has breached the HAP contract. (See "Owner Disapproval and Restriction" chapter).

The PHA may also terminate the contract if:

The PHA terminates assistance to the family.

The family is required to move from a unit when the unit does not meet the HQ space standards because of an increase in family size (overcrowded unit).

Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

Notice of Termination

When the PHA terminates the HAP contract under the violation of HQ space standards, the PHA will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which the PHA gives such notice to the owner.

E. LMHA VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

Recipients of Section 8 benefits have certain rights under the Violence Against Women Act (VAWA), 42 U.S.C. 1437 *et seq.*

Being a victim of VAWA would not keep the applicant from receiving assistance if they are other wise eligible. The victim does have to comply with submission of required documents and forms.

See full Lorain Metropolitan Housing Authority Policy in the Appendix Section of this Administration Plan.

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The PHA may deny or terminate assistance for a family because of the family's action or failure to act. The PHA will provide families with a written description of the Family Obligations under the program, the grounds under which the PHA can deny or terminate assistance, and the PHA's informal hearing procedures. This Chapter describes when the PHA is required to deny or terminate assistance, and the PHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

A. GROUNDS FOR DENIAL/TERMINATION

If denial or termination is based upon behavior resulting from a disability, the PHA will delay the denial or termination in order to determine if there is an accommodation which would negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

Denial for placement on the PHA waiting list

Denying a voucher, or withdrawing a certificate or voucher

Refusing to enter into a HAP contract or approve a lease

Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

Refusing to enter into a HAP contract or approve a lease

Terminating housing assistance payments under an outstanding HAP contract

Refusing to process or provide assistance under portability procedures

Mandatory Denial and Termination

The PHA must deny assistance to applicants, and terminate assistance for participants:

> If any member of the family fails to sign and submit HUD or PHA required consent forms for obtaining information.
>
> If no member of the family is a U.S. citizen or eligible immigrant (Section D).
>
> If the family is under contract and 180 days have elapsed since the PHA's last housing assistance payment was made (see "Contract Terminations" chapter).

The PHA must permanently deny assistance to applicants and terminate the assistance of persons convicted of manufacturing or producing methamphetamine in violation of any Federal or State law.

If any member of the family has been evicted from federally assisted housing for a serious violation of the lease, the PHA must deny admission for three (3) years after the eviction occurred.

The PHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.

The PHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

Grounds for Denial or Termination of Assistance

The PHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

> The family violates any family obligation under the program as listed in 24 CFR 982.551.
>
> Any member of the family has ever been evicted from public housing.
>
> If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
>
> If any member of the family is a convicted sexual offender under the state sex offender registration program.

The Housing Authority may prohibit readmission to the program for a minimum period of three years for a person that has committed fraud in connection with the Section 8 program or waiting list.

The family currently owes rent or other amounts to the PHA, to another PHA, or to Westway Gardens in connection with Section 8 or public housing assistance under the 1937 Housing Act.

Solely at LMHA's discretion, an individual may enter the Section 8 program owing LMHA money if LMHA determines the applicant merits another chance to participate in the Section 8 Program. An applicant owing money must provide documentation to the Housing Authority which the Housing Authority shall use to determine if the applicant merits receiving rental assistance prior to payment of the balance to LMHA. The applicant shall be required to sign a repayment agreement indicating payment on the balance will begin the month following admission into the Section 8 rental assistance program. Failure to comply with the agreement shall result in immediate termination of Section 8 rental assistance. (1/03)

The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent or other amounts owed by the family under the lease.

The family breaches an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.

The family has engaged in or threatened abusive or violent behavior toward PHA personnel.

> "Abusive or violent behavior toward PHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.
>
> "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.
>
> Actual physical abuse or violence will always be cause for termination.
>
> If any member of the family engages in or permits drug-related criminal activity or violent criminal activity, or whose drug or alcohol abuse interferes with the health, safety, or peaceful enjoyment of other residents.

B. SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY

Purpose

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of LMHA to fully endorse and implement a policy designed to:

Help create and maintain a safe and drug-free community

Keep our program participants free from threats to their personal and family safety

Support parental efforts to instill values of personal responsibility and hard work

Help maintain an environment where children can live safely, learn and grow up to be productive citizens

Assist families in their vocation/education goals in the pursuit of self-sufficiency

Administration

All screening and termination of assistance procedures will be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, or other legally protected groups.

To the maximum extent possible, the PHA will involve other community and governmental entities in the promotion and enforcement of this policy.

Screening of Applicants

In an effort to prevent future drug-related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by the Regulation, the PHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and violent criminal behavior/activity.

Definitions

Covered person means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)

Drug-related criminal activity means: (a) the illegal manufacture, sale, distribution of an illegal drug, (b) or use of an illegal drug, (c) or possession of an illegal drug/drug paraphernalia, (d) or possession of a drug with intent to manufacture, sell, distribute or use a drug. Drug related criminal activity by a family member **means *on or off*** the premises not just *on or near. Police records, court documents will be used to constitute preponderance of evidence.*

Guest means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of part 982 apply to a guest as so defined.

Household means the family including foster-care members and PHA-approved live-in aide.

Other person under the tenant's control for the purposes of "covered person" means that person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member on or off the premises not just on or near.

Standard for Violation

The PHA will deny participation in the program to applicants and terminate assistance to participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the PHA determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous three months.

"Engaged in or engaging in" violent criminal activity means any act within the past three years by applicants or participants, household members or guests which involved criminal activity that has as one of its elements: the use, attempted use, or threatened use of physical force against the person of another, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

The activity is being engaged in by any family member.

The existence of the above-referenced behavior by any household member or guest, regardless of the applicant or participant's knowledge of the behavior, will be grounds for denial or termination of assistance.

In evaluating evidence of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

Drug Related and Violent Criminal Activity

Ineligibility for admission if evicted for drug-related activity

Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the Section 8 program for a **minimum three-year** period beginning on the date of such eviction.

Applicants will be denied assistance if they have been:

> **Arrested, convicted, evicted from a unit assisted under the Housing Act of 1937 due to violent criminal activity within the last three years prior to the date of the application interview.**

Termination of Assistance for Participants for Drug-related or violent criminal activity

Participants will be terminated who have been:

Arrested, convicted, evicted from a unit assisted under any Federally assisted housing program for drug-related or violent criminal activity during participation in the program, and within the last three years prior to the date of the notice to terminate assistance.

If any member of the household violates the family obligations by engaging in drug-related or violent criminal activity, the PHA will terminate assistance.
In appropriate cases, the PHA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the PHA may consider individual circumstances with the advice of Juvenile Court officials.

The PHA may also waive the requirement regarding drug-related criminal activity if the person demonstrates successful completion of a credible rehabilitation program approved by the PHA since the most recent occurrence.

Denial of Assistance for Sex Offenders

The PHA will deny admission/participation if any member of the household is a reported sexual offender under a State sex offender registration program. The PHA will compare names to the most current offender list available.

Terminating Assistance for Alcohol Abuse by Household Members

Under the family obligations listed at 24 CFR 982.551, the members of the household must not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Assistance will be terminated due to violation of a family obligation if the PHA determines that a member of the household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

In appropriate cases, the PHA may permit the family to continue assistance if the household members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the PHA may consider individual circumstances with the advice of Juvenile Court officials.

Notice of Termination of Assistance

In any case where the PHA decides to terminate assistance to the family, the PHA must give family written notice which states:

The reason(s) for the proposed termination,

The effective date of the proposed termination,

The family's right to request an Informal Hearing,

The date by which a request for an informal hearing must be received.

The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

The PHA will pursue fact-finding efforts as needed to obtain credible evidence.

The PHA will terminate assistance for criminal activity by a household member under this section if the PHA has determined that the household member has engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

Confidentiality of Criminal Records

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Misuse of the above information by any employee will be grounds for termination of employment. Legal penalties for misuses are contained in the state code.

C. FAMILY OBLIGATIONS

The family must supply any information that the PHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.

The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.

All information supplied by the family must be true and complete.

The family is responsible for an HQS breach caused by the family.

The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.

The family may not commit any serious or repeated violation of the lease.

The family must notify the owner and, at the same time, notify the PHA before the family moves out of the unit or terminates the lease on notice to the owner.

The family must promptly give the PHA a copy of any owner eviction notice.

The family must use the assisted unit for residence by the PHA approved family. The unit must be the family's only residence.

The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

The family must promptly notify the PHA if any family member no longer resides in the unit.

If the PHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or PHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.

The family must not sublease or let the unit.

The family must not assign the lease or transfer the unit.

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

The family must not own or have any interest in the unit.

The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.

The members of the family may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State, or local housing assistance program.

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the PHA has discretion to consider all of the circumstances in each case, including the seriousness of the case. The PHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. The PHA may also review the family's history and records of compliance, and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

The PHA may impose, as a condition of continued assistance for other family members, a requirement those family members who participated in, or were culpable for the action or failure to act, will not reside in the unit. The PHA may permit the other members of a family to continue in the program.

Enforcing Family Obligations

Explanations and Terms

The term "Promptly" when used with the Family Obligations always means "within 7 business days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach:

The **inspector** will determine if a HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may request and may be approved for an extension to cure HQS breaches by the Section 8 Manager or Assistant Manager. Requests must be made prior to the date repairs are due.

Lease Violations:

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

If the owner terminates tenancy through court action for serious or repeated violation of the lease.

If the owner notifies the family of termination of assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the PHA determines that the cause is a serious or repeated violation of the lease based on available evidence.

If the owner notifies the family of termination of assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action.

If there are police reports, neighborhood complaints or other third-party information, and the PHA has verified the information.

Nonpayment of rent is considered a serious lease violation when the owner has submitted on a regular basis evidence of his attempt to collect the rent and notification to the tenant for their failure to pay.

Notification of Eviction:

If the family requests assistance to move and they did not notify the PHA of an eviction within 7 business days of receiving the Notice of Lease Termination, the move may be denied.

Proposed Additions to the Family:

The PHA will deny a family's request to add additional family members who are:

Persons who have been evicted from public housing.

Persons who have previously violated a family obligation listed in 24 CFR 982.551 of the HUD regulations.

Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program.

Persons who commit drug-related criminal activity or violent criminal activity.

Persons who do not meet the PHA's definition of family.

Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

Persons who currently owe rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Persons who have engaged in or threatened abusive or violent behavior toward PHA personnel.

Family Member Moves Out:

Families are required to notify the PHA if any family member leaves the assisted household. When the family notifies the PHA, they must complete an "out-of-household" affidavit certifying:

The date the family member moved out,

The new address of the family member,

A statement as to whether the member is temporarily or permanently absent.

