

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

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# PHA Plans

5 Year Plan for Fiscal Years 2008 - 2012

Annual Plan for Fiscal Year 2008

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN  
ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

## PHA Plan Agency Identification

**PHA Name** Fayette County Housing Authority

**PHA Number:** PA 015

**PHA Fiscal Year Beginning:** (7/2008)

**PHA Programs Administered:**

**Public Housing and Section 8**   
  **Section 8 Only**   
  **Public Housing Only**  
 Number of public housing units: 1,316   
 Number of S8 units:   
 Number of public housing units:  
 Number of Sec.8 units: 1,104

**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 (including attachments) are available for public inspection at: (select all that apply)

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

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

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

**5-YEAR PLAN**  
**PHA FISCAL YEARS 2008 - 2012**  
[24 CFR Part 903.5]

**A. Mission**

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

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: (state mission here)  
The mission of FCHA is to maintain, manage and develop affordable and safe assisted housing for residents of Fayette County, and to do so with a commitment to the highest Standard of customer service.

**B. Goals**

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

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

- PHA Goal: Expand the supply of assisted housing  
Objectives:
- Apply for additional rental vouchers:
  - Reduce public housing vacancies:
  - Leverage private or other public funds to create additional housing opportunities:
  - Acquire or build units or developments
  - Other (list below)  
The Fayette County Housing Authority has been awarded 184 Section 8 Relocation/Replacement Vouchers, and does not intend to apply for any additional Vouchers at this time.
- PHA Goal: Improve the quality of assisted housing  
Objectives:
- Improve public housing management: (PHAS score) 83
  - Improve voucher management: (SEMAP score) 76
  - Increase customer satisfaction:
  - Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)

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

. At Bierer Wood Acres, the Authority applied in 2007 for a HOPE VI grant to do 168 units. The Authority will use HOPE VI funds mixed with other mixed-income such as tax credits, DCED funds, and Capital funds. Also, the Authority is working with the Uniontown Hospital to do a land swap for out off-site component for the HOPE VI. The Housing Authority issued an RFP in 2007 for the services of a qualified energy services company so the Authority can begin utilizing HUD's energy performance contracting incentive to improve the energy efficiency of its dwelling units and to reduce utility costs associated with their operation. In March, the energy audit should be completed and requesting HUD approval.

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

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

- PHA Goal: Provide an improved living environment
  - Objectives:
    - Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
    - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
    - Implement public housing security improvements:
      - Installation of surveillance cameras at elderly high rise entrances.
    - Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
    - Other: (list below)
      - FCHA received approval from HUD for complete Elderly and Near Elderly Designation at 4 developments, and partial Elderly and Near Elderly Designation at 3 developments.

Flat rents were revised in December 2001 conforming to the current Market rents at the jurisdiction.  
Utility allowances are monitored and adjusted as necessary each year to reflect changing utility rates.

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

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

Objectives:

- Increase the number and percentage of employed persons in assisted families:
- Provide or attract supportive services to improve assistance recipients' employability:
- Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- Other: (list below)

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

PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

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

**Other PHA Goals and Objectives: (list below)**

**Annual PHA Plan**  
**PHA Fiscal Year 20**  
[24 CFR Part 903.7]

**i. Annual Plan Type:**

Select which type of Annual Plan the PHA will submit.

**Standard Plan**

**Troubled Agency Plan**

**ii. Executive Summary of the Annual PHA Plan**

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

**Fayette County Housing Authority is committed to provide housing in accordance to HUD's and all other applicable performance standards. FCHA has adopted and implemented all of the requirements of the Quality Housing and Work Responsibility Act.**

**iii. Annual Plan Table of Contents**

[24 CFR Part 903.7 9 (r)]

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

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**Attachments**

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

Required Attachments:

- Admissions Policy for Deconcentration
- FY 2008 Capital Fund Program Annual Statement (**attachment pa015a001**)
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)
- List of Resident Advisory Board Members
- List of Resident Board Member (**attachment pa015a021**)
- Community Service Description of Implementation (**attachment pa015a015**)
- Information on Pet Policy (**attachment pa015a017**)
- Section 8 Homeownership Capacity Statement, if applicable

We have 5 Section 8 Homeownership Vouchers, 4 of which have become homeowners, with 1 available

- Description of Homeownership Programs, if applicable

Optional Attachments:

- PHA Management Organizational Chart (**attachment pa015a022**)
- FY 2005 Capital Fund Program 5 Year Action Plan (**attachment pa015a002**)
- Public Housing Drug Elimination Program (PHDEP) Plan
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text) (**attachment pa015a020**)
- Other (List below, providing each attachment name)

- pa015a000 – Annual Plan**
- pa015a003 – P&E Report 2007**
- pa015a004 – P&E Report 2006**
- pa015a005 – P&E Report 2005**
- pa015a006 - P&E Report 2004**
- pa015a007 – RHF P&E Report 2002**
- pa015a008 - RHF P&E Report 2003**
- pa015a009 – RHF P&E Report 2004**
- pa015a010 – RHF P&E Report 2005**
- pa015a011 – RHF P&E Report 2006**
- pa015a012 - RPH P&E Report 2007 Increment #1 second tier**
- pa015a013 – RPH P&E Report 2007 Second Increment**
- pa015a014 – CFFP Budget**

**pa015a016 – Criteria for Substantial Deviations & Significant Amendments**  
**pa015a018 – Violence against Women Act**  
**pa015a019 – Attachment to Violence against Women Act**

**Supporting Documents Available for Review**

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

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the	Annual Plan: Rent

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Determination
X	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
X	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
X	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
N/A	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

# 1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

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

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

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	7167	5	3	5	5	5	5
Income >30% but <=50% of AMI	6778	2	2	2	2	5	2
Income >50% but <80% of AMI	7336	1	1	1	1	1	1
Elderly	3532	3	2	3	5	2	5
Families with Disabilities	556	3	2	3	5	2	5
Race/Ethnicity W	14,657	NA	NA	NA	NA	NA	NA
Race/Ethnicity B	5223						
Race/Ethnicity I	168						
Race/Ethnicity A	323						

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

- Consolidated Plan of the Jurisdiction/s  
Indicate year:
- U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset
- American Housing Survey data  
Indicate year:
- Other housing market study  
Indicate year:
- Other sources: (list and indicate year of information)

**In house data**

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

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

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/>	Section 8 tenant-based assistance		
<input checked="" type="checkbox"/>	Public Housing		
<input type="checkbox"/>	Combined Section 8 and Public Housing		
<input type="checkbox"/>	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	181		672
Extremely low income <=30% AMI	160	88.39	
Very low income (>30% but <=50% AMI)	15	8.28	
Low income (>50% but <80% AMI)	6	3.31	
Families with children	125	69.06	
Elderly families	12	6.62	
Families with Disabilities	5	2.76	
Race/ethnicity Black	32	17.67	
Race/ethnicity Indian Not specified	0	0	
Race/ethnicity Hispanic	1	0.55	
Race/ethnicity Non Hispanic	180	99.44	

<b>Housing Needs of Families on the Waiting List</b>			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	99	54.69	
2 BR	53	29.28	
3 BR	28	15.47	
4 BR	5	2.76	
5 BR	0	0	
5+ BR	0	0	
<p>Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>If yes:</p> <p>How long has it been closed (# of months)?</p> <p>Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p>			

<b>Housing Needs of Families on the Waiting List</b>			
<p>Waiting list type: (select one)</p> <p><input checked="" type="checkbox"/> Section 8 tenant-based assistance</p> <p><input type="checkbox"/> Public Housing</p> <p><input type="checkbox"/> Combined Section 8 and Public Housing</p> <p><input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)</p> <p>If used, identify which development/subjurisdiction:</p>			
	# of families	% of total families	Annual Turnover
Waiting list total	688		184
Extremely low income <=30% AMI	594	86.33	
Very low income (>30% but <=50% AMI)	93	13.51	
Low income (>50% but <80% AMI)	1	0.14	
Families with children	613	89.09	
Elderly families	75	10.90	
Families with Disabilities	0	0	
Race/ethnicity Black	110	15.98	

<b>Housing Needs of Families on the Waiting List</b>			
Race/ethnicity Indian Mixed	1	0.14	
Race/ethnicity Hispanic	7	1.01	
Race/ethnicity Non Hispanic	677	98.40	
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
<p>Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>If yes:</p> <p>How long has it been closed (# of months)?</p> <p>Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes</p>			

### **C. Strategy for Addressing Needs**

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

#### **(1) Strategies**

**Need: Shortage of affordable housing for all eligible populations**

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

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units

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

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

Select all that apply

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

The Fayette County Housing Authority has been awarded 184 Section 8 Relocation/Replacement Vouchers, and does not intend to apply for any additional Vouchers at this time.

**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)

Adopted flat rents at all locations to encourage employment and to retain Families that gain employment.

**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)

FCHA received approval for elderly designation in 2003.

**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)

Adopted Reasonable Accommodation Policy for Public Housing and Section 8.

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

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

Select if applicable

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

**Strategy 2: Conduct activities to affirmatively further fair housing**

Select all that apply

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

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

**(2) Reasons for Selecting Strategies**

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

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

**2. Statement of Financial Resources**

[24 CFR Part 903.7 9 (b)]

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

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
1. <b>Federal Grants (FY 2008 grants)</b>	2,000,000.00	Capital Improvements

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
a) Public Housing Operating Fund	4,300,000.00	PH Operations
b) Public Housing Capital Fund	3,907,094.00	Capital Improvements
c) Replacement Housing Factor	829,604.00	Development
d) LIHTC	8,824,000.00	Development
e) Dept. of Economic Development	500,000.00	Development
f) Annual Contributions for Section 8 Tenant-Based Assistance	4,215,535.00	Rental Assistance
g) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
h) Resident Opportunity and Self-Sufficiency Grants		
i) Community Development Block Grant		
j) HOME		
Other Federal Grants (list below)		
<b>FSS</b>	40,000.00	Sec.8
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
2006 Capital Funds	300,000.00	PH Capital Improvements
2007 Capital Funds	1,907,094.00	PH Capital Improvements
<b>3. Public Housing Dwelling Rental Income</b>		
<b>Dwelling Rent</b>	1,595,000.00	PH Operations
<b>4. Other income (list below)</b>		
Financial Income	112,000.00	PH Operations
<b>Miscellaneous Income</b>	9,000.00	PH Operations
<b>4. Non-federal sources (list below)</b>		
<b>State Housing</b>	70,000.00	Improvements
<b>Total resources</b>	24,402,233.00	

### **3. PHA Policies Governing Eligibility, Selection, and Admissions**

[24 CFR Part 903.7 9 (c)]

#### **A. Public Housing**

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

##### **(1) Eligibility**

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

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: (state time)
- Other: (describe)

At time of application and for a second time when they reach the top of the waiting list.

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

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

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

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

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

##### **(2)Waiting List Organization**

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

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

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

- PHA main administrative office

- PHA development site management office  
 Other (list below)

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

1. How many site-based waiting lists will the PHA operate in the coming year? **19**

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? **(19)**

3.  Yes  No: May families be on more than one list simultaneously?  
If yes, how many lists? **Three (3)**

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  
 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)

In all above according to our ACOP, since transfers have preference over new admissions.

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)
  1. Income Tiers

- 2. A residency preference is granted to applicants who live or work in the Fayette County Geographical area.
- 3. Victims of Federally Declared Disasters.
- 4. Victims of Domestic Violence (VAWA)

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:

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

Other preferences (select all that apply)

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

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) ( PHA Staff )

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

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

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

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

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

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

- Adoption of site based waiting lists  
If selected, list targeted developments below:
- Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments  
If selected, list targeted developments below:
- Employing new admission preferences at targeted developments  
If selected, list targeted developments below:
- Other (list policies and developments targeted below)  
Income Tiers

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

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

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

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

## B. Section 8

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

### (1) Eligibility

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

- Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors below)
- Other (list below)

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) Previous Landlord and address.

**(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: After review of justification, if the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant two (2) thirty-day extensions, giving a total of 120 days.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time or longer if required as a documented reasonable accommodation with HUD approval.