Limitation on Profit-making Activity in Unit:

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If the PHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If the PHA determines that the business is not legal, it will be considered a program violation.

Interest in Unit:

The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad.

Fraud:

In each case, the PHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

In the event of false citizenship claims, see Section below.

D. PROCEDURES FOR NON-CITIZENS

Denial or Termination Due to Ineligible Immigrant Status

Applicant or participant families in which all members are neither U. S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The PHA must offer the family an opportunity for a hearing. (See "Eligibility for Admission" chapter, section on Citizenship/Eligible Immigration Status.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Information

When the PHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the PHA will give him/her an opportunity to provide a new declaration as an eligible immigrant or an opportunity to elect not to contend their status.

The PHA will then verify eligible status, deny, terminate, or prorate as applicable.

The PHA will deny or terminate assistance based on the submission of false information or misrepresentation.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the PHA either after the INS appeal or in lieu of the INS appeal.

After the PHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

E. ZERO ($-0-) ASSISTANCE TENANCIES

The family may remain in the unit at $0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180 day timeframe, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the PHA will resume assistance payments for the family.

F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION

If the family has misrepresented any facts that caused the PHA to overpay assistance, the PHA may choose not to terminate and may offer to continue assistance provided that the family **executes a Repayment Agreement and makes payments in accordance with the agreement, or reimburses the PHA in full.**

G. MISREPRESENTATION IN COLLUSION WITH OWNER

If the family intentionally, willingly, and/or knowingly commits fraud or is involved in any other illegal scheme with the owner, the PHA will deny or terminate assistance.

In making this determination, the PHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

H. MISSED APPOINTMENTS AND DEADLINES

It is a Family Obligation to supply information, documentation, and certification as needed for the PHA to fulfill its responsibilities. The PHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the PHA to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment or to supply information required by a deadline, without notifying the PHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the PHA to inspect the unit.

The family will be given information about the requirement to keep appointments, and the number of times appointments will be rescheduled as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

Eligibility for Admissions

Verification Procedures

Certificate/Voucher Issuance and Briefings

Housing Quality Standards and Inspections

Recertifications

Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

Medical emergency

Family emergency

Procedure when Appointments are Missed or Information is not Provided

For most purposes in this Plan, the family will be given two opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

The termination may be rescinded after the family cures the breach.

The notice may be rescinded if the family offers to cure and the family does not have a history of noncompliance.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTION

INTRODUCTION

It is the policy of the PHA to recruit owners to participate in the voucher program. The PHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the PHA. The regulations define when the PHA must disallow an owner participation in the program, and they provide the PHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

The PHA will disapprove the owner for the following reasons:

HUD or **other agency directly related** has informed the PHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the PHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the PHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The PHA may waive this restriction if proven the arrangement is necessary as a reasonable accommodation for a family member who is a person with a disability.

In cases where the owner and tenant bear the same last name, the PHA may, at its discretion, require the family and/or owner to certify whether they are related to each other in any way.

The owner has violated obligations under a housing assistance payment's contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

The owner has engaged in drug-related criminal activity or violent criminal activity.

The owner has a history or practice of noncompliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

The owner has a history or practice of renting units that fail to meet State or local housing codes.

The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

Threatens the right to peaceful enjoyment of the premises by other residents;

Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;

Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or Is drug-related criminal activity or violent criminal activity.

The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the PHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The PHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the PHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

See Program Integrity Addendum for guidance as to how owner fraud will be handled.

C. CHANGE IN OWNERSHIP

The current owner (seller) must notify the PHA advising the anticipated sale of a property.

When there is a purchase agreement, and settlement looks promising, the seller must contact PHA and advise the new owner to contact the PHA also.

The PHA will process a change of ownership only upon the request of the new owner and only if accompanied by a copy of the document showing the purchase agreement, transfer of title, or recorded deed. The new owner must also provide Social Security number or Federal ID for tax reporting.

Upon approval of the documents, the PHA will prepare a contract assignment for the balance of the existing term of the HAP Contract. When the Contract term is due to expire, the new owner will be given opportunity to enter into a new lease and contract. The family may elect to enter into the new lease, or move to another unit.

Chapter 17

OWNER OR FAMILY DEBTS TO THE PHA

INTRODUCTION

This Chapter describes the PHA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

Requests for lump sum payments

Civil suits

Repayment agreements

Abatements

Reductions in HAP to owners

Collection agencies

Credit bureaus

Income Tax set-off programs

A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

The PHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the PHA.

A family who has been terminated from a program of the PHA may enter into a repayment agreement, but will not be eligible for application of future assistance until the debt is paid in full unless:

> **The debt was less than $100 and it has been more than 3 years since the debt occurred or the last payment was made**
>
> **The debt was more than $100 and it has been 7 years since the debt occurred or the last payment was made**

Per Legal Counsel 9/21/99 (re bankruptcy write-offs): Merely because the Section 8 debt has been written off, the person is not cleared to participate in a Section 8 program in the future. Obviously, they have violated the terms and conditions of the Section 8 program, and LMHA has the right to deny Section 8 participation of that person. The participant may very well sign a reaffirmation agreement which would reaffirm the debt and set up some type of payment obligations.

Repayment Schedule for Monies Owed to the PHA (6/16/04)

If a repayment agreement is offered, the agreement shall adhere to the following schedule of payment:

$ 1.00	to	$ 300.00	up to 4 months
$ 301.00	to	$ 500.00	up to 6 months
$ 501.00	to	$ 800.00	up to 9 months
$ 801.00	to	$1000.00	up to 12 months
$1001.00	to	$1500.00	up to 15 months
$1501.00	to	$2000.00	up to 18 months
$2001.00	to	$2500.00	up to 24 months

Any deviation from the above schedule must be approved by the Section 8 Manager, along with securing the approval of either the Director, Assistant Director, or the Operations Manager. Please note: *"up to" does not mean that the maximum number of months must be given.* The above referenced repayment schedule will be used for all overpayments resulting from non-disclosed income, whether it is disclosed to LMHA under the UIV system or LMHA is able to detect unreported income.

Circumstances in which the PHA would terminate assistance and not enter into an agreement are:

The family has caused 3 previous agreements by failure to report.

The PHA determines that the family committed program fraud.

The PHA determines that the debt amount is larger than can be paid back within the required timeframe.

B. DEBTS DUE TO MISREPRESENTATIONS (FRAUD) OR NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

> Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

Family Error/Late Reporting

Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Repayment Agreement Section of this Chapter.

More than three occurrences will be considered repetitive violation and cause for termination.

Program Fraud

Families who owe money to the PHA, due to program fraud, will be required to repay in accordance with the guidelines in the Repayment Section of this Chapter. Termination may occur depending on circumstances such as length of time, amount owed, willful intent.

When a person who owes the PHA money is terminated from the Housing Choice Voucher Program the following steps will be taken:

> **If the debt is between $1 to $4000, monthly statements will be sent as long as the PHA has a current address and regular payments have been made.**
>
> **If the debt is between $5000 and $9999, statements will be sent as long as the PHA has a current address and regular payments have been made.**
>
> **All debts over $2500.00 will be reported to a Credit Bureau.**
>
> **Debts over $5000.00 will be sent to LMHA Legal Counsel to determine means of pursuing collection.**
>
> **Debts over $10,000 will be sent to the HUD Inspector General's Office.**

Also see LMHA EIV policy under Program Integrity Chapter.

When a debt is referred to LMHA Legal Counsel or the HUD IG Office:

A memo will be put in the file showing to whom and the date the pertinent information was sent, as well as the LMHA personnel who completed the process

The file will be maintained in a special drawer marked "Legal"

After 12 months, a reminder letter will be sent to Legal or HUD IG to ascertain their status, if the PHA has not received any prior information

C. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP

The PHA does not have an established minimum rent

D. GUIDELINES FOR REPAYMENT AGREEMENTS

Repayment Agreements will be executed between the PHA and the head of household, spouse and co-head. Other adults may also be held responsible if they were part of the cause of the repayment agreement.

LMHA will send monthly statements showing the amount due and payable at the LMHA-DESIGNATED bank (currently Lorain National Bank). All payments must be received no later than the 8th of the month for accounts to be considered current.

Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice by the family. The family must provide verification of the hardship and receive approval of the Section 8 Manager or LMHA executive.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the Repayment Agreement is current:

Family size exceeds the HQS maximum occupancy standards.

The HAP contract is terminated due to owner noncompliance.

A natural disaster.

Additional Monies Owed

If the family has a Repayment Agreement in place and incurs an additional debt to the PHA:

The PHA will not enter into more than three Repayment Agreements with the same family. A fourth occurrence will be cause for termination from the program for repeated violation of family obligations.

Additional amounts owed by the family will be added to the existing repayment agreement and the family will be required to sign a new repayment agreement in accordance with the Repayment Agreement Section of this Chapter.

If a Repayment Agreement is in arrears more than sixty (60) days, any new debts must be paid in full.

Late Payments

A payment will be considered to be in arrears if:

The payment is not received by the close of the business day seven (7) days after the due date. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's repayment agreement is in arrears, and the family has not contacted or made arrangements with the PHA, the PHA will:

Require the family to pay the balance in full;

Pursue civil collection of the balance due;

Terminate the housing assistance;

Grant an extension of no more than thirty (30) days.

If the family requests a move to another unit and has a repayment agreement in place:

The family will be required to pay the balance in full prior to the issuance of a voucher.

If the family must move through no fault of their own (owner is forcing move), a voucher may be offered to locate another unit if all payments are current.

E. OWNER DEBTS TO THE PHA

If the PHA determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the PHA may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the PHA will:

Require the owner to pay the amount in full within 30 days.

Pursue collections through the local court system.

Restrict the owner from future participation.

Offer a repayment agreement to the owner for the amount owed.

F. WRITING OFF DEBTS

Debts will be written off if:

The debtor is deceased.

The amount is less than $25.00 and the debtor cannot be located.

A determination is made that the debtor is judgment proof.

The debtor is no longer a participant in a LMHA program and the debt is more than 60 days in arrears.

Files in which the family owes $1 - $100, will be put in a three (3) year holding pattern. If a participant attempts to re-enter the program during the three years, they will have to pay the debt. After three years, they do not have to repay the debt and the file will be shredded.

Files in which the family owes more than $100, will be put in a seven (7) year holding pattern. If a participant attempts to re-enter the program during the seven years, they will have to pay the debt. After seven years, they do not have to repay the debt and the file will be shredded.

Chapter 18

COMPLAINTS AND APPEALS

INTRODUCTION

The Informal Hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies, procedures and standards to be used when families disagree with a PHA decision. The procedures and requirements are explained for preference denial meetings, Informal Reviews and Hearings. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE PHA

The PHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The PHA **may** require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone. **All complaints will be referred to the Section 8 department to arrange meetings, informal hearings, informal reviews, special inspections, investigations.**

Categories of Complaints

Complaints from families: If a family disagrees with an action or inaction of the PHA or owner

Complaints from owners: If an owner disagrees with an action or inaction of the PHA or a family

Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules

Complaints from the general public: Complaints or referrals from persons in the community in regard to the PHA, a family or an owner

B. PREFERENCE DENIALS

When the PHA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting (not an Informal Review or Hearing) with PHA staff (person who made the decision or any other PHA representative may conduct the meeting) to discuss the reasons for the denial and to dispute the PHA's decision.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an Informal Hearing.

When the PHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

The reason(s) they are ineligible,

The procedure for requesting a review, and

The time limit for requesting a review.

The PHA must provide applicants with the opportunity for an Informal Review of decisions denying:

Listing on the PHA's waiting list

Issuance of a Voucher

Participation in the program

Informal Reviews are not required for established policies and procedures and PHA determinations such as:

Discretionary administrative determinations by the PHA

General policy issues or class grievances

A determination of the family unit size under the PHA subsidy standards

Refusal to extend or suspend a Voucher

PHA determination not to grant approval of tenancy

Determination that unit is not in compliance with HQS

Determination that unit is not in accordance with HQS due to family size or composition

Procedure for Review

A request for an Informal Review must be received **in writing** by the close of the business day, no later than **10 business** days from the date of the PHA's notification of denial of assistance. The informal review will be scheduled within **10 business** days from the date the request is received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by:

> **Any person or persons designated by the PHA Executive Director, other than a person who made or approved the decision under review or a subordinate of this person.**

The applicant will be given the option of presenting oral or written objections to the decision. Both the PHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

When denying admission for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the applicant may be given a copy of the criminal record upon which the decision to deny was based.

A Notice of the Review findings will be provided in writing to the applicant within **ten** to fifteen days after the review. It will include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. INFORMAL HEARING PROCEDURES

The PHA will provide a copy of the hearing procedures in the family briefing packet.

When the PHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The PHA will give the family prompt notice of such determinations which will include:

The proposed action or decision of the PHA;

The date the proposed action or decision will take place;

The family's right to an explanation of the basis for the PHA's decision;

The procedures for requesting a hearing if the family disputes the action or decision; and

The time limit for requesting the hearing.

The PHA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following PHA determinations:

Determination of the family's annual or adjusted income and the computation of the housing assistance payment

Appropriate utility allowance used from schedule

Family unit size determination under PHA subsidy standards

Family breach of HQS that is a family obligation determination

Determination that premerger Certificate program family is under occupied in their current unit and a request for exception is denied

Determination to terminate assistance for any reason

Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account

Determination to terminate based on a criminal activity as shown by a criminal record

The PHA must always provide the opportunity for an Informal Hearing before termination of assistance.

Informal Hearings **are not required** for established policies and procedures and PHA determinations such as:

Discretionary administrative determinations by the PHA

General policy issues or class grievances

Establishment of the PHA schedule of utility allowances for families in the program

A PHA determination not to approve an extension or suspension of a voucher term

A PHA determination not to approve a unit or lease

A PHA determination that an assisted unit is not in compliance with HQS (PHA must provide hearing for family breach of HQS because that is a family obligation determination)

A PHA determination that the unit is not in accordance with HQS because of the family size

A PHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is the PHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the PHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the PHA receives a request for an informal hearing, a hearing will be scheduled within **10 business days**. The notification of hearing will contain:

The date, time, and location of the hearing.

The family's right to bring evidence, witnesses, legal or other representation at the family's expense.

The right to view any documents or evidence in the possession of the PHA upon which the PHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing.

The right to have a copy of any criminal record used in the determination

The PHA's Hearing Procedures

After a hearing date is scheduled, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family will not be rescheduled unless the family can show "good cause."

Families have the right to:

Present written or oral objections to the PHA's determination;

Examine the documents in the file which are the basis for the PHA's action, and all documents submitted to the Hearing Officer;

Request copies of any relevant documents at their expense;

Present any information or witnesses pertinent to the issue of the hearing;

Request that PHA staff be available or present at the hearing to answer questions pertinent to the case; and

Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the PHA will make the copies for the family. The family has the right to have these documents prior to the informal hearing should they request such. The PHA has the right to assess the family a per copy charge. In no case will the family be allowed to remove the file from the PHA's office.

If family/landlord is more than 15 minutes late for the scheduled appointment, the hearing will be ruled in favor of the PHA. No further hearing will be granted.

In addition to other rights contained in this Chapter, the PHA has a right to:

Present evidence and any information pertinent to the issue of the hearing;

Be notified if the family intends to be represented by legal counsel, advocate, or another party;

Examine and copy any documents to be used by the family prior to the hearing;

Have its attorney present; and

Have staff persons and other witnesses familiar with the case present.

The Informal Hearing will be conducted by the Hearing Officer appointed by the PHA who is neither the person who made nor approved the decision, nor a subordinate of that person. The PHA Executive Director appoints a LMHA employee from a department other than Section 8 as the hearing officer.

The hearing will concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing, if requested by the other party. "Documents" includes records and regulations.

The hearing officer will tape the proceedings and swear in all persons testifying or submitting information at the hearing. The tape is used for assistance in preparing the final decision and would be used for further legal proceedings.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the PHA will take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the PHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings will be provided in writing to the Section 8 Manager and the family within 15 – 20 **business** days and will include:

A clear summary of the decision and reasons for the decision;

If the decision involves money owed, the amount owed; and

The date the decision goes into effect.

The PHA is not bound by hearing decisions:

Which concern matters in which the PHA is not required to provide an opportunity for a hearing;

Which conflict with or contradict HUD regulations or requirements;

Which conflict with or contradict Federal, State or local laws; or

Which exceed the authority of the person conducting the hearing.

The PHA will send a letter to the participant if it determines the PHA is not bound by the Hearing Officer's determination within **ten business** days. The letter will include the PHA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the PHA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the PHA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the PHA, either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the PHA will:

Deny the applicant family,

Defer termination if the family is a participant and qualifies for deferral, or

Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is prorated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

When applicants are denied placement on the waiting list, or the PHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

Examples of mitigating circumstances are:

a) A person with a cognitive disorder may not have understood the requirement to report increases in income,

b) A person may not understand the need to make regular repayments on a promissory note,

c) Minor criminal records for public drunkenness may be due to medication,

d) Prior incarcerations for being disorderly may be emotional disorder.

Chapter 19

SPECIAL HOUSING TYPES

INTRODUCTION

The PHA permits the use of Manufactured Home Space in its program. Other special housing will only be permitted when requested and needed as a reasonable accommodation for persons with disabilities. The PHA will not set aside any program funding for special housing types.

The PHA has not found a demand for Single Room Occupancy, Congregate Housing, Group Home, Shared Housing or Cooperative Housing in the PHA jurisdiction.

Verification of Need for Reasonable Accommodation

Acceptable documentation as verification of the need for reasonable accommodation would be a written letter to the PHA describing how the special housing type requested provides the accommodation of which the person is in need from one or more knowledgeable professionals who are familiar with the applicant/participant and/or the type of special housing requested. The request and documentation will be reviewed and a written response stating approval or disapproval will be sent to the applicant/participant within 10 days of receipt of the request.

A copy of the PHA's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approvable by all other HUD standards and HQS requirements in accordance with 24 CFR 982 Section M - Special Housing Types.

A. MANUFACTURED HOMES

The PHA will permit a family to lease a manufactured home and space with assistance under the program. The PHA will provide assistance for a family that owns the manufactured home and leases only the space if it meets the regulations.

The PHA may approve a live-in aide to reside with a family to care for a person with disabilities if needed as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the PHA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

A manufactured home must meet all the HQS requirements outlined in the "Housing Quality Standards and Inspections" chapter and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

> A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
>
> A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease.

Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by the PHA. The PHA will not approve a lease until the PHA has determined that the initial rent to owner for the space is reasonable rent. The PHA will redetermine that the rent is reasonable annually.

The PHA will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. The PHA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the PHA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the PHA, the owner must provide the PHA information on rents for other manufactured home space.

The Payment Standard used for a manufactured home space is established by using the % of the 2 BR FMR published by HUD. (Currently 40%)

There is a separate FMR for a family renting a manufactured home space. The payment standard is used to calculate the monthly housing assistance payment for a family. The FMR for rental of a manufactured home space is 40 percent (effective 10/1/99) of the published FMR for a two-bedroom unit.

During the term of a Voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

The payment standard minus the TTP, or the space rent paid minus the TTP.

The space rent is the sum of the following as determined by the PHA:

Rent to owner for the manufactured home space
Owner maintenance and management charges for the space
The utility allowance for tenant paid utilities

The PHA uses its standard utility allowance schedule for manufactured home space rental. Allowances for hook-up charges do not apply to a family that leases a manufacture home.

B. SINGLE ROOM OCCUPANCY

It has not been determined that there is a demand for SROs in the PHA's jurisdiction, therefore, a single person may not reside in an SRO housing unit.

A separate lease and HAP contract for each assisted person residing in a SRO is required. The SRO payment standard is 75 percent of the zero bedroom payment standard schedule. For a person residing in an exception area, the payment standard is 75 percent of the HUD approved zero bedroom exception payment standard amount. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

The PHA must ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR.

C. CONGREGATE HOUSING

A demand for Congregate Housing has not been proven in the PHA jurisdiction. An elderly person or a person with disabilities may reside in a congregate housing unit. The PHA may approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

For congregate housing there will be a separate lease and HAP contract for each assisted family. Unless there is a live-in aide, the payment standard for a family that resides in a congregate housing unit is the zero-bedroom payment standard on the PHA payment standard schedule. However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family that resides in a congregate housing unit is the one-bedroom payment standard amount.

A live-in aide will be counted in determining the family unit size.

The PHA will ensure that all congregate housing units approved for the program are in compliance with all of the HQS for congregate housing as regulated in 24 CFR.

D. GROUP HOMES

A group home must be licensed, certified, or otherwise approved in writing by the State or the State's licensing department. An elderly person or a person with disabilities may reside in a State-approved group home. A live-in aide may be approved to reside with a person with disabilities as a reasonable accommodation.

The PHA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

No more than twelve (12) persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.

There will be a separate HAP Contract and lease for each assisted person living in a group home. For a group home, the term "pro-rata portion" means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any PHA-approved live-in aide.