**(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

Former Federal preferences

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

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)
  1. A residency preference is granted to applicants who live in the Fayette County geographical area.
  2. Victims of Federally Declared Disasters.
  3. Victims of Domestic Violence. (VAWA)

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

Date and Time

Former Federal preferences

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

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)
  1. Victims of Federally Declared Disasters.
  2. A residency preference is granted to applicants who live in the Fayette County geographical area.

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)

#### **4. PHA Rent Determination Policies**

[24 CFR Part 903.7 9 (d)]

##### **A. Public Housing**

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

##### **(1) Income Based Rent Policies**

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

a. Use of discretionary policies: (select one)

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

---or---

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

b. Minimum Rent

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

- \$0
- \$1-\$25

\$26-\$50

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

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

The Minimum rent shall be \$50 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would include but not be limited to the following:

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

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

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

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

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

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

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

- Yes for all developments  
 Yes but only for some developments  
 No

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

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

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

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

f. Rent re-determinations:

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

- Never  
 At family option  
 Any time the family experiences an income increase

- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)\_\_\_\_\_
- Other (list below) Decrease in income/decrease in rent or change in employer.

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

**(2) Flat Rents**

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

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

**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 below 100% 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)  
Housing Authority can pay up to 120% of FMR for reasonable accommodations necessary and completed by landlord. This is approved on a case basis.

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)

FCHA will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. Also, the housing Authority has adopted a payment standard of up to 120% for reasonable accommodations necessary and completed by the landlord. This will be done on a case by case basis.

## **(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 FCHA has set the minimum rent at \$50.00. However, if the family requests a hardship exemption, the FCHA will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the FCHA can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

## **5. Operations and Management**

[24 CFR Part 903.7 9 (e)]

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

### **A. PHA Management Structure**

Describe the PHA's management structure and organization.

(select one)

- An organization chart showing the PHA's management structure and organization is attached.
- A brief description of the management structure and organization of the PHA follows:

### **B. HUD Programs Under PHA Management**

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

<b>Program Name</b>	<b>Units or Families Served at Year Beginning</b>	<b>Expected Turnover</b>
Public Housing	1323	150
Section 8 Vouchers	1,080*	100
Section 8 Certificates	N/A	N/A
Section 8 Mod Rehab	4	2
Special Purpose Section 8 Certificates/Vouchers (list individually)	18	12
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		
FSS	59	32

**Actual Section 8 Vouchers 1080 but budgetary limitations allow the authority to only lease 940 vouchers.**

### **C. Management and Maintenance Policies**

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public

housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

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

- Admission and Continued Occupancy Policy (ACOP)
- Admission & Occupancy Procedures
- Accounting Method Policy
- Board By-Laws and Housing Authority Law
- Capitalization Policy
- Cash Collection Policy
- Cost Allocation Methodology
- Defiant Trespass Procedure
- Computer Use Policy
- Emergency Housing Policy
- Fact Sheet
- Residential Lease
- Harassment Policy
- Inspection & Copying of Public Records
- Insurance Procurement Policy
- Investment Policy
- One Strike You're Out Policy
- Maintenance Procedure
- On Call Maintenance Procedure
- Maintenance/Preventive Maintenance Plan
- Grievance Policy
- Pest Eradication Policy
- Facilities Use Procedures
- House Rules
- Crime Policy & Procedure
- Pet Policy
- Rent Collection

(2) Section 8 Management: (list below)

- Section 8 Administrative Plan
- Related HUD Forms (request for Tenancy, etc.)
- HQS Guidebook and Checklist
- Inspections Procedures

(3) FCHA Management

- Drug & Alcohol Policy
- Procurement Policy
- Disposition Policy
- Hazardous Materials
- EEO
- Violence Against Women Act Policy

## **6. PHA Grievance Procedures**

[24 CFR Part 903.7 9 (f)]

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

### **A. Public Housing**

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

If yes, list additions to federal requirements below:

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

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

### **B. Section 8 Tenant-Based Assistance**

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

If yes, list additions to federal requirements below:

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

- PHA main administrative office  
 Other (list below)

## **7. Capital Improvement Needs**

[24 CFR Part 903.7 9 (g)]

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

### **A. Capital Fund Activities**

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

**(1) Capital Fund Program Annual Statement**

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA’s option, by completing and attaching a properly updated HUD-52837.

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name) **pa015a001**

-or-

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

**(2) Optional 5-Year Action Plan**

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

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

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment **pa015a002**

-or-

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

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

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

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

1. Development name:
2. Development (project) number:
3. 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

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

Yes  No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?  
If yes, list developments or activities below:  
Lemon Wood Acres (9% LIHTC)  
FCHA and developer partner will apply  
Bierer Wood Acres (HOPE VI)

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

## **8. Demolition and Disposition**

[24 CFR Part 903.7 9 (h)]

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

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

### 2. Activity Description

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

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	Bierer Wood Acres
1b. Development (project) number:	PA 15-1
2. Activity type:	Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	<u>5/2008</u>
5. Number of units affected:	86
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: 8/30/07 b. Projected end date of activity: 8/30/09

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	Lemon Wood Acres
1b. Development (project) number:	PA 15-4
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	
5. Number of units affected:	0 units
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: 1/12/08 b. Projected end date of activity: 6/15/09

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	
1b. Development (project) number:	
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/>

Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission:
5. Number of units affected: 0 units
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: b. Projected end date of activity:
<b>Demolition/Disposition Activity Description</b>
1a. Development name: South Hill Terrace 1b. Development (project) number: PA 15-5
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 11/2007
5. Number of units affected: 55 units
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 5/15/08 b. Projected end date of activity: 11/15/08

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

[24 CFR Part 903.7 9 (i)]

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

1.  Yes  No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description

for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

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

<b>Designation of Public Housing Activity Description</b>	
1a. Development name: Mulligan Manor	
1b. Development (project) number: PA 15-11	
2. Designation type:	
Occupancy by only the elderly <input checked="" type="checkbox"/>	
Occupancy by families with disabilities <input type="checkbox"/>	
Occupancy by only elderly families and families with disabilities <input type="checkbox"/>	
3. Application status (select one)	
Approved; included in the PHA’s Designation Plan <input checked="" type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date this designation approved, submitted, or planned for submission: 12/23/03	
5. If approved, will this designation constitute a (select one)	
<input checked="" type="checkbox"/> New Designation Plan	
<input type="checkbox"/> Revision of a previously-approved Designation Plan?	
6. Number of units affected: 65	
7. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input checked="" type="checkbox"/> Total development	

<b>Designation of Public Housing Activity Description</b>	
1a. Development name: White Swan Apartments	
1b. Development (project) number: PA 15-12	
2. Designation type:	
Occupancy by only the elderly <input checked="" type="checkbox"/>	
Occupancy by families with disabilities <input type="checkbox"/>	
Occupancy by only elderly families and families with disabilities <input type="checkbox"/>	
3. Application status (select one)	
Approved; included in the PHA’s Designation Plan <input checked="" type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date this designation approved, submitted, or planned for submission: 12/23/03	
5. If approved, will this designation constitute a (select one)	
<input checked="" type="checkbox"/> New Designation Plan	

<input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 78
7. Coverage of action (select one)
<input type="checkbox"/> Part of the development
<input checked="" type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>
1a. Development name: Marshall Manor
1b. Development (project) number: PA 15-13
2. Designation type:
Occupancy by only the elderly <input checked="" type="checkbox"/>
Occupancy by families with disabilities <input type="checkbox"/>
Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one)
Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/>
Submitted, pending approval <input type="checkbox"/>
Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: 12/23/03
5. If approved, will this designation constitute a (select one)
<input checked="" type="checkbox"/> New Designation Plan
<input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 100
7. Coverage of action (select one)
<input type="checkbox"/> Part of the development
<input checked="" type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>
1a. Development name: Belle Vernon Apartments
1b. Development (project) number: PA 15-16
2. Designation type:
Occupancy by only the elderly <input checked="" type="checkbox"/>
Occupancy by families with disabilities <input type="checkbox"/>
Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one)
Approved; included in the PHA's Designation Plan <input type="checkbox"/>
Submitted, pending approval <input checked="" type="checkbox"/>
Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: 12/23/03
5. If approved, will this designation constitute a (select one)
<input checked="" type="checkbox"/> New Designation Plan
<input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 150
7. Coverage of action (select one)

<input type="checkbox"/> Part of the development
<input checked="" type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>
1a. Development name: South Hill Terrace 1b. Development (project) number: PA 15-5
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: 12/23/03
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 18 7. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>
1a. Development name: Snowden Terrace 1b. Development (project) number: PA 15-9
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: 12/23/03
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 5 7. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>
1a. Development name: East View Terrace 1b. Development (project) number: PA 15-10
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: 12/23/03
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 12 7. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>
1a. Development name: Clarence Hess Terrace 1b. Development (project) number: PA 15-15
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: 12/23/03
5. If approved, will this designation constitute a (select one) <input checked="" type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 11 7. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development

## **10. Conversion of Public Housing to Tenant-Based Assistance**

[24 CFR Part 903.7 9 (j)]

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

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

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

As required by HUD’s June 22, 2001 final Rule: Voluntary Conversion of Developments from Public Housing Stock; Required Initial Assessments, FCHA conducted an initial assessment for each of its 17 family developments to determine the viability of conversion. In its assessment, FCHA considered the implications of converting the public housing units to tenant-based assistance and concluded that the conversion is not viable because the conversion would be inappropriate because removal of the development would not meet the necessary conditions for voluntary conversion. The assessment also concluded that Fayette County does not have enough affordable housing that meets HQS requirements making inappropriate the conversion. FCHA’s conducted the required initial assessment in 17 family developments; four elderly developments were not subject to the initial assessment.

2. Activity Description

- Yes  No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 11. If “No”, complete the Activity Description table below.

<b>Conversion of Public Housing Activity Description</b>	
1a. Development name:	
1b. Development (project) number:	
2. What is the status of the required assessment?	
<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)	
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	
4. Status of Conversion Plan (select the statement that best describes the current status)	

<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
<p>5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)</p> <input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: ) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: ) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: ) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

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

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

**11. Homeownership Programs Administered by the PHA**

[24 CFR Part 903.7 9 (k)]

**A. Public Housing**

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

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

**PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

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

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>	
1a. Development name:	
1b. Development (project) number:	
2. Federal Program authority:	
<input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)	
3. Application status: (select one)	
<input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application	
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)	
5. Number of units affected:	
6. Coverage of action: (select one)	
<input type="checkbox"/> Part of the development <input type="checkbox"/> Total development	

**B. Section 8 Tenant Based Assistance**

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

2. Program Description:

a. Size of Program

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

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

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

The FCHA plans to designate 5 additional Vouchers to Sec. 8 Vouchers.

b. PHA-established eligibility criteria

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

If yes, list criteria below:

## **12. PHA Community Service and Self-sufficiency Programs**

[24 CFR Part 903.7 9 (1)]

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

### **A. PHA Coordination with the Welfare (TANF) Agency**

1. Cooperative agreements:

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

If yes, what was the date that agreement was signed? DD/MM/YY

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

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

### **B. Services and programs offered to residents and participants**

**(1) General**

a. Self-Sufficiency Policies

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

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

b. Economic and Social self-sufficiency programs

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

<b>Services and Programs</b>				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
<i>Resident Owned Business/PH resident owned business for painting and ground work</i>	<i>10</i>	<i>Specific Criteria</i>	<i>FCHA Programs Dept.</i>	<i>Public Housing</i>


**(2) Family Self Sufficiency program/s**

a. Participation Description

<b>Family Self Sufficiency (FSS) Participation</b>		
Program	Required Number of Participants (start of FY 2007 Estimate)	Actual Number of Participants (As of: 03/01/07)
Public Housing	7	7
Section 8	48	44

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

**C. Welfare Benefit Reductions**

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

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

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

### **13. PHA Safety and Crime Prevention Measures**

[24 CFR Part 903.7 9 (m)]

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

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

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

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

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

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

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

Bierer Wood Acres, Crossland, , East View Terrace, White Swan Apartments, Marshall Manor, Sembower Terrace, and Scattered Sites.

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

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

- Contracting with outside and/or resident organizations for the provision of crime-and/or drug-prevention activities
  - Crime Prevention Through Environmental Design
  - Activities targeted to at-risk youth, adults, or seniors
  - Volunteer Resident Patrol/Block Watchers Program
  - Other (describe below)  
Demolition and Conversion
2. Which developments are most affected? (list below)  
Bierer Wood Acres, Crossland, East View Terrace, White Swan Apts, Marshall Manor, Sembower Terrace, and Scattered Sites.