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home. Reasonable rent is determined in accordance with 24 CFR. In determining reasonable rent, the PHA will consider whether sanitary facilities and facilities for food preparation and service are common facilities or private.
Unless there is a live-in aide, the family unit size is zero bedroom. If there is a live-in aide, s/he will be counted in determining the family unit size. The payment standard for a person who resides in a group home is the lower of the payment standard for the family unit size or the pro-rata portion of the payment standard amount on the PHA payment standard schedule for the group home size.

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

The PHA will ensure compliance with HQS as regulated in 24 CFR.

E. SHARED HOUSING

A demand for Shared Housing has not been proven in the PHA jurisdiction, therefore a family may not reside in shared housing.

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment. The PHA may approve a live-in aide to reside with a family in order to care for a person with a disability as a reasonable accommodation.

Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit. A resident owner may enter into a HAP contract with the PHA. However, housing assistance may not be paid on behalf of the owner. The PHA will not approve assistance for a person or family that is related by blood or marriage to a resident owner.

There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

For shared housing, the term "pro-rata portion" means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five-bedroom unit, the ratio would be 3/5. The rent to the owner for the family may not exceed the pro rata portion of the reasonable rent for the shared housing dwelling. The reasonable rent must be in accordance with the guidelines set in the "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

For a family that resides in a shared housing unit, the payment standard is the lower of the payment standard amount on the PHA payment standard schedule for the family unit size or the pro-rata portion of the payment standard amount on the PHA payment standard for the shared housing unit size. If the PHA approves a live-in aide, the live-in aide will be counted in determining the family unit size.

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

The PHA will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR.

F. COOPERATIVE HOUSING

A demand for cooperative housing has not been proven in the PHA jurisdiction. The PHA will approve a family living in cooperative housing if it is determined that assistance under the program will help maintain affordability of the cooperative unit for low-income families. The PHA will not approve assistance for a family in cooperative housing until the PHA has also determined that the cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

The reasonable rent in cooperative housing is determined in accordance with "Owner Rents, Rent Reasonableness and Payment Standards" chapter. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperative's debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down-payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus utilities.

For a cooperative, rent adjustments are applied to the carrying charge as determined in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to Section 8 limitations on rent to owner. The housing assistance payment will be determined in accordance with the guidelines in "Owner Rents, Rent Reasonableness and Payment Standards" chapter. The PHA will ensure that all cooperative housing units are in compliance with HQS regulated by 24 CFR.

The PHA may approve a live-in aide to reside with the family to care for a person with disabilities. The PHA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by a person with disabilities. If the PHA approves a live-in aide, the live-in aide will be counted when determining the family unit size.

G. HOMEOWNERSHIP

See Homeownership Addendum

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

ACC	Annual Contributions Contract
BR	Bedroom
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations. Commonly referred to as "the regulations."
CPI	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
CR	Contract Rent
ELI	Extremely Low Income
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act - Social Security taxes
FmHA	Farmers Home Administration
FMR	Fair Market Rent
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GFC	Gross Family Contribution – Has been replaced by the term Total Tenant Payment (TTP)
GR	Gross Rent
HAP	Housing Assistance Payment
ELI	Extremely Low Income
FDIC	Federal Deposit Insurance Corporation

FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act - Social Security taxes
FmHA	Farmers Home Administration
FMR	Fair Market Rent
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GFC	Gross Family Contribution – Replaced by Total Tenant Payment (TTP)
GR	Gross Rent
HAP	Housing Assistance Payment
PHA Plan	Housing Assistance Plan
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	The Department of Housing and Urban Development or its designee.
HURRA	Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, and rent calculations
HV	Housing Voucher
IG	Inspector General
IGR	Independent Group Residence
IPA	Independent Public Accountant
IRA	Individual Retirement Account
MSA	Metropolitan Statistical Area established by the U.S. Census Bureau
PHA	Public Housing Agency

PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QC	Quality Control
RFTA	Request for Tenancy Approval (previously RLA or RFLA)
RFP	Request for Proposals
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment

B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING

ABSORPTION. In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE"). Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ADA. American with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)

ADJUSTED INCOME. Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the PHA for administration of the program.

ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve"). Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMINISTRATIVE PLAN. The HUD required written policy of the PHA governing its administration of the Section 8 Certificate and Voucher program. The Administrative Plan and any revisions must be approved by the PHA's Board and a copy submitted to HUD.

ADMISSION. The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL BUDGET AUTHORITY. The maximum annual payment by HUD to a PHA for a funding increment.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program.

ANNUAL INCOME. The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

AREA EXCEPTION RENTS. Rent based on HUD-approved payment standard amount that is higher than the basic range for a designated part of the fair market rent area ("exception area").

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

ASSISTED TENANT. A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY. An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

CHILD CARE EXPENSES. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and a Co-head is never a Dependent.)

CONGREGATE HOUSING. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

COOPERATIVE. A dwelling unit owned and/or share by a group of individuals who have individual sleeping quarters and share common facilities such as kitchen, living room and some bathrooms.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT (See 24 CFR)

CONTIGUOUS MSA. In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

CONTINUOUSLY ASSISTED. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.

CONTRACT. (See Housing Assistance Payments Contract.)

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABILITY ASSISTANCE EXPENSE. Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

DISABLED PERSON. A person who is any of the following:

A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C.423).

A person who has a physical, mental, or emotional impairment that:
Is expected to be of long-continued and indefinite duration;
Substantially impedes his or her ability to live independently; and
Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C. 6001(7)].

DISABLED FAMILY. A family where the head or spouse meets any of the above criteria for disabled person.

DISPLACED PERSON/FAMILY. A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act 21 U.S.C. 802).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act 21 U.S.C. 802).

ELDERLY HOUSEHOLD. A family whose head or spouse or whose sole member is at least 62 years of age – may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBILITY INCOME. May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

ELIGIBLE FAMILY (Family). A family is defined by the PHA in the administrative Plan, which is approved by HUD.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which is not reimbursable from any other source.

EXTREMELY LOW INCOME FAMILY. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

FAIR MARKET RENT (FMR). The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the ***Federal Register.***

FAMILY. "Family" includes but is not limited to:

A family with or without children (the temporary absence [90 days] of a child from the home due to placement in foster care shall not be considered in determining family composition and family size)

An elderly family;

A displaced family

The remaining member of a tenant family

A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family

FAMILY OF VETERAN OR SERVICE PERSON. A family is a "family of veteran or service person" when:

> The veteran or service person (a) is either the head of household or related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
>
> The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY RENT TO OWNER. In the voucher program, the portion of the rent to owner paid by the family.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY SHARE. The amount calculated by subtracting the housing assistance payment from the gross rent.

FAMILY UNIT SIZE. The size of the Voucher issued to the family based on the PHA's subsidy standards.

FMR/EXCEPTION RENT LIMIT. In the voucher program the PHA may adopt a payment standard up to the FMR/exception rent limit.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is 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.

FUNDING INCREMENT. Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment.

GROSS RENT. The sum of the Rent to Owner plus the utility allowance.

GROUP HOME. A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

HAP CONTRACT. (See Housing Assistance Payments contract.)

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT. The monthly assistance payment by a PHA. The total assistance payment consists of:

A payment to the owner for rent to owner under the family's lease.

An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN. (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate x total cash value of assets. Calculation used when assets exceed $5,000.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either:

By exercise of the power of self-government of an Indian Tribe, independent of State law, or

By operation of State law providing specifically for housing authorities for Indians.

INITIAL PHA. In portability, the term refers to both:

A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and

A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

INITIAL PAYMENT STANDARD. The payment standard at the beginning of the HAP contract term.

INITIAL RENT TO OWNER. The rent to owner at the beginning of the HAP contract term.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

JURISDICTION. The area in which the PHA has authority under State and local law to administer the program.

LANDLORD. This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LARGE VERY LOW INCOME FAMILY. Prior to the 1982 regulations, this meant a very low income family which included six or more minors. This term is no longer used.

LEASE. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

LEASE ADDENDUM. See Tenancy Addendum.

LIVE-IN AIDE. A person who resides with an elderly or disabled person and who:

Is determined to be essential to the care and well-being of the person

Is not obligated for the support of the person

Would not be living in the unit except to provide necessary supportive services

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families without regard to their federal preference status.

LOW-INCOME FAMILY. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MANUFACTURED HOME. A manufactured structure that is on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 to 982.621.

MANUFACTURED HOME SPACE. In manufactured home space rental: A space **leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624.**

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in a FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. A deduction for Elderly Households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MIXED FAMILY. A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3).

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME. 1/12 of the Annual Income.

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.

NEGATIVE RENT. Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

NET FAMILY ASSETS. Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NET FAMILY CONTRIBUTION. Former name for Tenant Rent.

NON-CITIZEN. A person who is neither a citizen nor a national of the United States.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OWNER. Any persons or entity having the legal right to lease or sublease housing.

PARTICIPANT. A family that has been admitted to the PHA's voucher program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (First day of initial lease term).

PAYMENT STANDARD. The maximum subsidy payment for a family (before deducting the family contribution). The PHA sets a payment standard in the range from 90 - 110 percent of the current FMR/exception rent limit.

PERSONS WITH DISABILITIES. Individuals with any condition or characteristic that renders a person an individual with a handicap as defined in 24 CFR 8.2.

PHA PLAN. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.

PORTABILITY. Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

PREMISES. The building or complex in which the dwelling unit is located, including common areas and grounds.

PRIVATE SPACE. In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

PROGRAM. The Section 8 tenant-based assistance program under this part.

PROGRAM RECEIPTS. HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). Any state, county, municipality, or other governmental entity or public body authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

A consortium of housing agencies, each of which meets the qualifications of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):

> Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or PHA) on October 21, 1998; or
>
> For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

REASONABLE RENT. A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

RECEIVING PHA. In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a certificate or voucher and provides program assistance to the family.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RENT TO OWNER. The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

RESIDENCY PREFERENCE. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

RESIDENCY PREFERENCE AREA. The specified area where families must reside to qualify for a residency preference.

RESIDENT ASSISTANT. A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

RESPONSIBLE ENTITY. For the public housing and Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone.

SPECIAL ADMISSION. Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

SPECIAL HOUSING TYPES. See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPOUSE. The husband or wife of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

A Public Housing Project.

SUBSIDY STANDARD. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUBSTANDARD UNIT. Substandard housing is defined by HUD for use as a federal preference.

SUSPENSION/TOLLING. Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a Request for Tenancy Approval to lease a unit until the time the owner decides not to enter into an initial lease with the tenant. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension.

TENANCY ADDENDUM. In the lease between the tenant and the owner, the lease language required by HUD.

TENANT. The person or persons who executes the lease as lessee of the dwelling unit (cannot be a live-in aide).

TENANT RENT. The amount payable monthly by the family as rent to the unit owner.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VERY LOW INCOME FAMILY. A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Certificate and Voucher Programs.

VETERAN. A person who has completed basic training to serve in the active U. S. military or naval service and has been discharged or released therefrom under honorable conditions. "Other than honorable" is considered a negative discharge. (See Ch. 4)

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

VOUCHER HOLDER. A family holding a voucher with an unexpired term.

VOUCHER PROGRAM. The Housing Choice Voucher Program (Enhanced Voucher).

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WAITING LIST ADMISSION. An admission from the PHA waiting list.

WELFARE ASSISTANCE. Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families.

C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NONCITIZEN. A person who is neither a citizen nor nation of the United States.

PHA. A housing authority--either a public housing agency or an Indian housing authority or both.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

FRAUD/PROGRAM INTEGRITY ADDENDUM

INTRODUCTION:

The U.S. Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

Lorain Metropolitan Housing Authority Fraud Policy:

Lorain Metropolitan Housing Authority (LMHA) is committed to protecting the integrity of its housing and subsidy programs and ensuring that benefits are received only by eligible families and participating owners in accordance with all applicable state and federal laws. As such, LMHA is dedicated to the strict enforcement of program requirements, and will take appropriate action in response to fraudulent activity and/or abuse of LMHA programs by participants, tenants, and/or owners.

Fraud and/or abuse refers to false statements, omissions, concealments of substantive fact, or other actions made with the intent to deceive, which results in the conferment of a benefit for which the perpetrator, absent the fraud or abuse, would not otherwise be eligible. Examples of fraud include but are not limited to the following: intentional misrepresentation of income, assets, or family composition by a tenant or participant or the collection of housing assistance payments by an owner for units not occupied by program participants.

Upon LMHA learning of an alleged fraud and/or abuse by a participant, tenant, and/or owner, the Executive Director or his designee will investigate and take appropriate action depending upon the particular circumstances involved and the nature and extent of the fraud or abuse. Such action includes, without limitation, terminating program assistance or subsidy, instituting eviction proceedings, informing the appropriate authorities of the fraud and/or program abuse and pursuing criminal charges related thereto, and/or instituting civil litigation for an award of damages suffered by LMHA as a result of the fraud or abuse. The advice of legal counsel may be sought in investigating and/or responding to an allegation of fraud or abuse.
(Adopted by LMHA Board of Commissioners, 12/13/06, Resolution #9572)

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the PHA undertake an inquiry or an audit of a participating family arbitrarily. The PHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance to monitor participants and owners for compliance and, when indicators of possible abuse come to the PHA's attention, to investigate such claims.

The PHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips:
The PHA will follow up on referrals received by mail, by telephone, or in person from other agencies, companies, or persons alleging that a family is in noncompliance with or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

Internal File Review:
A follow-up will be made if the PHA staff discovers (as a function of a certification or recertification, an interim determination, or a quality control review) information or facts that conflict with previous file data, the PHA's knowledge of the family, or statements made by the family.

Verification of Documentation:
A follow-up will be made if the PHA receives independent verification or documentation that conflicts with representations in the family's file (such as public record information or reports from credit bureaus or other agencies).

B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The PHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) **will be furnished and explained to all applicants** to promote an understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.

Program Orientation Session. **Mandatory orientation sessions will be conducted by the PHA staff for all prospective program participants, either prior to or upon issuance of a voucher. At the end of the briefing session, each family is interviewed by LMHA staff to personalize the questions and needs of that family.**

Resident Counseling. **The PHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.**

Review and Explanation of Forms. **Staff will explain all required forms and review the contents of all certification and recertification documents prior to signature.**

Use of Instructive Signs and Warnings. **Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.**

Participant Certification. **All adult family members will be required to sign the appropriate forms at each decertification, along with one that reads: "I must report in writing within 7 days any changes in my household income or family composition."**

C. STEPS THE PHAS WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The PHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. **Prior to initial certification, and at the completion of all subsequent recertifications, at least 3% of the participants' files will be reviewed. Such reviews shall include, but are not limited to:**

Assurance that verification of all income and deductions is present

Changes in reported Social Security Numbers or dates of birth

Authenticity of file documents

Ratio between reported income and expenditures

Review of signatures for consistency with previously signed file documents

All forms are correctly dated and signed

Observation. **The PHA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.**

Observations will be documented in the family's file and a meeting scheduled to discuss the possible abuse or fraud.

Public Record Bulletins **may be reviewed by Management and Staff.**

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made in order to detect unreported wages or unemployment compensation benefits.

Credit Bureau Inquiries. **Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:**

When an allegation is received by the PHA wherein unreported income sources are disclosed;

When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The PHA Staff will encourage all participating families to report suspected abuse to the Section 8 office or any other LMHA employee. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints, and tips will be carefully evaluated in order to determine if they warrant follow-up. The PHA will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

> **If the subject of the allegation is a client of the PHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.**

It will then be determined if the PHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. **If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with the file data, and the fact(s) are independently verifiable, the PHA will initiate an investigation to determine if the allegation is true or false.**

E. OVERPAYMENT TO OWNERS

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the PHA may terminate the Contract and arrange for restitution to the PHA and/or family as appropriate.

The PHA will make every effort to recover any overpayment made as a result of landlord fraud or abuse. Payment otherwise due to the owner may be debited in order to repay the PHA or the tenant, as applicable.

F. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the PHA determines that an allegation or referral warrants follow-up, the PHA designated person(s) to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. The PHA will use signed authorizations by the program participant for the release of information.

Credit Bureau Inquiries. **In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the unreported income of the family.**

Verification of Credit. **In cases where the financial activity conflicts with file data, a *Verification of Credit* form may be mailed to the creditor in order to determine the unreported income source.**

Employers and Ex-Employers. **Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.**

Neighbors/Witnesses. **Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.**

Other Agencies. **Investigators, case workers or representatives of other benefit agencies may be contacted.**

Public Records. **If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records, and postal records.**

Interviews with Head of Household or Family Members. **The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the PHA office. A high standard of courtesy and professionalism will be maintained by the PHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.**

G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE PHA

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will be kept in the participant's file. Such cases under review will not be discussed among PHA staff unless they are involved in the process, or have information which may assist in the investigation.

H. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, it will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

I. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

The type of violation (procedural, non-compliance, fraud)

Whether the violation was intentional or not

What amount of money, if any, is owed by the family

If the family is eligible for continued occupancy

J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, **the PHA will propose the most appropriate remedy based upon the type and severity of the violation.**

1. Procedural Non-compliance. This category applies when the family "fails to" observe a procedure or requirement of the PHA, but does not misrepresent a material fact, and there is no retroactive assistance payment owed by the family.

Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment

Failure to return verification in time period specified

Warning Notice to the Family: **In such cases a notice will be sent to the family which contains the following:**

A description of the non-compliance and the procedure, policy or obligation which was violated.

The date by which the violation must be corrected, or the procedure complied with.

The action which will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA.

The consequences of repeated (similar) violations.

2. Procedural Non-compliance - Overpaid Assistance. When the family owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Overpayment of Assistance. **This Notice will contain the following:**

A description of the violation and the date(s)

Any amount owed to the PHA

A 10-day response period

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

(a) Participant Fails to Comply with PHA's Notice.

If the Participant fails to comply with the PHA's notice, and a family obligation has been violated, the PHA will initiate termination of assistance.

(b) Participant Complies with PHA's Notice.

When a family complies with the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will note the discussion in the file.

3. Intentional Misrepresentations. When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the PHA, **the PHA will evaluate whether or not:**

the participant had knowledge that his/her actions were wrong;

the participant willfully violated the family obligations or the law

Knowledge that the action or inaction was wrong. **This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certification and Personal Declaration are adequate to establish knowledge of wrong-doing.**

The participant willfully violated the law. **Any of the following circumstances will be considered adequate to demonstrate willful intent:**

An admission by the participant of the misrepresentation

The act was done repeatedly

A false name or Social Security Number was used

There were admissions to others of the illegal action or omission

The participant omitted material facts which were known to him/her (e.g., employment of self or other household member)

The participant falsified, forged or altered documents

The participant uttered and certified to statements an interim determination which were later independently verified to be false

4. Dispositions of Cases Involving Misrepresentations. In all cases of misrepresentation involving efforts to recover monies owed, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

(a) Criminal Prosecution: **If the PHA has established criminal intent, and the case meets the criteria for prosecution, the PHA may:**

Refer the case to the PHA Legal Counsel, District Attorney, and/or HUD's RIGI, and terminate rental assistance

(b) Administrative Remedies: **The PHA may:**

Terminate assistance and demand payment of restitution in full;

Terminate assistance and execute an administrative repayment agreement in accordance with the PHA's Repayment Policy;

Terminate assistance and pursue restitution through civil litigation;

Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the PHA's repayment policy

5. Determining Course of Action. Prior to the final determination of the proposed action, the PHA will consider:

The duration of the violation and number of false statements

The family's ability to understand the rules

The family's willingness to cooperate, and to accept responsibility for his/her actions

The amount of money involved

The family's past history

Whether or not criminal intent has been established

6. Notification to Participant of Proposed Action. The PHA will notify the family by mail of the final determination and offer an Informal Hearing opportunity.

APPENDIX I – SECTION 8 ADMINISTRATIVE PLAN

CONFLICT OF INTEREST PROVISIONS; CONDUCTING BUSINESS WITH ETHICAL STANDARDS

CONFLICT OF INTEREST:

(A) Neither LMHA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one (1) year thereafter:

1. Any present or former member or officer of the PHA (except a participant commissioner);

2. Any employee of the PHA, or any contractor, subcontractor or agent of the PHA who formulates policy or who influences decisions with respect to the programs;

3. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to the programs; or

4. Any member of the Congress of the United States

(B) Any member of the classes described in paragraph (A) of this section must disclose their interest or prospective interest to LMHA and HUD.

(C) The conflict of interest prohibition under paragraph (A) of this section may be waived by the HUD field office for good cause.

CONDUCTING BUSINESS WITH ETHICAL STANDARDS:

The Lorain Metropolitan Housing Authority (LMHA) shall prohibit the solicitation or acceptance of gifts or gratuities, in excess of a nominal value, by any officer or employee of the PHA, or any contractor, subcontractor, or agent of the PHA.

Employees violating the LMHA "Ethical Standards Code" shall be subject to disciplinary action up to and including termination. The disciplinary action shall be commensurate with the violation.

APPENDIX 2 - SECTION 8 ADMINISTRATIVE PLAN

LORAIN METROPOLITAN HOUSING AUTHORITY
UIV / EIV (income verification) POLICY

LMHA will use the Up-Front Income Verification (UIV) provided by HUD to determine if residents/participants are disclosing all household income. EIV = Enterprise Income Verification

LMHA will advise applicants, Section 8 participants, and Public Housing residents of the Housing Authority's ability to compare the income they are disclosing to the income reported through State Wage Income Collection Agencies, Social Security benefits and Unemployment benefits.