**C. Coordination between PHA and the police**

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

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

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

**Biererwood Acres, Crossland, East View Terrace, White Swan Apt's, Marshall Manor, Sembower Terrace, and Scattered Sites.**

**D. Additional information as required by PHDEP/PHDEP Plan**

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

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

**14. RESERVED FOR PET POLICY**

[24 CFR Part 903.7 9 (n)]

FCHA is submitted its Pet Policy as Attachment **pa015a014**

**15. Civil Rights Certifications**

[24 CFR Part 903.7 9 (o)]

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

**16. Fiscal Audit**

[24 CFR Part 903.7 9 (p)]

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

**17. PHA Asset Management**

[24 CFR Part 903.7 9 (q)]

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

- 1.  Yes  No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
- 2. What types of asset management activities will the PHA undertake? (select all that apply)
  - Not applicable
  - Private management
  - Development-based accounting
  - Comprehensive stock assessment
  - Other: (list below)

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

## **18. Other Information**

[24 CFR Part 903.7 9 (r)]

### **A. Resident Advisory Board Recommendations**

1.  Yes  No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
- Attached at Attachment: **pa015a015**
- Provided below:
3. In what manner did the PHA address those comments? (select all that apply)
- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments  
List changes below:
- Other: (list below)

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

1.  Yes  No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2.  Yes  No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)  
Nancy Sutton, Resident on the Board appointed by Fayette County Board of Commissioners

#### 3. Description of Resident Election Process

- a. Nomination of candidates for place on the ballot: (select all that apply)
- Candidates were nominated by resident and assisted family organizations
- Candidates could be nominated by any adult recipient of PHA assistance
- Self-nomination: Candidates registered with the PHA and requested a place on ballot

Other: (describe)

b. Eligible candidates: (select one)

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

c. Eligible voters: (select all that apply)

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

### **C. Statement of Consistency with the Consolidated Plan**

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

1. Consolidated Plan jurisdiction: (provide name here)

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

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

Other: (list below)

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

### **D. Other Information Required by HUD**

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

## Attachments

Use this section to provide any additional attachments referenced in the Plans.

- pa015a000 – Annual Plan
- pa015a001 – FY 2008 Capital Fund Program Annual Statement
- pa015a002 – FY 2008 – 2012 Capital Fund Program 5 Year Action Plan
- pa015a003 – P&E Report 2007
- pa015a004 – P&E Report 2006
- pa015a005 – P&E Report 2005
- pa015a006 – P&E Report 2004
- pa015a007 – RHF P&E Report 2002
- pa015a008 – RHF P&E Report 2003
- pa015a009 – RHF P&E Report 2004
- pa015a010 – RHF P&E Report 2005
- pa015a011 – RHF P&E Report 2006
- pa015a012 - RHF P&E Report 2007 Increment #1 second tier
- pa015a013 - RHF P&E Report 2007 Increment #2
- pa015a014 - CFFP Budget
- pa015a015 - Community Service/Self Sufficiency Policy
- pa015a016 - Criteria for Substantial Deviations & Significant Amendments
- pa015a017 – Pet Policy
- pa015a018 – Violence against Women Act Policy
- pa015a019 – Attachment to Violence against Women Act Policy
- pa015a020 – RAB Board Meeting
- pa015a021 – RAB Board
- pa015a022 – Org. Chart

### **PHA Plan Table Library**

#### **Component 7 Capital Fund Program Annual Statement Parts I, II, and II**

##### **Annual Statement**

##### **Capital Fund Program (CFP) Part I: Summary**

Capital Fund Grant Number      FFY of Grant Approval: (MM/YYYY)

Original Annual Statement

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Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP 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	1498 Mod Used for Development	
19	1502 Contingency	
20	<b>Amount of Annual Grant (Sum of lines 2-19)</b>	
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

**Annual Statement**

**Capital Fund Program (CFP) Part II: Supporting Table**

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost

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**Annual Statement**

**Capital Fund Program (CFP) Part III: Implementation Schedule**

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)

## Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
<b>Total estimated cost over next 5 years</b>				



## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550108 Replacement Housing Factor Grant No:			Federal FY of Grant: 2008
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement 1 <input type="checkbox"/> Performance and Evaluation Report for Period Ending <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	69,600.00			
3	1408 Management Improvements	94,600.00			
4	1410 Administration	200,000.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	314,200.00			
8	1440 Site Acquisition				
9	1450 Site Improvement	38,000.00			
10	1460 Dwelling Structures	1,110,306.00			
11	1465.1 Dwelling Equipment—Nonexpendable	5,000.00			
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	20,000.00			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	10,000.00			
18	1499. Development Activities	47,037.00			
19	1501. Collaterization or Debt Service				

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

PHA Name: Fayette County Housing Authority	Grant Type and Number Capital Fund Program Grant No: PA28P01550108 Replacement Housing Factor Grant No:	Federal FY of Grant: 2008
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Original Annual Statement  Reserve for Disasters/  
 Performance and Evaluation Report for Period Ending  Final Performance and Evaluation Report  
 Emergencies  Revised Annual Statement 1

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	Amount of Annual Grant: (sum of lines 2 – 20)	1,908,743.00			
21	Amount of line 21 Related to LBP Activities				
22	Amount of line 21 Related to Section 504 compliance	364,984.00			
23	Amount of Line 21 Related to Security	69,000.00			
24	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550108 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	
PA 15-1 Bierer Wood Acres	Development Activities	1499		47,037.00				
PA 15-2 Crossland Place	504 Upgrades – Demo of 2-2 story units and community bldg, and rebuild 1-1BR and 1-4 BR handicap unit.							From 2007
	1. Demo Work	1460	2 Units	22,000.00				
	2. Masonry-brick/block/footings	1460	2 Units	30,000.00				
	3. Framing	1460	2 Units	20,000.00				
	4. Roofing & metals	1460	2 Units	20,000.00				
	5. Interior – drywall, paint, trim, flooring and shelving	1460	2 Units	21,394.00				
	6. Kitchens	1460	2 Units	20,000.00				
	7. Bathrooms	1460	2 Units	8,000.00				
	8. Electrical Upgrades	1460	2 Units	25,000.00				
	9. Plumbing Upgrades	1460	2 Units	20,000.00				
	10. HVAC	1460	2 Units	19,000.00				
	11. Concrete/paving/railings	1460	2 Units	20,000.00				
	12. Landscape/Drainage	1450	L.S.	25,000.00				

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550108 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	
PA 15-15, Clarence Hess	504 Upgrades on 3 Units							
	1. Kitchens	1460	3 Units	21,000.00				From 2007
	2. Bathrooms	1460	3 Units	15,000.00				
	3. Interior finishes-doors, flooring, paint	1460	3 Units	30,000.00				
	4. Roofs	1460	3 Units	15,000.00				
	5. Electric Upgrades	1460	3 Units	20,000.00				
	6. Plumbing Upgrades	1460	3 Units	20,000.00				
	7. Concrete, paving, railing	1460	3 Units	18,000.00				
	8. Landscape & Drainage	1450	S.W.	13,000.00				
P15-16 Belle Vernon Apt's	1. Replace Windows	1460	150 units	150,000.00				
Pa 15-11 Mulligan Manor	1. Replace HVAC Units in all units	1460	65 units	126,769.00.				
PA 15-13 White Swan	1. Replace HVAC Units in all units	1460	80 units	190,000.00				
Pa. 15-8 Marion Villa	1. Sewage tap in Fees	1460	80 units	170,400.00				
Pa. 15-21 Outcrop 1	1. Replace sewage treatment plant from Marion Villa to Outcrop 1	1460	S.W.	108,743.00				

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550108 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	
Operations	Amp-1	1406		69,600.00				
Mgmt. Improve	Amps.1-5							
	1.Travel/Training	1408		15,000.00				
	2. Security Amps 1-5	1408		69,600.00				
	Computer Software Amps.1&5	1408		10,000.00				
Administration	1. Central Office Cost	1410		200,000.00				
Fees & Costs	1. Architectural & Engineering	1430		100,000.00				
	2. Financial Consultants	1430		30,000.00				
	3. Legal Fees	1430		30,000.00				
	4. Advertisement	1430		5,000.00				
	5. Applications/ Planning Services	1430		10,000.00				
	6. Construction Inspectors	1430		139,200.00				
Dwelling Equip.	1. Appliances	1465		5,000.00				
Non Dwel. Equip.	1. Computer Hardware	1475		10,000.00				
	2. Office Equip.	1475		5,000.00				
	3. Tractor	1475		5,000.00				
HA-Wide	1. Relocation	1495		10,000.00				

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

PHA Name: Fayette County Housing Authority	<b>Grant Type and Number</b> Capital Fund Program No: PA28P01550108 Replacement Housing Factor No:	Federal FY of Grant: 2008
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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	
PA 15-1 Biererwood Acres	7/01/10			7/01/12			
PA 15-2 Crossland Place	7/01/10			7/01/12			
PA 15-11 Mulligan Manor	7/01/10			7/01/12			
PA 15-13 White Swan	7/01/10			7/01/12			
PA 15-15 Clarence Hess	7/01/10			7/01/12			
Pa 15-16 Belle Vernon	7/01/10			7/01/12			
PA 15-8 Marion Villa	7/01/10			7/01/12			
PA 15-21 Outcrop 1	7/01/10			7/01/12			
HA-Wide	7/01/10			7/01/12			



# Capital Fund Program Five-Year Action Plan

## Part I: Summary

PHA Name Fayette County Housing Authority		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No: 1			
Development Number/Name/HA- Wide	Year 1	Work Statement for Year 2 FFY Grant: 2009 PHA FY: 7/01/9	Work Statement for Year 3 FFY Grant: 2010 PHA FY: 7/01/10	Work Statement for Year 4 FFY Grant: 2011 PHA FY: 7/01/11	Work Statement for Year 5 FFY Grant: 2012 PHA FY: 7/01/12
Admin. Building				490,000	
Pa. 15-1 Bierewood		200,000			
PA.15-2 Crossland				80,000	
PA.15-5 South Hills		250,000			
PA.15-6 Fort Mason		430,000			
PA.15-11 Mulligan Manor			250,000		440,000
PA.15-12 White Swan			420,000		
PA.15-13 Marshall Manor			250,000		
PA.15-16 Belle Vernon		390,000	670,000		
PA.15-17 Sembower Terrace		150,000		1,000,000	
PA.15-24 Lemont Heights		150,000			1,160,000
HA-Wide		430,000	410,000	430,000	400,000
CFP Funds Listed for 5-year planning		2,000,000	2,000,000	2,000,000	2,000,000
Replacement Housing Factor Funds		582,190	582,190	582,190	582,190

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

Activities for Year 1	Activities for Year : <u>2</u> FFY Grant: 2009 PHA FY: 7/1/09			Activities for Year: <u>3</u> FFY Grant: 2010 PHA FY: 7/01/10		
	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
	PA.15-1 Biererwood	Development activities	200,000			
See	PA. 15-5 South Hills Terrace	504 Upgrades 3 units	200,000	PA. 15-12 White Swan Apts.	504 Upgrades 4Units	200,000
Annual		Site work	50,000			
Statement	PA. 15-6 Fort Mason Village	504 Upgrades 5 units	400,000		Replace Windows	220,000
		Site work	30,000	PA.15-16 Belle Vernon Apts.	Replace HVAC units 150 Units	200,000
	PA. 15-17 Sembower Terrace	504 Upgrades 2 units	150,000		Replace Windows	410,000
	PA.15-24 Lemont Heights	504 Upgrades 2 units	150,000.		Replace roof top heating units	60,000
	Pa. 15-16 Belle Vernon Apts.	Replace Main Roof	390,000			
				Pa. 15-13 Marshall Manor	Replace Windows	250,000
				Pa.15-11 Mulligan Manor	Replace Main roof	250,000
			Continued			Continued