LMHA will review the UIV system 90 days after admission to determine if the applicant disclosed all income at the time of admission to subsidized housing.

When the income information supplied by UIV reveals an employer or other income source that the resident/participant did not disclose, LMHA will request the undisclosed employer or other income source to furnish any information necessary to establish the correct level of assistance in a covered program.

Residents/participants who fail to disclose all income will be required to repay the Housing Authority the overpayment amount resulting from the non-disclosure. In addition to the resident/participant being required to repay money owed from failure to disclose all income, it is also possible LMHA will initiate an eviction action for residents or terminate the Section 8 participant from the program.

LMHA will not suspend or terminate any resident/participant until the resident/participant has received a notice advising of the findings and informing the resident/participant they have 30 days to contest the findings.

Factors used to determine the appropriate action to be taken will be the length of time the income has been unreported, the amount of money the resident/participant must repay, the number of times the resident/participant completed the Personal Declaration form and failed to disclose the income, and the number of times the resident/participant met with an LMHA employee and failed to disclose the income.

If LMHA determines it is in the best interest to offer the resident/participant a repayment agreement and permit the resident/participant to remain in a subsidized housing program, the following time frames shall apply:

$1.00	to	$300.00	up to 4 months
$301.00	to	$500.00	up to 6 months
$501.00	to	$800.00	up to 9 months
$801.00	to	$1000.00	up to 12 months
$1001.00	to	$1500.00	up to 15 months
$1501.00	to	$2000.00	up to 18 months
$2001.00	to	$2500.00	up to 24 months

Any deviation from the above schedule must be approved by the Section 8 Manager or the Public Housing Manager, along with securing the approval of either the Director, Operations Manager, or Assistant Director. The above referenced payment schedule will be used for all overpayments resulting from non-disclosed income, whether it is disclosed to LMHA under the UIV system or LMHA is able to detect unreported income.

For amounts in excess of $2500.00 the Director and Operations Manager will review the circumstances surrounding the overpayment with the Section 8 Manager/Public Housing Manager to determine a course of action.

In instances where the non-disclosure of income results in overpayments that exceed $5000.00, the resident/participant's case will be referred to LMHA Legal Counsel for appropriate action. Any amounts exceeding $2500.00 will also be reported to the Credit Bureau.

HUD defines a substantial difference as one that is $200.00 or more per month. LMHA's interim policy does not require an interim rent change be processed unless the gross monthly income increases by more than $200.00 per month unless it is an additional source of income, i.e. a resident/participant reporting zero income begins to receive income. The $200.00 threshold for interim rent changes is applicable to LMHA's Housing, Section 8 New Construction, and the Housing Choice Voucher Rental Assistance Program (Section 8).

All LMHA Staff working with the UIV will attend training to heighten their awareness of the safeguards which must be undertaken when using the UIV information. At least annually, employees will be reminded of the security and required safeguards required for UIV. LMHA employees will be advised of the penalties associated with the provisions of the Privacy Act of 1974.

Employees will not file a copy of the report in one person's file with another person's information. If more than one person's information is on a page, the employee shall either:

a. Cut out the section applicable to the household
b. Black out the other household's information OR
c. Not file the report in a tenant file folder and document the tenant file that staff reviewed HUD UIV Wage Report and record what was reviewed.

LMHA staff shall properly dispose of the UIV data as soon as it has met the audit requirements of the Housing Authority and the U. S. Department of Housing and Urban Development. All information contained in a resident/participant's file will be in a secure area.

The proper disposal of UIV originals and any documents created is shredding. The LMHA employee shall maintain a register of any UIV documents shredded.

LMHA will keep tenant files in a secure area. Access to the secure area will be limited to LMHA staff or visitors escorted by LMHA staff. Restricted areas will clearly be marked with appropriate signs.

LMHA will restrict access to UIV data only to those employees whose duties and responsibilities require access to determine the appropriate level of rental assistance.

LMHA staff using the UIV system must sign a User Agreement.

LMHA will conduct a quarterly review of all User IDs issued to determine if the users still have a valid need to access the UIV data.

UIV Policy approved by LMHA Board of Commissioners 6-16-2004

APPENDIX 3 – SECTION 8 ADMINISTRATIVE PLAN

Lorain Metropolitan Housing Authority (LMHA)
Violence Against Women Act (VAWA) Policy

I. Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 and more generally to set forth LMHA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by LMHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937. Notwithstanding its title, this policy is gender-neutral and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

A. Maintaining compliance with all applicable legal requirements imposed by VAWA.;

B. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking;

C. Creating and/or maintaining collaborative arrangements between LMHA, law enforcement authorities, victim service providers and others to promote the well-being of victims of actual and threatened domestic violence, dating violence, and stalking, who are assisted by LMHA; and

D. Taking appropriate action in response to a reported incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by LMHA.

III. Other LMHA Policies and Procedures

This Policy shall be referenced in and attached to LMHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of LMHA's Admissions and Continued Occupancy Policy and LMHA's Section 8 Voucher Administration Plan. LMHA's annual public housing agency plan shall also contain information concerning LMHA's activities, services or programs relating to domestic violence, dating violence, and stalking, if any.

IV. Definitions

As used in the Policy:

A. ***Domestic Violence*** – The term "domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

B. ***Dating Violence*** – means violence committed by a person:
(a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
(b) where the existence of such a relationship shall be determined based on a consideration of the following factors:
(i) the length of the relationship.
(ii) the type of relationship.
(iii) the frequency of interaction between the persons involved in the relationship.

C. ***Stalking*** – means
(a) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
(ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
(b) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly commit acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or cause substantial emotional harm to
(i) that person;
(ii) a member of the immediate family of that person; or
(iii) the spouse or intimate partner of that person.

D. ***Immediate Family Member*** – means, with respect to a person
(a) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
(b) any other person living in the household of that person and related to that person by blood or marriage.

E. ***Perpetrator*** – means a person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

Non-Denial of Assistance. LMHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person has been a victim of domestic violence, dating violence, or stalking provided that such person is otherwise qualified for such admission.

VI. Termination of Tenancy or Assistance

A. **VAWA Protections.** Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by LMHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by LMHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

   (a) Nothing contained in this paragraph shall limit any otherwise available authority of LMHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act of acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither LMHA nor a Section 8 Manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence, or stalking than applied to other tenants.

   (b) Nothing contained in this paragraph shall be construed to limit the authority of LMHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant in the owner, manager, or LMHA, as the case may be, can demonstrate an actual an imminent threat to other tenant or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. ***Removal of Perpetrator.*** Further, notwithstanding anything in paragraph {VI.A.2} or Federal, State or local law to the contrary, LMHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction removal, termination of occupancy rights or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by LMHA. Leases used for all public housing operated by LMHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by LMHA, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. ***Requirement for Verification.*** The law allows LMHA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to a waiver as provided in paragraph VII.C., LMHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by LMHA. Section 8 owners or managers receiving rental assistance administered by LMHA may or may not elect to require verification as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, or stalking may be accomplished in one of the following ways:

1. **HUD-approved form** – by providing LMHA or the requesting Section 8 owner or manager HUD for4m #50066 which is available at LMHA, 1600 Kansas Ave., Lorain and all Development Offices of LMHA. The incident or incidents in question must be described in reasonable detail on the prescribed HUD 50066 and the certification must include the name of the perpetrator.

2. **Other documentation** – by providing LMHA or the requesting Section 8 owner or manager 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 the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident must also sign and attest to the documentation under penalty of perjury.

3. **Police or court record** – by providing to LMHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police report describing the incident or incidents in question.

B. ***Time allowed to provide verification/failure to provide.*** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, or stalking and who is requested by LMHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (excludes Saturdays, Sundays, and federal holidays) after receipt of the request for verification. Failure to provide verification in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. ***Waiver of verification requirement.*** The Executive Director of LMHA, or his designee, or a Section 8 owner or manager, may with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waive must be in writing. A waive in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VII. Confidentiality

A. ***Right of confidentiality.*** All information (including the fact that an individual is a victim of domestic violence, dating violence, or stalking) provided to LMHA or a Section 8 owner or manager in connection with a verification required under section VII of this policy shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or

2. required for use in public housing eviction proceeding or in connection with termination of Section 8 assistance as permitted by VAWA, or

3. otherwise required by applicable law.

B. **Notification of rights**. All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by LMHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

IX. Transfer to New Residence

Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, LMHA may, if an approved unit size is available at a location that may reduce the risk of harm, approve a transfer by a public housing resident to a different unit in order to reduce the level of risk to the individual. The request to transfer must be accompanied by documentation of the incident as set forth in this policy.

A Section 8 assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect the health and safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believes that the tenant or other household member will be imminently threatened or harmed if the individual remains in the present dwelling unit.

X. Relationships with Service Providers

It is the policy of LMHA to cooperate with organizations and entities, both private and governmental that provide shelter and/or services to victims of domestic violence. At their discretions, if LMHA staff become aware that an individual assisted by LMHA is a victim of domestic violence, dating violence, or stalking, LMHA may make the victim aware of such providers of shelter or services as appropriate. This policy does not create a legal obligation requiring LMHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. LMHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which LMHA has referral or other cooperative relationships and/or agreements.

XI. Notification

LMHA provides written notification to applicants, tenants, and Section 8 owners and managers concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance, and termination of tenancy or assistance.

APPENDIX 4 – SECTION 8 ADMINSITRATIVE PLAN

SELF-EMPLOYMENT/SMALL BUSINESS INCOME POLICY
LMHA HOUSING CHOICE VOUCHER PROGRAM (SECTION 8)

GROSS INCOME: Add all cash, checks, fair market value of property, and fair market value of services received during the year (provide monthly ledger and receipts). Income Tax 1040 including all Schedules and appropriate forms such as W-2 or 1099 must be submitted every year.

DEDUCTIONS: Not all IRS deductions are used to figure net income for the Section 8 program purposes. We do not consider transportation such as air fare, lodging, meals, business depreciations, entertainment, gifts.

PERSONAL CAR: Must have adequate records such as a written travel log with complete and accurate mileage records for each business use of the car. Actual expenses or standard mileage rate may be used.

There are NO deductions for personal use mileage.
There are NO deductions for travel from home to primary place of work.

Deductions may include:
- Travel from one work place to another
- Business trips to customers or meetings away from the work place
- Going to temporary workplace

ACTUAL EXPENSE METHOD: Add entire car operating expenses for the year including actual costs of gas, oil, tires, repairs, license fees, lease payments, registration fees, garage rental, insurance and depreciation. Based on business miles vs. personal miles, figure the percentage for business miles and multiply times (x) the total costs.