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

Activities for Year 1	Activities for Year : <u>2</u> FFY Grant: 2009 PHA FY: 7/01/09			Activities for Year: <u>3</u> FFY Grant: 2010 PHA FY: 7/01/10		
	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
See						
Annual Statement	Site Wide			Site Wide		
	Mgmt. Improvements	Amps 1-5		Mgmt. Improvements	Amps 1-5	
		Travel/Training	15,000		Travel/Training	15,000
		Computer Software	10,000		Computer Software	5,000
		Application/Planning Services	20,000		Applicapion/ Planning Services	20,000
	Administration	Mod. Salary/Benefits	200,000	Administration	Mod. Sallery/Benifits	200,000
	Fees and Costs	A&E Services	100,000			
		Financial Consultants	20,000	Fees and Cost	A&E Services	70,000
		Mod. Legal Costs	15,000		Financial Consultants	30,000
	Non-Dwelling Equip.	Computer Hardware	10,000		Mod. Legal Cost	15,000
		Office Equip	10,000	Non Dwelling Equip.	Office Equip.	10,000
	Dwelling Equip.	Appliances	20,000		Computer Hardware	10,000
				Dwelling Equip.	Appliances	20,000
	HA. Wide	Relocation	10,000			
				HA. Wide	Relocation	10,000
		<b>Total CFP Estimated Cost</b>	2,000,000			2,000,000

**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: 7/01/11			Activities for Year: _5__ FFY Grant: 2012 PHA FY: 7/01/12		
	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
See	Administration Building	504 Upgrades	380,000	PA. 15-11 Mulligan Manor	Replace Siding	325,000
Annual		Electrical upgrades	50,000		Concrete/Paving	40,000
		Plumbing upgrades	30,000		Replace Trash compactor	20,000
Statement		Parking	30,000		Replace Carpet in all common areas	40,000
	PA. 15-2 Crossland Place	Replace Roof s	50,000		Replace Door entry system	15,000
		Replace Windows	30,000	PA.15-24 Lemont Heights	Rehab of all 24 units	1,160,000
	PA.15-17 Sembower Terrace	Rehab of 32 units	1,000,000		Roofs, Siding ,Windows Doors, Flooring	
		Roofs			Kitchens ,Bathrooms	
		Electrical			HVAC,Landscape	
		Plumbing				
		Hvac				
		Kitchens				
		Bathrooms				
		Landscape/Drainage				
		Doors/Windows				

**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: 7/01/11			Activities for Year: _5_ FFY Grant: 2012 PHA FY: 7/01/12		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See						
Annual						
Statement	Management Imp.	Amps 1-5		Management Imp.	Amps 1-5	
		Training/Travel	15,000		Travel/Training	15,000
		Computer Software	10,000		Computer Software	10,000
		Application/Planning Services	15,000		Application/Planning Services	25,000
	Administration	Mod. Salary/Benefits	200,000	Administration	Mod. Salary/ Benefits	200,000
	Fees and Costs	Mod. Legal Costs	20,000	Fees and Cost	A&E services	80,000
		A&E Services	100,000		Mod Legal Cost	10,000
	Dwelling Equip.	Appliances	20,000	Dwelling Equip.	Appliances	20,000
	Non-Dwelling Equip.	Computer Hardware	20,000	Non-Dwelling Equip.	Computer Hardware	10,000
		Office Equip.	10,000		Office Equip.	10,000
	HA. Wide	Relocation	20,000	HA.Wide	Relocation	20,000
		<b>Total CFP Estimated Cost</b>	2,000,000			2,000,000



## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: Fayette County Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: PA28P01550107 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2007
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/07 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	140,000.00	30,000.00	0.00	0.00
4	1410 Administration	190,700.00	190,700.00	0.00	0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	100,000.00	297,394.00	0.00	0.00
8	1440 Site Acquisition				
9	1450 Site Improvement	38,000.00	0.00	0.00	0.00
10	1460 Dwelling Structures	494,394.00	130,000.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable	10,000.00	10,000.00	0.00	0.00
12	1470 Nondwelling Structures	59,000.00	459,000.00	0.00	0.00
13	1475 Nondwelling Equipment	35,000.00	50,000.00	0.00	0.00
14	1485 Demolition	0.00	50,000.00		
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	10,000.00	10,000.00	0.00	0.00
18	1499 Development Activities	830,000.00	680,000.00	0.00	0.00
19	1501 Collateralization or Debt Service				

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

PHA Name:Fayette County Housing Authority	Grant Type and Number Capital Fund Program Grant No: PA28P01550107 Replacement Housing Factor Grant No:	Federal FY of Grant: 2007
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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 No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	1,907,094.00	1,907,094.00	0.00	0.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	591,394.00	189,000.00	0.00	0.00
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550107 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	
PA 15-1, Bierer Wood Acres	Development Activities	1499	165	354,163.00	204,163.00	0.00	0.00	
Laurel Estates	Loan of Capital Fund to separate entity for infrastructure	1499	Site Wide	475,837.00	475,837.00	0.00	0.00	
PA 15-2, Crossland Place	504 Upgrades – Demo of 2-2 story units and community bldg, and rebuild 1-1BR and 1-4BR handicap unit.							
	1. Demo Work	1460	2 Units	22,000.00	0.00	0.00	0.00	In 2008
	2. Masonry-brick/block/footings	1460	2 Units	30,000.00	0.00	0.00	0.00	
	3. Framing	1460	2 Units	20,000.00	0.00	0.00	0.00	
	4. Roofing & metals	1460	2 Units	20,000.00	0.00	0.00	0.00	
	5. Interior –drywall, paint, trim, flooring and shelving	1460	2 Units	21,394.00	0.00	0.00	0.00	
	6. Kitchens	1460	2 Units	20,000.00	0.00	0.00	0.00	
	7. Bathrooms	1460	2 Units	8,000.00	0.00	0.00	0.00	
	8. Electrical upgrades	1460	2 Units	25,000.00	0.00	0.00	0.00	
	9. Plumbing upgrades	1460	2 Units	20,000.00	0.00	0.00	0.00	
	10. HVAC	1460	2 Units	19,000.00	0.00	0.00	0.00	
	11. Concrete/paving/railings	1460	2 Units	20,000.00	0.00	0.00	0.00	
	12. Landscape/drainage	1450	L.S.	25,000.00	0.00	0.00	0.00	

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550107 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	
PA 15-11, Mulligan Manor	504 Upgrades on 4 Units							
	1. Kitchens	1460	4 Units	16,000.00	16,000.00	0.00	0.00	
	2. Bathrooms	1460	4 Units	12,000.00	12,000.00	0.00	0.00	
	3. Electrical Upgrades	1460	4 Units	8,000.00	8,000.00	0.00	0.00	
	4. Plumbing Upgrades	1460	4 Units	10,000.00	10,000.00	0.00	0.00	
	5. Community Room	1470	1	8,000.00	8,000.00	0.00	0.00	
	6. Manager's Office	1470	1	8,000.00	8,000.00	0.00	0.00	
	7. Common Areas	1470	L.S.	4,000.00	4,000.00	0.00	0.00	
PA 15-12, White Swan Apts.	1. Replace water service	1470	L.S.	0.00	200,000.00	0.00	0.00	From 2006
	2. Replace sprinkler/fire/security system	1470	L.S.	0.00	200,000.00	0.00	0.00	
	3. Trash Compactor	1475	L.S.	0.00	15,000.00	0.00	0.00	
PA 15-13, Marshall Manor	504 Upgrades on 6 Units							
	1. Kitchens	1460	6 Units	24,000.00	24,000.00	0.00	0.00	
	2. Bathrooms	1460	6 Units	22,000.00	22,000.00	0.00	0.00	
	3. Electric Upgrades	1460	6 Units	16,000.00	16,000.00	0.00	0.00	

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

PHA Name: Fayette County Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: PA28P01550107 Replacement Housing Factor Grant No:				<b>Federal FY of Grant:</b> 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	
PA15-13, Marshall Continue	4. Plumbing Upgrades	1460	6 Units	22,000.00	22,000.00	0.00	0.00	
	5. Community Room	1470	1	2,000.00	2,000.00	0.00	0.00	
	6. Common Area Bathrooms	1470	L.S.	10,000.00	10,000.00	0.00	0.00	
	7. Nurse Call	1470	1	12,000.00	12,000.00	0.00	0.00	
	8. Handrails in Hallways	1470	L.S.	15,000.00	15,000.00	0.00	0.00	
PA 15-15, Clarence Hess	504 Upgrades on 3 Units							
	1. Kitchens	1460	3 Units	21,000.00	0.00	0.00	0.00	In 2008
	2. Bathrooms	1460	3 Units	15,000.00	0.00	0.00	0.00	
	3. Interior finishes-doors, flooring, paint	1460	3 Units	30,000.00	0.00	0.00	0.00	
	4. Roofs	1460	3 Units	15,000.00	0.00	0.00	0.00	
	5. Electric Upgrades	1460	3 Units	20,000.00	0.00	0.00	0.00	
	6. Plumbing Upgrades	1460	3 Units	20,000.00	0.00	0.00	0.00	
	7. Concrete, paving, railing	1460	3 Units	18,000.00	0.00	0.00	0.00	
	8. Landscape & Drainage	1450	L.S.	13,000.00	0.00	0.00	0.00	
PA 15-5, South Hill Terrace	1. Demolition of 55 Units	1485	55	0.00	50,000.00	0.00	0.00	

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550107 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	
Mgmt. Improve.	1. Staff Training/Travel AMP 1-5	1408	L.S.	20,000.00	20,000.00	0.00	0.00	
	2. Resident Initiatives	1408	L.S.	110,000.00	0.00	0.00	0.00	
	3. Computer Software	1408	L.S.	10,000.00	10,000.00			
Administration	1. Central Office Cost	1410	L.S.	190,700.00	190,700.00	0.00	0.00	
Fees & Costs	1. Architectural & Engineering	1430	L.S.	30,000.00	30,000.00	0.00	0.00	
	2. Financial Consultants AMP 1-5	1430	L.S.	30,000.00	30,000.00	0.00	0.00	
	3. Legal Fees	1430	L.S.	20,000.00	20,000.00	0.00	0.00	
	4. Advertisements	1430	L.S.	5,000.00	5,000.00	0.00	0.00	
	5. Applications/Planning Services/Consultants AMP 1-5	1430	L.S.	10,000.00	10,000.00	0.00	0.00	
	6. Development Coordinator	1430	L.S.	5,000.00	0.00	0.00	0.00	
	7. Construction Inspector	1430	L.S.	0.00	202,394.00	0.00	0.00	
Dwelling Equip.	1. Appliances	1465	L.S.	10,000.00	10,000.00	0.00	0.00	
Non-Dwelling Equip.	1. Computer Hardware	1475	L.S.	10,000.00	10,000.00	0.00	0.00	
	2. Office Equipment	1475	L.S.	5,000.00	5,000.00	0.00	0.00	
	3. Vehicle	1475	1	20,000.00	20,000.00	0.00	0.00	

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Fayette County Housing Authority			Grant Type and Number Capital Fund Program Grant No: PA28P01550107 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	
HA-Wide	1. Relocation	1495	L.S.	10,000.00	10,000.00	0.00	0.00	

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program No: PA28P01550107 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	
PA 15-1, Bierer Wood	9/13/09			9/12/10			
PA 15-2, Crossland	9/13/09			9/12/10			
Laurel Estates	9/13/09			9/12/10			
PA. 15-5 South Hills Ter	9/13/09			9/12/10			
PA 15-11, Mulligan	9/13/09			9/12/10			
PA 15-12, White Swan	9/13/09			9/12/10			
PA 15-13, Marshall	9/13/09			9/12/10			

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program No: PA28P01550107 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	
PA 15-15, Clarence Hess	9/13/09			9/12/10			
HA-Wide	9/13/09			9/12/10			



## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>						
PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no:( 3) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:12/31/07 <input type="checkbox"/> Final Performance and Evaluation Report						
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original	Revised	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations					
3	1408 Management Improvements	115,000.00	35,000.00	15,568.23	15,568.23	
4	1410 Administration	220,099.00	233,900.00	233,900.00	0.00	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	218,000.00	317,000.00	175,578.67	102,234.70	
8	1440 Site Acquisition					
9	1450 Site Improvement	128,000.00	302,965.53	302,965.53	262,317.25	
10	1460 Dwelling Structures	321,000.00	1,240,778.00	1,240,778.00	1,115,474.28	
11	1465.1 Dwelling Equipment—Nonexpendable	20,000.00	5,750.00	3,712.00	3,712.00	
12	1470 Nondwelling Structures	150,000.00	55,882.63	55,882.63	40,462.85	
13	1475 Nondwelling Equipment	30,000.00	21,949.84	1,471.00	1,471.00	
14	1485 Demolition	0.00	125,000.00	0.00	0.00	
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs	20,000.00	1,000.00	105.00	105.00	
18	1499 Development Activities	1,500,000.00	0.00	0.00	0.00	
19	1501 Collateralization or Debt Service					