STANDARD MILEAGE RATE: Use standard mileage rate x business miles. Use of any actual operating expenses CANNOT be used with this method!

ASSETS: Property and equipment owned and used for the business. Keep complete and detailed records showing: (1) when purchased or acquired, (2) cost to you, (3) reason for use, (4) how much item is used for business vs. personal use. Life expectancy of item (#of years) divided into actual cost or value = 1 year deduction for each year used. Total cost cannot generally be deducted all in one year.

OFFICE SUPPLIES: Expenses appropriate for business, trade, or profession that are itemized with receipts. Examples: business cards, forms, pens, computer paper, etc.

NECESSARY EXPENSES: Expenses appropriate for business, trade, or profession that are itemized with receipts. Examples: License fees, required education or dues/fees.

Section 8 will calculate anticipated annual income by using 3 – 6 months provided ledgers and receipts which the participant provides as correct accounting records. The HA will have the right to complete retro changes and repay charges should income tax records prove the income was more than reported to the Section 8 department.

APPENDIX 5 – SECTION 8 ADMINISTRATIVE PLAN

LMHA POLICY FOR USE, RETENTION AND DISPOSAL OF CRIMINAL HISTORY INFORMATION

Under 24 CFR Part 5.903, 960 and 982, PHAs are authorized to obtain and use the criminal records to screen applicants for admission to Public Housing and the Section 8 Housing Choice Voucher (HCV) Programs, and for lease enforcement or eviction of families residing in Public Housing or receiving HCV assistance. Under these rules for both the Public Housing and HCV Programs, there are certain policies that PHAs much adopt to screen out applicants that have been engaged in specific criminal conduct. PHAs are required to adopt the following admissions standards that prohibit admission to applicants or lease provision that authorize a PHA to propose to evict a household for the following offenses:

* Persons currently engaged in illegal drug activity;
* Fugitive felons, parole violators and persons fleeing to avoid prosecution, or custody or confinement after conviction, for a crime or attempt to commit a crime that is a felony under the laws of the place from which the individual flees;
* Persons convicted for producing Methamphetamine on federal assisted housing property;
* Sex offenders who are required by law to register with a law enforcement agency;
* Persons whom a PHA determines it has reasonable cause to believe the household member's illegal drug or alcohol abuse which would threaten the health, safety or interfere with the peaceful enjoyment of the premises by other residents; and
* Persons evicted from federally assisted housing for drug-related criminal activity less than 3 years ago, unless the tenant successfully completes a rehabilitation program approved by the PHA or the circumstances for the eviction no longer exist.

The PHA shall obtain written permission of the applicant to check for criminal history records through State or Local Law Enforcement Agencies.

Opportunity to Dispute. If the PHA obtains criminal record information from a State or Local Agency that shows that a household member has been convicted of a crime relevant to applicant screening, lease enforcement or eviction, the PHA must notify the household of the proposed action to be based on the information obtained and must provide the subject of the record and applicant or tenant a copy of such information and the opportunity to dispute the accuracy and relevance of the information. This opportunity must be provided before a final decision of denial of admission, eviction or lease enforcement action on the basis of such information.

Records Management. LMHA shall ensure that any criminal record received from a law enforcement agency is:

* Maintained confidentially;
* Not misused or improperly disseminated; and
* Destroyed, once the purpose (for which the record was requested) has been accomplished, including expiration of the period for filing a challenge to the LMHA action without institution of a challenge or the final disposition of any such challenge or legal litigation. Once LMHA has determined the records are of no further use, LMHA shall note on the "Criminal Record Disposition Form" the date of disposal (shredding), the LMHA employee disposing of the record and the name of the State or Local Agency from which the records were obtained.

Criminal records are to be managed in accordance with the requirements in 24 CFR 5.903 (g). Consent forms obtained from applicants expire automatically, immediately following the PHA's final decision to either approve or deny admission. If a person is denied admission, the record must be destroyed in a timely manner following the expiration period of the statute of limitations for civil action challenging a denial.

In addition, PHAs must handle any information obtained from other records in accordance with applicable State and Federal privacy laws and with the provision of the consent forms signed by the applicant/tenant. Any criminal history record information obtained through the submission of fingerprints to the FBI may be provided to the subject of the record upon his/her request. It is recommended that a receipt be signed by the subject upon issuance of the record for the protection of the PHA.

Chairperson Ettore Januzzi introduced the following resolution, read in full, and considered on April 16, 2008:

RESOLUTION: 9740-08

Be it resolved by the Lorain Metropolitan Housing Authority that the Board hereby approves the Annual Plan for Fiscal Year 2008.

Member France moved the foregoing resolution be adopted as introduced and read, which was supported by Member Kelleher, and upon roll call the ayes and nays were as follows:

AYES	NAYS
Ettore Januzzi	None
Michael Kelleher	
Evelyn France	
Drake Hopewell	

The Chairperson hereupon declared said motion carried and said motion adopted.

Ettore A Januzzi

Lorain Metropolitan Housing Authority
Family Self-Sufficiency Action Plan

I. Demographic Data

Section 8 Program

The Family Self-Sufficiency (FSS) Program was established in 1994. All Section 8 participants were mailed letters briefly describing the Family Self-Sufficiency (FSS) Program. All interested parties were instructed to return the enclosed information form to be scheduled for an orientation. Approximately 9.7% of the total respondents are interested in the FSS program. Lorain Metropolitan housing Authority (LMHA) will target forty-five (45) families for FSS Program.

Lorain County has 2709 participating in the LMHA Section 8 program. This population consists of families, elderly families, disabled and/or physically challenged participants.

Section 8 Voucher & Bedroom Size

675	1 bedroom
915	2 bedroom
892	3 bedroom
194	4 bedroom
29	5 bedroom
2	6 bedroom
2	7 bedroom
2709	Total vouchers

Public Housing Program

LMHA established its Public Housing Program in 1995. All public housing participants were mailed a solicitation for the program describing the program. Those interested in the program returned a form which was used to schedule an orientation. After attending a group and/or personal orientation the interested parties were given copies of the preliminary application and permanent application. Upon submission of these two (2) tools which document the applicant's personal history, a contract and ITSP is established to document needs and goals. The program size is 25.

As vacancies occur solicitations are mailed to all new residents on a quarterly basis. Flyers are displayed at development offices to make new and existing residents aware of the FSS Program.

Public Housing Eligible Apartments

Leavitt Homes-212 units
Westview Terrace-150 units
Wilkes Villa-186 units
J.F. Oberlin Homes-105 units
JFK Plaza-177 units
Riverview Plaza-181 units
Lakeview Plaza-204 units
Albright Terrace-50
Southside Gardens-114 units
Scattered Sites-75 units

II. Program Description

The LMHA FSS Program will strive to promote and encourage the coordination of public and private resources to enable families to achieve independence and self sufficiency. Forty-five families in the Section 8 sector are targeted for this program. The FSS Program will not be required to replace any participant who completes their goals toward self-sufficiency effective 10/98. The LMHA will maintain records to reflect this reduction. Because the FSS program goals work integrally with community welfare reform programs, LMHA plans to promote and disseminate information regarding the program as an ongoing attempt to maintain an active program. Currently there is a waiting list to participate in the program.

The goal for the program and the goal of the family is to achieve self-sufficiency.

LMHA Objectives

- To collaborate with agencies in Lorain County to bring forth resources in the best delivery possible. To enable each family to receive needed services or activities that will lead to self-sufficiency.
- To develop a program that is culturally specific to each family that deals with assessing needs, eliminating barriers and achieving the goals of the family.
- To document the achievement of each family
- To evaluate the program
- To maintain flexibility

Case Management/Assessment

FSS family members, that are identified as JOBS/Pathways participants will receive assessment, case management, child care, transportation reimbursements, educational counseling, and job experience opportunities.

Individuals not eligible for the JOBS/Pathways program may be assisted by the Lorain County Human Services Social Service Department through the Prevention, Retention, Contingency (PRC) program. This department services approximately 220 through referrals, case management, and counseling services.

LMHA will assess all FSS participants. The needs for families will be determined by the FSS Coordinator and the head of household for the family. Goals and objectives will be determined based upon the realistic desires of the family member and the available resources of Lorain County.

Education and Training

Adult Basic Education is provided at eight Able sites in the community of Lorain. There are ten sites in Elyria and four sites in the Oberlin Area. LMHA in collaboration with Elyria City Schools provides a GED/ESL site at the PHA Wilkes Villa family development in Elyria.

If a need exists for Adult Basic Education or GED preparation for an FSS Participant, there are many sites available throughout the county.

Joint Vocational School

The Joint Vocational School (JVS) is centrally located between Lorain Elyria, and Oberlin. The school offers many vocational studies, such as carpentry, refrigeration, electronics, as well as computer skills, auto mechanics, and machine shop. These program help students to pursue non-traditional careers. It also provides remedial training as well as concentrated training in a variety of office positions. Placement and counseling are available. JVS provides financial assistance through Pell grants, OIG assistance, and Single Parent Financial Assistance Program.

Lorain County Community College

LCCC has many services to assist FSS families. It has a continuing education program that allows students to receive their associates Degree and pursue their Bachelors Degree through the Partnership Program-a collaboration of various four year colleges offered at the LCCC campus. LCCC also provides programs that address short term education and refresher courses to enhance and provide ongoing education.

Additional LCCC programs assist in the following specialized needs:

> Women's Link Program-assists displaced homemakers and/or women re-entering students. The program offers counseling, career information and one-on-one support that will aid women in achieving their goals.
>
> Yes, I can Program-a Human Services Initiative that assists TANF recipients in pursuing higher education. They provide grant and loan information; and career counseling.
>
> GED Classes-available on site through the use of computers so that the individual may work at his own pace. The GED test is administered at this site.

In addition LCCC has a variety of programs that assist with the major needs of any student including, on site childcare, financial aid, and groups designated to assist students in specific fields educationally and culturally.

Employment NetWork

LMHA has developed a partnership with the Employment NetWork, an agency providing a one-stop location in Lorain County with a collaboration with various agency resources. The Employment NetWork also facilitates self-help seminars, disseminates information about training programs, offers a computer lab and information about employment opportunities

Referrals will be made to the Employment NetWork for employment opportunities, updates and potentially hiring companies. The FSS Coordinator is apprised of community training and self-help programs through a newsletter provided by the Employment NetWork which works collaboratively with local agencies.

Other employment opportunities are provided to LMHA by various local agencies and temporary agencies.

Money Management/Home Ownership

LMHA offers the HUD sponsored HELP program. It is presented as a requirement to participation in the Enhanced Home Ownership Voucher Option program. The program directs the participant toward establishing and maintaining a good credit status in order to enable the ability to obtain a bank loan. LMHA has partnered with various agencies which may benefit the participants through down payment assistance, special home buyer programs, and community development homebuyer programs.

FSS families are afforded an opportunity to learn from professionals the mechanics of home buying through seminars provided through the Section 8 Home Ownership Option Program. Banks, mortgage companies, title companies, and realtors provide training to educate the participants in all aspects of the home buying facets. These classes are crucial to self sufficiency. A family may opt to take either, depending upon the goals of the family as stated in the contract of participation. The curriculum is very flexible. All classes are taught by the Section 8 FSS Coordinator.

The Public Housing FSS Program also makes referrals to the HELP program to provide education for future home ownership opportunities. Although the participants do not benefit from mortgage assistance from LMHA, the participants can benefit from other local programs.

III. The FSS program will use several methods to identify needs and deliver services or activities

Prospective participants will be provided information about the FSS program through personal one-on-one contact by LMHA personnel, group orientation of the housing programs, application, and intake interview.

Goal setting/Personal Action Plan

The Applicant and the FSS Coordinator will develop an Individual Training and Services Plan (ITSP) together to overcome needs and identify barriers. Both long and short range goals will be developed. Participants will be referred to appropriate agencies for services based upon needs identified.

The ITSP will reflect a progression of steps that will lead to milestones.

There will be quarterly collaboration and follow-ups with applicants to evaluate progress and further needs. When a participant is referred to a specific agency program, monthly reports submitted by the agencies will document progress of the individual.

The Outreach efforts for the FSS Program are provided fairly and equally to all Section 8 Program and Public Housing participants.

Method of Selection

All referrals will be accepted by the FSS Coordinator. The referral will be invited to an orientation to advise the applicant of the program's operation. The referral will then have an opportunity to enroll voluntarily. Referrals are accepted from LMHA personnel and any other agency. LMHA will maintain a program of at least 30 Section 8 participants and 17 Public Housing participants. A

waiting list has been developed to accommodate additional participants when a vacancy occurs. Applicants on the FSS Program waiting list will be enlisted into the program based on their date of application.

Termination of the Contract of Participation

1. Mutual consent of the parties;
2. Failure of the family, or a member of the family to honor the terms of the contract;
3. Achievement of Self-sufficiency by the family;
4. Expiration of the contract term and extension thereof;
5. The family's withdrawal from the program;
6. By such other act as is deemed inconsistent with the FSS program or Section 8 rules and regulations:
7. By operation of law.

Hearing/Grievance Procedures for Section 8 are stated in CFS 882.216 and CFR 887.405.

Barriers to Self-Sufficiency
The barriers in Lorain County are identified as:

1. Lack of transportation
2. Unemployment
3. Lack of childcare
4. Poor delivery systems to a multi-cultural population

The FSS program utilizes the input of various collaborating agencies to define, address, and attempt to resolve the barriers affecting the FSS participants. The cycle of poverty can be stopped, one family at a time, one problem at a time. LMHA is a participant of various community advisory boards in order to keep abreast of impending programs which may benefit the FSS participant.

Program Coordinating Committee

The committee is composed of representatives from the following Lorain County agencies and/or programs whose mission is to assist in the proper implementation of the program. Those agencies involved are:

Lorain County Joint Vocational School
Women's Development Center
LMHA Board of Trustee Member
Elyria Community Development
Lorain National Bank
LMHA Employee
Lorain County Urban League

The committee is also charged to review and provide a final approval for housing assistance for participants of the Home Ownership Option program.

LORAIN METROPOLITAN HOUSING AUATHORITY
Procedures for FSS Interim Escrow Disbursements

The Family Self-Sufficiency (FSS) Program has been established to assist participants in the Section 8 and Public Housing programs achieve self-sufficiency. The FSS program affords a program participant an opportunity to seek and meet one's goals while establishing an escrow account through increased household earnings.

The rules and regulations governing the FSS program offers an opportunity for an FSS participant to request an interim disbursement from an established escrow account if there is a need. The need must be submitted in writing and should indicate a verifiable barrier which prevents the participant from achieving total self-sufficiency. Before applying for assistance through the FSS Program, the participant must provide verification that all local county assistance resources have been exhausted.

Guidelines for Disbursements

Vehicle Repairs:

1. A disbursement may be requested for repairs to vehicles which are not normal wear and tear or normal maintenance items.
2. Only three (3) requests may be made throughout the participation on the FSS Program for repairs. These requests must not total more than the value of the vehicle.
3. An itemized estimate of repairs from the repair center must be submitted to the FSS Coordinator to include with the request of disbursement.
4. If approved, the disbursement will be made in the name of the FSS participant and the service center.

Vehicle Purchase:

1. An FSS participant may request a maximum of $2,500.00 toward the down payment of a vehicle.
2. The FSS participant must provide a copy of the proposed sales agreement.
3. If the vehicle is owned by a private owner, the FSS participant must secure from the owner the Vehicle Identification Number, the odometer reading, and a copy of the registration as proof of ownership.
4. The vehicle must no exceed accepted valuation as acknowledged by Kelly Blue Book which is commonly accepted by lending institutions.
5. If approved, the disbursement will be made in the names of the FSS participant and the auto dealer/vehicle owner.

Other:

1. An FSS participant may request assistance for educational training and books with proper verification from the educational facility.
2. An FSS participant may request assistance for specialized clothing with proper verification from the educational facility and/or place of employment.
3. An FSS participant may request assistance for specialized equipment required to further employment or education purposes.
4. If approved, the disbursement will be made in the names of the FSS participant and the interested party.
5. The FSS Coordinator may request the participant to purchase the needed items. Reimbursement will be made to the participant upon submission of a paid receipt.
6. An FSS participant may request an interim disbursement from their escrow account to over come an obstacle that is keeping said participant from reaching a particular goal stated in their Individual Training and Services Plan. **Each request will be reviewed on a case by case basis.**

Lorain Metropolitan Housing Authority
Procedures for Interim Escrow Disbursements

The Family Self-Sufficiency (FSS) Program has been established to assist participants in the Section 8 and Public Housing programs achieve self-sufficiency. The FSS program affords a program participant an opportunity to seek and meet one's goals while establishing an escrow account through increased household earnings.

The rules and regulations governing the FSS program offers an opportunity for an FSS participant to request an interim disbursement from an established escrow account if there is a need. The need must be submitted in writing and should indicate a verifiable barrier which prevents the participant from achieving total self-sufficiency. Before applying for assistance through an FSS Program, the participant must provide verification that all local county assistance resources have been exhausted.

Vehicle Repairs

1. A disbursement may be requested for repairs to vehicles which are not normal wear and tear.
2. Only three (3) requests may be made through the participation on the FSS Program. These requests must not total more than the value of the vehicle.
3. An itemized estimate of repairs from the repair center must be submitted to the FSS Coordinator to include with the request of disbursement.
4. If approved, the disbursement will be made in the name of the FSS participant and the service center.

Vehicle Purchase

1. An FSS participant may request a maximum of $2500.00 toward the down payment of a vehicle.
2. The FSS participant must provide a copy of the proposed sales agreement.
3. If the vehicle is owned by a private owner, the FSS participant must secure from the owner the Vehicle Identification Number, the odometer reading, and a copy of the registration as proof of ownership.
4. The vehicle must not exceed accepted valuation as acknowledged by Kelly Blue Book which is commonly accepted by lending institutions.
5. If approved, the disbursement will be made in the names of the FSS participant and the auto dealer/vehicle owner.

Other

1. An FSS participant may request assistance for educational training and books with proper verification from the educational facility.
2. An FSS participant may request assistance for specialized clothing with proper verification from the educational facility and/or place of employment.
3. If approved the disbursement will be made in the names of the FSS participant and the interested party.
4. The FSS Coordinator may request the participant to purchase the needed items. Reimbursement will be made to the participant upon submission of a paid receipt.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
- [ ] a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- [ ] a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- [a] a. initial filing
- b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
- [ ] Prime
- [ ] Subawardee

Tier _____, *if known*:

Congressional District, *if known*: 4c

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:

U. S. Department of Housing & Urban Development

7. Federal Program Name/Description:

CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:

$

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Homer A. Virden
Print Name: Homer A. Virden
Title: Executive Director
Telephone No.: 440-288-1600 Date: 4/15/2008

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Standard Form LLL (Rev. 7-97)

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, *William Grace* the *Mayor of the City of Elyria* certify that the Five Year and Annual PHA Plan of the *Lorain Metropolitan Housing Authority* is consistent with the Consolidated Plan of *the City of Elyria* prepared pursuant to 24 CFR Part 91.

4-10-08

Signed / Dated by Appropriate State or Local Official

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the *Standard Annual, Standard 5-Year/Annual, and Streamlined 5-Year/Annual* PHA Plans

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the__standard Annual, __ standard 5-Year/Annual or xxstreamlined 5-Year/Annual PHA Plan for the PHA fiscal year beginning 7-1-08, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site based waiting lists:
· The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
· The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
· Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
· The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
· The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

Lorain Metropolitan Housing Auth. — PHA Name

OH012 — PHA Number/HA Code

___ Standard PHA Plan for Fiscal Year: 20__

___ Standard Five-Year PHA Plan for Fiscal Years 20__ - 20__, including Annual Plan for FY 20__

xx Streamlined Five-Year PHA Plan for Fiscal Years 2009- 2012, including Annual Plan for FY 2008

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Ettore Januzzi	LMHA Board of Commissioners Chairman
Signature X Ettore A Januzzi	Date April 16, 2008

form **HUD-50077** (04/30/2003)

RESIDENT ADVISORY BOARD

LORAIN METROPOLITAN HOUSING AUTHORITY

LAKEVIEW PLAZA - 310 W. 7th St., Lorain
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Louise Anderson - #807
Caroline Owens - #608
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Jim Peck #521
Mary Ann Martz #209

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Louise Kimber #209 – President
Linda Tony #511
Terry & Bruce Easterday #514

FAMILY FOCUS GROUP

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3038 Vine Ave.
Lorain, Ohio 44055

Kathy Antus
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Lorain, Ohio 44052

Rebecca Workman
2027 W. 19th Ct.
Lorain, Ohio 44052

OMB Approval No. 2577-0157 (Exp. 3/31/2010)

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Lorain Metropolitan Housing Authority

Program/Activity Receiving Federal Grant Funding

Capital Funds

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Homer A. Virden	Executive Director
Signature	**Date (mm/dd/yyyy)**
Homer A. Virden	04/15/2008