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

<b>PHA Name:</b> Fayette County Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: PA28P01550106 Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> 2006
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no:( 3)  
 Performance and Evaluation Report for Period Ending:12/31/07  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	2,272,099.00	2,339,226.00	2,029,961.06	1,541,345.31
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	1,200,000.00	1,543,743.53	1,543,743.53	1,377,791.53
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550106 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	
PA. 15- 3 Gibson Terrace Phase 2	504 Upgrades Convert two buildings 12 units into 8 units four -504 units, 4 one bedroom units	1460	8 units					
	1. Roofs / Metals / Framing	1460	2 buildings	30,000.00	365,850.00	365,850.00	331,042.50	
	2. Kitchens	1460	8 units.	18,000.00	25,500.00	25,500.00	23,025.00	
	3. Bathrooms	1460	8 units	18,000.00	9,000.00	9,000.00	8,250.00	
	4. Electrical Upgrades	1460	8 units	40,000.00	91,500.00	91,500.00	86,505.00	
	5. Plumbing Upgrades	1460	8 units	48,000.00	163,500.00	163,500.00	150,013.28	
	6. HVAC	1460	8 units	30,000.00	74,678.00	74,678.00	62,703.00	
	7. Doors Interior / Exterior , Hardware	1460	8 units	18,000.00	57,000.00	57,000.00	51,450.00	
	8. Interior Finishes, drywall, paint, floors, and trim	1460	8 units	31,000.00	138,900.00	138,900.00	124,330.00	
	9. Windows	1460	8 units	18,000.00	11,800.00	11,800.00	9,410.00	
	10. Exterior Finishes brick ,trim	1460	8 units	22,000.00	172,250.00	172,250.00	163,637.50	
	11. Demolition / Asbestos testing	1460	8 units	26,000.00	30,000.00	30,000.00	28,500.00	
	12. Concrete / Footings, Paving ,curbs Railings	1450	Site wide	70,000.00	230,473.53	230,473.53	196,949.85	
	13. Landscape / Drainage / Site work	1450	Site Wide	28,000.00	72,492.00	72,492.00	65,367.40	
	14. Replace Entrance door locks	1460	152 units	22,000.00	100,800.00	100,800.00	76,608.00	

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550106 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	
PA.15-1 Bierer Wood Acres	1. Development Activities Biererwood Acres	1499	L.S.	50,000.00	0.00	0.00	0.00	In 2007
PA. 15-4 Lemon Wood Acres	1. Development Activities Lemon Wood Acres	1499	L.S.	1,500,000.00	0.00	0.00	0.00	In 2007
PA. 15-5 South Hills Terrace	1. Security Entrance Gate for Community	1450	L.S.	20,000.00	0.00	0.00	0.00	
	2. Security Cameras.	1450	L.S.	10,000.00	0.00	0.00	0.00	
	3. Demolition of 55 units	1485	55	0.00	125,000.00	0.00	0.00	
PA. 15-13 Marshall Manor	Replace Fire Stand Pipe System	1470		150,000.00	55,882.63	55,882.63	40,462.85	From 2005
PA 15-12, White Swan Apts.	1. Replace water service	1470	L.S.	0.00	0.00	0.00	0.00	In 2007
	2. Rep. sprinkler/fire/security system	1470	L.S.	0.00	0.00	0.00	0.00	
	3. Trash compactor	1470	1	0.00	0.00	0.00	0.00	



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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550106 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	
Mgmt. Improve	1. Staff Training / Travel	1408		25,000.00	25,000.00	15,568.23	15,568.23	
	2. Resident Initiatives	1408		80,000.00	0.00	0.00	0.00	
	3. Computer Software	1408		10,000.00	10,000.00	0.00	0.00	
Administration	1. Mod. Salary & Benefits	1410		220,099.00	233,900.00	233,900.00	0.00	
Fees & Costs	1. Architectural & Engineering	1430		50,000.00	50,000.00	37,500.00	12,656.03	
	2. Financial Consultants	1430		50,000.00	80,000.00	54,333.49	54,333.49	
	3. Legal Fees	1430		50,000.00	130,000.00	31,967.73	31,967.73	
	4. Advertisement	1430		8,000.00	2,500.00	777.45	777.45	
	5. Applications/ Planning Services	1430		60,000.00	54,500.00	51,000.00	2,500.00	
Dwelling Equip.	1. Appliances	1465		20,000.00	5,750.00	3,712.00	3,712.00	
Non Dwel. Equip.	1. Computer Hardware	1475		20,000.00	10,000.00	1,471.00	1,471.00	
	2. Office Equip.	1475		10,000.00	11,949.84	0.00	0.00	
HA-Wide	1. Relocation	1495		20,000.00	1,000.00	105.00	105.00	

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program No: PA28P01550106 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	
PA. 15-1 Bierer Wood Acres	7-31-08			9-31-09			
PA. 15-3 Gibson Terrace	7-31-08			9-31-09			
PA. 15-4 Lemon Wood Acres	7-31-08			9-31-09			
PA.15-13 Marshall Manor	7-31-08			9-31-09			
PA. 15-5 South Hills Terrace	7-31-08			9-31-09			
H.A. Wide	7-31-08			9-31-09			





## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>						
PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550105 Replacement Housing Factor Grant No:			Federal FY of Grant: 2005	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report						
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original	Revised	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations					
3	1408 Management Improvements	220,000.00	113,798.21	113,798.21	113,798.21	
4	1410 Administration	271,682.00	126,311.51	126,311.51	126,311.51	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	210,000.00	244,811.38	244,811.38	244,811.38	
8	1440 Site Acquisition					
9	1450 Site Improvement	30,000.00	349,668.87	349,668.87	349,668.87	
10	1460 Dwelling Structures	375,139.00	1,690,799.52	1,690,799.52	1,690,799.52	
11	1465.1 Dwelling Equipment—Nonexpendable	40,000.00	21,620.00	21,620.00	21,620.00	
12	1470 Nondwelling Structures	125,000.00	131,964.99	131,964.99	131,964.99	
13	1475 Nondwelling Equipment	30,000.00	31,363.52	31,363.52	31,363.52	
14	1485 Demolition					
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs	20,000.00	6,483.00	6,483.00	6,483.00	
18	1499 Development Activities	1,395,000.00	0.00	0.00	0.00	
19	1501 Collateralization or Debt Service					

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

PHA Name: Fayette County Housing Authority	Grant Type and Number Capital Fund Program Grant No: PA28P01550105 Replacement Housing Factor Grant No:	Federal FY of Grant: 2005
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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 No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	2,716,821.00	2,716,821.00	2,716,821.00	2,716,821.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	170,000.00	2,092,963.38	2,092,963.38	2,092,963.38
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	270,000.00			

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550105 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	
PA 15-1, Bierer Wood Acres	Development Activities	1499		1,000,000.00	0.00	0.00	0.00	In 2006
PA 15-2, Crossland Place	1. Replace HVAC units	1460	40 units	80,000.00	0.00	0.00	0.00	In 5 Yr. Plan
	2. Replace Roofs	1460	8 bldgs.	70,000.00	0.00	0.00	0.00	“
	3. Replace Gutters /Downspouts Soffit/Fascia	1460	8 bldgs.	20,000.00	0.00	0.00	0.00	“
	4. Replace entrance door locks	1460	120 doors	15,000.00	0.00	0.00	0.00	“
PA 15-2, Crossland Place Community Bldg.	1. Roof	1470	1 bldg.	15,000.00	0.00	0.00	0.00	“
	2. Bathrooms	1470	2	10,000.00	0.00	0.00	0.00	“
	3. Electrical upgrades	1470	1 bldg.	20,000.00	0.00	0.00	0.00	“
	4. Plumbing upgrades	1470	1 bldg.	20,000.00	0.00	0.00	0.00	“
	5. Kitchen	1470	1 bldg.	10,000.00	0.00	0.00	0.00	“
	6. Interior finishes (floors, painting, trim, drywall)	1470	1 bldg.	15,000.00	0.00	0.00	0.00	“
	7. Exterior finishes ( siding,brick,metals)	1470	1 bldg.	20,000.00	0.00	0.00	0.00	“
	8. Doors	1470	1 bldg.	5,000.00	0.00	0.00	0.00	“

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550105 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	
PA 15-2, Crossland Place Community Bldg. Continued	9.Windows	1470	1 bldg.	10,000.00	0.00	0.00	0.00	In 5 Yr. Plan
	10. Concrete/Paving	1450	L.S.	20,000.00	0.00	0.00	0.00	“
	11. Landscape/Drainage	1450	L.S.	10,000.00	0.00	0.00	0.00	“
PA 15-3, Gibson Terrace	1. Replace HVAC units	1460	150 units	150,000.00	0.00	0.00	0.00	In 5 Yr. Plan
	2. Replace entrance door locks	1460	450 doors	35,139.00	0.00	0.00	0.00	“
PA 15-4, Lemon Wood Acres	1.Development Activities	1499	L.S.	395,000.00	0.00	0.00	0.00	In 2006
PA 15-11, Mulligan Manor	1. Replace entrance door locks	1460	65 doors	5,000.00	0.00	0.00	0.00	5 Yr. Plan
PA 15-12, White Swan Apts.	1. Replace water service	1470	L.S.	0.00	0.00	0.00	0.00	In 2006
	2. Rep. sprinkler/fire/security system	1470	L.S.	0.00	0.00	0.00	0.00	“
	3. Trash compactor	1470	1	0.00	0.00	0.00	0.00	“
HA Wide	1. Appliances Refrigerators/Ranges	1465	300	40,000.00	21,620.00	21,620.00	21,620.00	

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550105 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	
PA 15-3, Gibson Terrace Phase I	Conversion and 504 Upgrades:							From 2004
	1. Demo work	1460	2 bldgs.	0.00	60,820.80	60,820.80	60,820.80	“
	2. Doors/windows/interior/exterior	1460	8 units	0.00	77,787.20	77,787.20	77,787.20	“
	3. Framing	1460	2 bldgs.	0.00	231,181.00	231,181.00	231,181.00	“
	4. Roofing/metals	1460	2 bldgs.	0.00	72,540.00	72,540.00	72,540.00	“
	5. Masonry – brick/block	1460	2 bldgs.	0.00	168,928.17	168,928.17	168,928.17	“
	6. Interior finishes – drywall/paint/trim Flooring/shelving	1460	8 units	0.00	152,116.00	152,116.00	152,116.00	“
	7. Kitchens	1460	8 units	0.00	53,765.00	53,765.00	53,765.00	“
	8. Bathrooms	1460	8 units	0.00	10,777.00	10,777.00	10,777.00	“
	9. Electrical upgrades	1460	8 units	0.00	98,337.05	98,337.05	98,337.05	“
	10. Plumbing upgrades	1460	8 units	0.00	168,313.60	168,313.60	168,313.60	“
	11. HVAC upgrades	1460	8 units	0.00	59,470.00	59,470.00	59,470.00	“
	12. Concrete/paving/railings	1450	L.S.	0.00	155,732.00	155,732.00	155,732.00	“
	13. Landscape/drainage	1450	L.S.	0.00	79,239.00	79,239.00	79,239.00	“
	14. Asbestos testing/oversight	1460	L.S.	0.00	0.00	0.00	0.00	“
	15. Electrical Upgrade	1470	1	0.00	12,925.00	12,925.00	12,925.00	“

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550105 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	
PA 15-9, Snowden Terrace	Rehab one elderly row type, 5 unit row:							From 2004
	1. Window replacement	1460	5 units	0.00	5,561.61	5,561.61	5,561.61	
	2. Replace ent./int./storm doors	1460	5 units	0.00	1,500.00	1,500.00	1,500.00	
	3. HVAC upgrade	1460	5 units	0.00	7,767.70	7,767.70	7,767.70	
	4. Plumbing upgrade	1460	5 units	0.00	8,543.00	8,543.00	8,543.00	
	5. Replace front/rear entrances & porch	1460	5 units	0.00	11,415.00	11,415.00	11,415.00	
	6. Landscape & drainage	1450	L.S.	0.00	590.71	590.71	590.71	
	7. Concrete	1450	5 units	0.00	6,805.00	6,805.00	6,805.00	
	8. Roofing & metals	1460	5 units	0.00	1,850.00	1,850.00	1,850.00	
	Community Building 504 Upgrade:							From 2004
	1. Add. to community room/framing	1470	1 bldg.	0.00	5,250.00	5,250.00	5,250.00	
	2. Roofing/metals	1470	1 bldg.	0.00	1,750.00	1,750.00	1,750.00	
	3. Plumbing upgrade	1470	1 bldg.	0.00	6,538.85	6,538.85	6,538.85	
	4. Bathrooms	1470	1 bldg.	0.00	150.00	150.00	150.00	

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550105 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	
15-9, Snowden Cont'd.	5. Kitchen	1470	1	0.00	850.00	850.00	850.00	
	6. Windows/doors	1470	1 bldg.	0.00	2,178.72	2,178.72	2,178.72	
	7. HVAC upgrade	1470	1 bldg.	0.00	1,431.53	1,431.53	1,431.53	
	8. Masonry brick/block	1470	1 bldg.	0.00	3,000.00	3,000.00	3,000.00	
	9. Int. finish drywall/paint/trim/floor	1470	1 bldg.	0.00	1,925.00	1,925.00	1,925.00	
	10. Concrete/paving/railing	1450	1 bldg.	0.00	2,731.14	2,731.14	2,731.14	
	11. Landscape/drainage	1450	L.S.	0.00	450.00	450.00	450.00	
	12. Asbestos testing/oversight	1470	1 bldg.	0.00	398.96	398.96	398.96	
	Conversion of 1-two story bldg. to meet 504 from 5 units to 3 units and 1-2 BR unit to meet 504							From 2004
	1. Demo bldg. to slab	1460	1 bldg.	0.00	3,000.00	3,000.00	3,000.00	
	2. Kitchens	1460	4 units	0.00	1,850.00	1,850.00	1,850.00	
	3. Bathrooms	1460	4 units	0.00	400.00	400.00	400.00	
	4. Plumbing upgrade	1460	4 units	0.00	7,559.70	7,559.70	7,559.70	
	5. Roofing/metals	1460	4 units	0.00	4,500.00	4,500.00	4,500.00	
	6. Drywall/painting/flooring/trim	1460	4 units	0.00	7,565.00	7,565.00	7,565.00	

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550105 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	
15-9, Snowden Cont'd.	7. Framing	1460	1 bldg.	0.00	6,000.00	6,000.00	6,000.00	
	8. Masonry-brick/block	1460	2 bldgs.	0.00	9,314.09	9,314.09	9,314.09	
	9. HVAC upgrade	1460	4 units	0.00	2,863.07	2,863.07	2,863.07	
	10. Doors/windows	1460	4 units	0.00	6,700.00	6,700.00	6,700.00	
	11. Concrete/paving/railing	1450	L.S.	0.00	878.07	878.07	878.07	
	12. Asbestos testing/oversight	1460	2 bldgs.	0.00	1,372.40	1,372.40	1,372.40	
15-8, Marion Villa	Conversion: 1-6 rom two-story bldg. to address 3 units to meet 504 and upgrades on 2 units to meet 504							From 2004
	1. Demo bldg. to slab	1460	1 bldg.	0.00	3,198.04	3,198.04	3,198.04	
	2. Framing	1460	3 units	0.00	3,750.00	3,750.00	3,750.00	
	3. Plumbing upgrades	1460	3 units	0.00	6,994.10	6,994.10	6,994.10	
	4. HVAC upgrades	1460	3 units	0.00	7,157.70	7,157.70	7,157.70	
	5. Exterior finishes (brick,siding)	1460	3 units	0.00	3,500.00	3,500.00	3,500.00	
	6. Windows	1460	3 units	0.00	5,626.62	5,626.62	5,626.62	

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550105 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	
15-8 Marion Villa Cont'd.	7. Doors	1460	3 units	0.00	1,850.00	1,850.00	1,850.00	
	8. Roofing (metals)	1460	3 units	0.00	3,000.00	3,000.00	3,000.00	
	9. Int. finish (drywall/paint/trim/floor)	1460	3 units	0.00	4,700.00	4,700.00	4,700.00	
	10. Kitchens	1460	3 units	0.00	705.00	705.00	705.00	
	11. Bathrooms	1460	3 units	0.00	150.00	150.00	150.00	
	12. Concrete	1450	L.S.	0.00	4,567.00	4,567.00	4,567.00	
	13. Landscaping	1450	L.S.	0.00	300.00	300.00	300.00	
PA 15-13, Marshall Manor	1. Fire Protection Upgrade	1470	L.S.	0.00	79,470.00	79,470.00	79,470.00	From 2006

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550105 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	
PA 15-26, Outcrop	504 upgrades:							
	1. Kitchen upgrades	1460	2 units	0.00	11,246.84	11,246.84	11,246.84	From 2004
	2. Bathroom upgrades	1460	2 units	0.00	1,700.00	1,700.00	1,700.00	"
	3. Sewage plant upgrade	1470	1	0.00	0.00	0.00	0.00	In 5 Yr. Plan
	4. Replace entrance doors & locks	1460	32 units	0.00	14,500.00	14,500.00	14,500.00	From 2004
	5. Electrical upgrades	1460	2 units	0.00	29,774.00	29,774.00	29,774.00	
	6. Plumbing upgrades	1460	2 units	0.00	29,358.00	29,358.00	29,358.00	
	7. HVAC upgrades	1460	2 units	0.00	13,760.10	13,760.10	13,760.10	
	8. Drywall/painting/trim/flooring	1460	2 units	0.00	123,762.26	123,762.26	123,762.26	
	9. Doors & windows	1460	2 units	0.00	5,494.42	5,494.42	5,494.42	
	10. Roofing/metals	1460	2 units	0.00	9,138.87	9,138.87	9,138.87	
	11. Concrete/paving/railing	1450	2 units	0.00	61,775.95	61,775.95	61,775.95	
	12. Landscape & drainage	1450	2 units	0.00	10,000.00	10,000.00	10,000.00	
	Community room/mgr. office 504 upgrade:							
	1. Kitchen	1470	1	0.00	5,885.00	5,885.00	5,885.00	
	2. Bathroom	1470	1	0.00	9,138.34	9,138.34	9,138.34	
	3. Doors/hardware	1470	1 bldg.	0.00	600.00	600.00	600.00	
	4. Concrete/paving	1470	1 bldg.	0.00	473.59	473.59	473.59	

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**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550105 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	
PA 15-31, Outcrop II	504 upgrades:							
	1. Kitchen upgrades	1460	1 unit	0.00	5,641.05	5,641.05	5,641.05	From 2004
	2. Rep. entrance doors & locks	1460	2 units	0.00	14,500.00	14,500.00	14,500.00	
	3. Bathrooms	1460	1 unit	0.00	900.00	900.00	900.00	
	4. Electrical upgrades	1460	2 units	0.00	19,383.76	19,383.76	19,383.76	
	5. Plumbing upgrades	1460	1 unit	0.00	14,558.00	14,558.00	14,558.00	
	6. HVAC upgrades	1460	1 unit	0.00	6,440.00	6,440.00	6,440.00	
	7. Doors/windows	1460	1 unit	0.00	11,505.97	11,505.97	11,505.97	
	8. Drywall/painting/trim/flooring	1460	1 unit	0.00	86,900.00	86,900.00	86,900.00	
	9. Roofing & metals	1460	2 units	0.00	9,807.40	9,807.40	9,807.40	
	10. Concrete/paving/railings	1450	2 units	0.00	23,600.00	23,600.00	23,600.00	
	11. Landscape/drainage	1450	2 units	0.00	3,000.00	3,000.00	3,000.00	

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550105 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	
Mgmt. Improve	1. Staff Training / Travel	1408		75,000.00	23,441.96	23,441.96	23,441.96	
	2. Resident Initiatives	1408		80,000.00	38,537.20	38,537.20	38,537.20	
	3. Computer Software	1408		15,000.00	13,735.00	13,735.00	13,735.00	
	4. Applications / Planning Services	1408		50,000.00	38,084.05	38,084.05	38,084.05	
Administration	1. Mod. Salary & Benefits	1410		266,682.00	126,311.51	126,311.51	126,311.51	
	2. Advertisements	1410		5,000.00	0.00	0.00	0.00	
Fees & Costs	1. Architectural & Engineering	1430		60,000.00	76,135.62	76,135.62	76,135.62	
	2. Financial Consultants	1430		50,000.00	135,919.84	135,919.84	135,919.84	
	3. Legal Fees	1430		100,000.00	22,944.27	22,944.27	22,944.27	
	4. Advertisements	1430		0.00	9,811.65	9,811.65	9,811.65	
Non-Dwell Equip.	1. Computer Hardware	1475		20,000.00	31,363.52	31,363.52	31,363.52	
	2. Office Equip.	1475		10,000.00	0.00	0.00	0.00	
HA-Wide	1. Relocation	1495		20,000.00	6,483.00	6,483.00	6,483.00	

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program No: PA28P01550105 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	
	Original	Revised	Actual	Original	Revised	Actual		
PA 15-1, Bierer Wood Acres	8-17-07			8-17-09				
PA 15-2, Crossland Place	8-17-07			8-17-09				
PA 15-3, Gibson Terrace	8-17-07			8-17-09				
PA 15-4, Lemon Wood Acres	8-17-07			8-17-09				
PA 15-8, Marion Villa	8-17-07			8-17-09				
PA 15-9, Snowden Terrace	8-17-07			8-17-09				
PA 15-11, Mulligan Manor	8-17-07			8-17-09				
PA 15-12, White Swan Apartments	8-17-07			8-17-09				
PA 15-13, Marshall Manor	8-17-07			8-17-09				
PA 15-26, Outcrop	8-17-07			8-17-09				
PA 15-31, Outcrop II	8-17-07			8-17-09				
HA Wide	8-17-07			8-17-09				
Mgmt. Improvements	8-17-07			8-17-09				
Administration	8-17-07			8-17-09				
Fees & Costs	8-17-07			8-17-09				

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program No: PA28P01550105 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	
	Original	Revised	Actual	Original	Revised	Actual		
Non-dwelling equipment	8-17-07			8-17-09				



## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:			Federal FY of Grant: <b>2004</b>
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	262,100.00	237,142.82	237,142.82	237,142.82
4	1410 Administration	290,000.00	248,487.55	248,487.55	248,487.55
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	305,000.00	366,867.81	366,867.81	366,867.81
8	1440 Site Acquisition				
9	1450 Site Improvement	188,000.00	391,420.71	391,420.71	391,420.71
10	1460 Dwelling Structures	1,259,804.00	1,309,713.15	1,309,713.15	1,309,713.15
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	537,900.00	348,657.43	348,657.43	348,657.43
13	1475 Nondwelling Equipment	55,000.00	21,422.53	21,422.53	21,422.53
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	30,000.00	4,092.00	4,092.00	4,092.00
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				

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

PHA Name: Fayette County Housing Authority	Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004
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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 No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	2,927,804.00	2,927,804.00	2,927,804.00	2,927,804.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	1,429,804.00	1,810,332.62	1,810,332.62	1,810,332.62
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
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	
PA 15-3 Gibson Terrace	Conversion and 504 Upgrades:							
	1. Demo work	1460	3 bldgs.	60,000.00	0.00	0.00	0.00	In 2005
	2. Doors/windows/interior/exterior	1460	10 units	50,000.00	0.00	0.00	0.00	“
	3. Framing	1460	3 bldgs	36,000.00	0.00	0.00	0.00	“
	4. Roofing/metals	1460	3 bldgs	85,000.00	0.00	0.00	0.00	“
	5.Masonry/brick/block	1460	3 bldgs	100,000.00	0.00	0.00	0.00	“
	6. Interior finishes- drywall/paint/trim/flooring/shelving	1460	10 units	50,000.00	0.00	0.00	0.00	“
	7. Kitchens	1460	10 units	50,000.00	0.00	0.00	0.00	“
	8. Bathrooms	1460	10 units	30,000.00	0.00	0.00	0.00	“
	9.Electrical upgrades	1460	10 units	75,804.00	0.00	0.00	0.00	“
	10. Plumbing upgrades	1460	10 units	60,000.00	0.00	0.00	0.00	“
	11. HVAC upgrades	1460	10 units	90,000.00	0.00	0.00	0.00	“
	12. Concrete/paving/railings	1450	L.S	40,000.00	0.00	0.00	0.00	“
	13.Landscape/drainage	1450	L.S	30,000.00	0.00	0.00	0.00	“
	14. Asbestos testing/oversight	1460	L.S	20,000.00	0.00	0.00	0.00	“

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
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	
PA 15-5 South Hills Terrace	Conversion of one 2 story to 1-2br/1-3br 1-4br and 2-1br units 504 upgrades							
	1. Demo bldg. to slab	1460	1 bldg.	10,000.00	0.00	0.00	0.00	
	2. Roof	1460	1	20,000.00	0.00	0.00	0.00	
	3. Electrical upgrades	1460	5 units	40,000.00	0.00	0.00	0.00	
	4. Plumbing upgrades	1460	5units	30,000.00	0.00	0.00	0.00	
	5. Bathrooms	1460	5 units	20,000.00	0.00	0.00	0.00	
	6. Kitchen	1460	5units	25,000.00	0.00	0.00	0.00	
	7. Windows/doors	1460	5 units	12,000.00	0.00	0.00	0.00	
	8. Framing	1460	1bldg.	20,000.00	0.00	0.00	0.00	
	9. HVAC upgrades	1460	5 units	35,000.00	0.00	0.00	0.00	
	10. Drywall/finishes/interior	1460	5 units	40,000.00	0.00	0.00	0.00	
	11. Concrete /paving	1450	L.S	40,000.00	0.00	0.00	0.00	
	12. Landscaping/drainage	1450	L.S	22,000.00	0.00	0.00	0.00	
	13. Asbestos testing	1460	L.S	3,000.00	0.00	0.00	0.00	
PA 15-8, Marion Villa	Conversion: 1-6 row two-story bldg. to address 3 units to meet 504 and upgrades on 2 units to meet 504							
	1. Demo bldg. to slab	1460	1 bldg.	0.00	3,198.04	3,198.04	3,198.04	From 2003

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

PHA Name: Fayette County Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:				<b>Federal FY of Grant: 2004</b>		
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	
	2. Framing	1460	3 units	0.00	71,250.00	71,250.00	71,250.00	“

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
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	
PA 15-8, Marion Villa Cont'd.	3. Plumbing upgrades	1460	3 units	0.00	56,901.51	56,901.51	56,901.51	“
	4. Electrical upgrades	1460	3 units	0.00	29,471.09	29,471.09	29,471.09	“
	5. HVAC upgrades	1460	3 units	0.00	45,000.00	45,000.00	45,000.00	“
	6. Exterior finishes (brick, siding)	1460	3 units	0.00	70,500.00	70,500.00	70,500.00	“
	7. Windows	1460	3 units	0.00	28,500.00	28,500.00	28,500.00	“
	8. Doors	1460	3 units	0.00	27,950.00	27,950.00	27,950.00	“
	9. Roofing (metals)	1460	3 units	0.00	57,000.00	57,000.00	57,000.00	“
	10. Int. finish (drywall/paint/trim/floor)	1460	3 units	0.00	89,300.00	89,300.00	89,300.00	“
	11. Kitchens	1460	5 units	0.00	13,395.00	13,395.00	13,395.00	“
	12. Bathrooms	1460	3 units	0.00	2,850.00	2,850.00	2,850.00	“
	13. Concrete	1450	L.S.	0.00	103,635.00	103,635.00	103,635.00	“
	14. Landscaping	1450	L.S.	0.00	5,700.00	5,700.00	5,700.00	“
PA 15-8, Marion Villa Comm. Rm.	1. Kitchen 504 upgrade	1470	1	0.00	7,600.00	7,600.00	7,600.00	“
PA 15-9, Snowden Terrace	Rehab one elderly row type, 5 unit row:							From 2003
	1. Window replacement	1460	5 units	0.00	27,265.00	27,265.00	27,265.00	“

Annual Statement/Performance and Evaluation Report								
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)								
Part II: Supporting Pages								
PHA Name: Fayette County Housing Authority			Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004		
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	
	2. Replace ent./int./storm doors	1460	5 units	0.00	19,500.00	19,500.00	19,500.00	“

Annual Statement/Performance and Evaluation Report								
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)								
Part II: Supporting Pages								
PHA Name: Fayette County Housing Authority			Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004		
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	
PA 15-9, Snowden Cont'd.	3. HVAC upgrade	1460	5 units	0.00	44,550.00	44,550.00	44,550.00	“
	4. Electrical upgrade	1460	5 units	0.00	20,415.45	20,415.45	20,415.45	“
	5. Plumbing upgrade	1460	5 units	0.00	17,143.32	17,143.32	17,143.32	“
	6. Replace front/rear entrances & porch	1460	5 units	0.00	149,385.00	149,385.00	149,385.00	“
	7. Landscape & drainage	1450	L.S.	0.00	35,690.71	35,690.71	35,690.71	“

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
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	
	8. Concrete	1460	5 units	0.00	38,665.00	38,665.00	38,665.00	“
	9. Roofing & Metals	1460	5 units	0.00	6,350.00	6,350.00	6,350.00	“
	Community Building 504 Upgrade:							
	1. Add. to community room/framing	1470	1 bldg.	0.00	63,750.00	63,750.00	63,750.00	“
	2. Roofing/metals	1470	1 bldg.	0.00	33,250.00	33,250.00	33,250.00	“
	3. Electrical upgrade/fire & security	1470	1 bldg.	0.00	41,591.91	41,591.91	41,591.91	“
	4. Plumbing upgrade	1470	1 bldg.	0.00	33,806.57	33,806.57	33,806.57	“
	5. Bathrooms	1470	1 bldg.	0.00	2,850.00	2,850.00	2,850.00	“
	6. Kitchen	1470	1	0.00	8,550.00	8,550.00	8,550.00	“
	7. Windows/doors	1470	1 bldg.	0.00	25,800.00	25,800.00	25,800.00	“
	8. HVAC upgrade	1470	1 bldg.	0.00	9,000.00	9,000.00	9,000.00	“
	9. Masonry brick/block	1470	1 bldg.	0.00	43,500.00	43,500.00	43,500.00	“

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004			
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	
PA 15-9, Snowden Cont'd.	10. Int. finish drywall/paint/trim/floor	1470	1 bldg.	0.00	36,575.00	36,575.00	36,575.00	“
	11. Concrete/paving/railing	1450	L.S.	0.00	95,965.00	95,965.00	95,965.00	“
	12. Landscape/drainage	1450	L.S.	0.00	8,550.00	8,550.00	8,550.00	“
	13. Asbestos testing/oversight	1470	1 bldg.	0.00	398.95	398.95	398.95	“
	Conversion of 1-two story bldg. to meet 504 from 5 units to 3 units and 1-2 BR unit to meet 504							“
	1. Demo bldg. to slab	1460	1 bldg.	0.00	3,000.00	3,000.00	3,000.00	“
	2. Kitchens	1460	4 units	0.00	35,150.00	35,150.00	35,150.00	“
	3. Bathrooms	1460	4 units	0.00	7,600.00	7,600.00	7,600.00	“
	4. Electrical upgrade	1460	4 units	0.00	19,022.94	19,022.94	19,022.94	“
	5. Plumbing upgrade	1460	4 units	0.00	30,729.30	30,729.30	30,729.30	“
	6. Roofing/metals	1460	4 units	0.00	49,500.00	49,500.00	49,500.00	“
	7. Drywall/painting/flooring/trim	1460	4 units	0.00	132,035.00	132,035.00	132,035.00	“
	8. Framing	1460	1 bldg.	0.00	60,000.00	60,000.00	60,000.00	“
	9. Masonry-brick/block	1460	2 bldgs.	0.00	74,014.10	74,014.10	74,014.10	“
	10. HVAC upgrade	1460	4 units	0.00	0.00	0.00	0.00	“
	11. Doors/windows	1460	4 units	0.00	78,700.00	78,700.00	78,700.00	“
	12. Concrete/paving/railing	1450	L.S.	0.00	130,480.00	130,480.00	130,480.00	“

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
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	
PA 15-9, Snowden Cont'd.	13. Landscape/drainage	1450	L.S.	0.00	11,400.00	11,400.00	11,400.00	“
	14. Asbestos testing/oversight	1460	2 bldgs.	0.00	1,372.40	1,372.40	1,372.40	“
PA 15-11, Mulligan Manor	1. Replace roof top HVAC units & fans	1470	2	30,000.00	0.00	0.00	0.00	5 Yr. Plan
	2. Replace roof	1470	L.S.	100,000.00	0.00	0.00	0.00	“
	3. Replace HVAC units	1460	65	100,000.00	0.00	0.00	0.00	“
	4. Add 30” work surfaces in kitchens	1460	4 units	0.00	0.00	0.00	0.00	“
	5. Audible/visible alarms	1460	4 units	0.00	0.00	0.00	0.00	“
	6. Replace nurse call	1470	L.S.	0.00	0.00	0.00	0.00	“
	7. Replace door entrance systems	1470	L.S.	0.00	0.00	0.00	0.00	“
PA 15-12, White Swan Apartments	1. Replace water service	1470	L.S.	25,000.00	0.00	0.00	0.00	In 2005
	2. Rep. sprinkler system/fire/security system	1470	L.S.	50,900.00	0.00	0.00	0.00	“
	3. Replace main drains in building	1470	L.S.	50,000.00	0.00	0.00	0.00	5 Yr. Plan
	4. Replace entrance doors/locks	1470	8	25,000.00	0.00	0.00	0.00	“
	5. Replace main roof	1470	L.S.	50,000.00	0.00	0.00	0.00	“

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

PHA Name: Fayette County Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:				<b>Federal FY of Grant: 2004</b>		
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	
	6. Trash compactor	1470	1	15,000.00	0.00	0.00	0.00	In 2005

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**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
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	
PA 15-12, White Swan Cont'd.	7. Concrete	1470	L.S.	15,000.00	0.00	0.00	0.00	5 Yr. Plan
	8. Electrical upgrades	1470	L.S.	10,000.00	0.00	0.00	0.00	“
	9. Plumbing upgrades	1470	L.S.	15,000.00	0.00	0.00	0.00	“
	10. Asbestos abatement	1470	L.S.	15,000.00	0.00	0.00	0.00	“
PA 15-13, Marshall Manor	1. Rep. elevator door equipment both cars operator/rollers/tracks	1470	2	30,000.00	41,985.00	41,985.00	41,985.00	
	2. Replace nurse call system	1470	1	25,000.00	0.00	0.00	0.00	In 2005
PA 15-15, Clarence Hess	504 upgrades:							
	1. Kitchens	1460	3 units	21,000.00	0.00	0.00	0.00	5 Yr. Plan
	2. Bathrooms	1460	3 units	15,000.00	0.00	0.00	0.00	“
	3. Electrical upgrades	1460	3 units	40,000.00	0.00	0.00	0.00	“
	4. Plumbing upgrades	1460	3 units	22,000.00	0.00	0.00	0.00	“
	5. Windows	1460	3 units	9,000.00	0.00	0.00	0.00	“
	6. Doors	1460	3 units	12,000.00	0.00	0.00	0.00	“
	7. Int. finishes/drywall/paint/flooring	1460	3 units	42,000.00	0.00	0.00	0.00	“
	8. Roofing	1460	3 units	37,000.00	0.00	0.00	0.00	“

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
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	
PA 15-15, Clarence Hess Cont'd.	9. Concrete	1450	3 units	26,000.00	0.00	0.00	0.00	“
	10. Landscape & drainage	1450	3 units	12,000.00	0.00	0.00	0.00	“
	Community Room:							
	1. Bathrooms	1470	2	9,000.00	0.00	0.00	0.00	“
	2. Kitchen	1470	1	4,000.00	0.00	0.00	0.00	“
	3. Electrical upgrades	1470	1	13,000.00	0.00	0.00	0.00	“
	4. Plumbing upgrades	1470	1	12,000.00	0.00	0.00	0.00	“
	5. HVAC upgrades	1470	1	19,500.00	0.00	0.00	0.00	“
	6. Interior finishes	1470	1	12,500.00	0.00	0.00	0.00	“
	7. Doors/windows	1470	1	12,000.00	0.00	0.00	0.00	“
	8. Concrete/paving/railings	1450	L.S.	18,000.00	0.00	0.00	0.00	“
PA15-26, Outcrop	504 upgrades:							
	1. Kitchen upgrades	1460	2 units	0.00	0.00	0.00	0.00	In 2005
	2. Bathroom upgrades	1460	2 units	0.00	0.00	0.00	0.00	“
	3. Sewage plant upgrade	1470	1	0.00	0.00	0.00	0.00	5 Yr. Plan
	4. Replace entrance doors & locks	1460	32 units	0.00	0.00	0.00	0.00	In 2005
	5. Electrical upgrades	1460	2 units	0.00	0.00	0.00	0.00	“

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
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	
PA 15-26, Outcrop Cont'd.	6. Plumbing upgrades	1460	2 units	0.00	0.00	0.00	0.00	In 2005
	7. HVAC upgrades	1460	2 units	0.00	0.00	0.00	0.00	“
	8. Drywall/painting/trim/flooring	1460	2 units	0.00	0.00	0.00	0.00	“
	9. Doors/windows	1460	2 units	0.00	0.00	0.00	0.00	“
	10. Roofing/metals	1460	2 units	0.00	0.00	0.00	0.00	“
	11. Concrete/paving/railing	1450	2 units	0.00	0.00	0.00	0.00	“
	12. Landscape & drainage	1450	2 units	0.00	0.00	0.00	0.00	“
	Com. Room/Mgr. Office 504 upgrade:							
	1. Kitchen	1470	1	0.00	0.00	0.00	0.00	“
	2. Bathroom	1470	1	0.00	0.00	0.00	0.00	“
	3. Doors/hardware	1470	1 Bldg.	0.00	0.00	0.00	0.00	“
	4. Concrete/paving	1470	1 Bldg.	0.00	0.00	0.00	0.00	“
PA 15-31, Outcrop II	504 upgrades:							
	1. Kitchen upgrades	1460	2 units	0.00	0.00	0.00	0.00	In 2005
	2. Rep. entrance doors & locks	1460	2 units	0.00	0.00	0.00	0.00	“
	3. Bathrooms	1460	2 units	0.00	0.00	0.00	0.00	“

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
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	
PA 15-31, Outcrop II Cont'd.	4. Electrical upgrades	1460	2 units	0.00	0.00	0.00	0.00	“
	5. Plumbing upgrades	1460	2 units	0.00	0.00	0.00	0.00	“
	6. HVAC upgrades	1460	2 units	0.00	0.00	0.00	0.00	“
	7. Doors/windows	1460	2 units	0.00	0.00	0.00	0.00	“
	8. Drywall/painting/trim/flooring	1460	2 units	0.00	0.00	0.00	0.00	“
	9. Roofing & metals	1460	2 units	0.00	0.00	0.00	0.00	“
	10. Concrete/paving/railings	1460	2 units	0.00	0.00	0.00	0.00	“
	11. Landscape/drainage	1450	2 units	0.00	0.00	0.00	0.00	“

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P01550104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
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	
Mgmt. Improve.	1. Staff training/travel	1408	L.S.	30,000.00	83,633.86	83,633.86	83,633.86	
	2. Resident Initiatives	1408	L.S.	80,000.00	75,122.09	75,122.09	75,122.09	
	3. Computer software	1408	L.S.	35,000.00	1,687.98	1,687.98	1,687.98	
	4. Applications/planning services/testing/assessments	1408	L.S.	117,100.00	76,698.89	76,698.89	76,698.89	
Administration	1. Mod. salary & benefits	1410	L.S.	282,000.00	244,441.94	244,441.94	244,441.94	
	2. Advertisements	1410	L.S.	8,000.00	4,045.61	4,045.61	4,045.61	
Fees & Costs	1. Architectural & Engineering	1430	L.S.	200,000.00	169,661.15	169,661.15	169,661.15	
	2. Financial consultants	1430	L.S.	80,000.00	147,571.23	147,571.23	147,571.23	
	3. Mod. Legal Costs	1430	L.S.	25,000.00	49,230.41	49,230.41	49,230.41	
	4. Advertisements	1430	L.S.	0.00	405.02	405.02	405.02	
Non-Dwelling Equipment	1. Computer hardware	1475	L.S.	30,000.00	21,422.53	21,422.53	21,422.53	
	2. Office equipment	1475	L.S.	25,000.00	0.00	0.00	0.00	
HA-Wide	1. Relocation	1495	L.S.	30,000.00	4,092.00	4,092.00	4,092.00	

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

PHA Name: Fayette County Housing Authority	Grant Type and Number Capital Fund Program No: PA28P01550104 Replacement Housing Factor No:	Federal FY of Grant: 2004
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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	
PA 15-3, Gibson Terrace	9-13-06			9-13-08			
PA 15-5, South Hills Terrace	9-13-06			9-13-08			
PA 15-8, Marion Villa	9-13-06			9-13-08			
PA 15-9, Snowden Terrace	9-13-06			9-13-08			
PA 15-11, Mulligan Manor	9-13-06			9-13-08			
PA 15-12, White Swan	9-13-06			9-13-08			
PA 15-13, Marshall Manor	9-13-06			9-13-08			
PA 15-15, Clarence Hess	9-13-06			9-13-08			
PA 15-26, Outcrop	9-13-06			9-13-08			
PA 15-31, Outcrop II	9-13-06			9-13-08			
Mgmt. Improve.	9-13-06			9-13-08			
Administration	9-13-06			9-13-08			
Fees & Costs	9-13-06			9-13-08			
Non-Dwell. Equipment	9-13-06			9-13-08			
HA-Wide	9-13-06			9-13-08			

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

PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program No: PA28P01550104 Replacement Housing Factor No:				Federal FY of Grant: 2004	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	



**CAPITAL FUND PROGRAM TABLES START HERE**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550102			Federal FY of Grant: 2002
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:12/31/07 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
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	14,305.00			
19	1501 Collaterization or Debt Service				

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

PHA Name: Fayette County Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550102	Federal FY of Grant: 2002
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 1)  
 Performance and Evaluation Report for Period Ending:12/31/07  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	14,305.00			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				







**CAPITAL FUND PROGRAM TABLES START HERE**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550103			Federal FY of Grant: 2003
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:12/31/07 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
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	11,106.00			
19	1501 Collaterization or Debt Service				

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

PHA Name: Fayette County Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550103	Federal FY of Grant: 2003
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 1)  
 Performance and Evaluation Report for Period Ending:12/31/07  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	11,106.00			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				







**CAPITAL FUND PROGRAM TABLES START HERE**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550104			Federal FY of Grant: 2004
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:12/31/07 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
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	14,853.00			
19	1501 Collaterization or Debt Service				

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

PHA Name: Fayette County Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550104	Federal FY of Grant: 2004
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 1)  
 Performance and Evaluation Report for Period Ending:12/31/07  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	14,853.00			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				







**CAPITAL FUND PROGRAM TABLES START HERE**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550105			Federal FY of Grant: 2005
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:12/31/07 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
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	15,115.00			
19	1501 Collaterization or Debt Service				

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

PHA Name: Fayette County Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550105	Federal FY of Grant: 2005
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 1)  
 Performance and Evaluation Report for Period Ending:12/31/07  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	15,115.00			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				







## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>						
PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550106			Federal FY of Grant: 2006	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: (1)) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending 12/31/07 <input type="checkbox"/> Final Performance and Evaluation Report						
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original	Revised	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations					
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	192,035.00				
19	1501 Collaterization or Debt Service					

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

<b>PHA Name:</b> Fayette County Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550106	<b>Federal FY of Grant:</b> 2006
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: (1))  
 Performance and Evaluation Report for Period Ending 12/31/07  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	192,035.00			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Fayette County Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550106				<b>Federal FY of Grant:</b> 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	
Laurel Estates	Loan of RHF funds to separate entity for infrastructure	1499	Site Wide	192,035.00				





## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>						
PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550107			Federal FY of Grant: 2007	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    )						
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:12/31/07 <input type="checkbox"/> Final Performance and Evaluation Report						
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original	Revised	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations					
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	569,350.00				

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

PHA Name: Fayette County Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550107	Federal FY of Grant: 2007
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending:12/31/07  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	569,350.00			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				







**CAPITAL FUND PROGRAM TABLES START HERE**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Fayette County Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550107		<b>Federal FY of Grant:</b> 2007	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:12/31/07 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service	12,840.00			
20	1502 Contingency				

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

PHA Name: Fayette County Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: PA28R01550107	Federal FY of Grant: 2007
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending:12/31/07  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
21	Amount of Annual Grant: (sum of lines 2 – 20)	12,840.00			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				







## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>						
PHA Name: Fayette County Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No			Federal FY of Grant: CFFP Budget	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: (1)) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:3/31/08 <input type="checkbox"/> Final Performance and Evaluation Report						
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original	Revised	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations					
3	1408 Management Improvements					
4	1410 Administration					
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	56,730.82	56,730.82	56,730.82	56,730.82	
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	3,743,525.00	3,743,525.00	3,743,525.00	245,001.15	
19	1501 Collateralization or Debt Service	372,826.64	372,826.64	372,826.64	372,826.64	
20	1502 Contingency					

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

<b>PHA Name:</b> Fayette County Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No	<b>Federal FY of Grant:</b> <b>CFFP Budget</b>
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: (1))  
 Performance and Evaluation Report for Period Ending:3/31/08  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
21	Amount of Annual Grant: (sum of lines 2 – 20)	4,173,082.46	4,173,082.46	4,173,082.46	674,558.61
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Fayette County Housing Authority		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	
Laurel Estates	1. Concrete/Masonry	1499	56 New Units	228,073.00	228,073.00	228,073.00	0.00	
	2. Framing	1499		377,082.00	340,322.00	340,322.00	0.00	
	3. Siding,soffit/fascia,misc.exterior finishes	1499		189,125.00	173,822.00	173,822.00	0.00	
	4. Roofing /Gutters	1499		64,973.00	64,973.00	64,973.00	0.00	
	5. Waterproofing	1499		16,636.00	16,636.00	16,636.00	0.00	
	6. Panels & Trim	1499		87,989.00	72,989.00	72,989.00	0.00	
	7. Interior Trim	1499		57,372.00	57,372.00	57,372.00	0.00	
	8. Doors & Windows, Treatments	1499		139,684.00	111,684.00	111,684.00	0.00	
	9. Drywall & Insulation	1499		214,711.00	214,711.00	214,711.00	0.00	
	10. Flooring & Painting	1499		140,562.00	140,562.00	140,562.00	0.00	
	11. Bathroom Accessories, Cabinets & tops	1499		60,428.00	60,428.00	60,428.00	0.00	
	12. Plumbing	1499		275,435.00	225,435.00	225,435.00	0.00	
	13. HVAC	1499		166,996.00	136,996.00	136,996.00	0.00	
	14. Electrical	1499		181,257.00	131,257.00	131,257.00	0.00	
	15. Appliances	1499		56,880.00	36,880.00	36,880.00	0.00	
	16. Storage Sheds & Mailboxes	1499		19,688.00	11,688.00	11,688.00	0.00	
	17. Site work	1499		0	253,063.00	253,063.00	166,608.00	
	SUBTOTAL			2,276,891.00	2,276,891.00	2,276,891.00	166,608.00	

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

PHA Name: Fayette County Housing Authority		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	
Laurel Estates Community Building	1. Concrete/Masonry	1499	1 Bldg.	26,047.00	26,047.00	26,047.00	0.00	
	2. Framing	1499		45,318.00	45,318.00	45,318.00	0.00	
	3. Siding, soffit/fascia, misc. exterior finishes	1499		22,097.00	22,097.00	22,097.00	0.00	
	4. Roofing/Gutters	1499		7,420.00	7,420.00	7,420.00	0.00	
	5. Waterproofing	1499		1,900.00	1,900.00	1,900.00	0.00	
	6. Panels & Trim	1499		10,057.00	10,057.00	10,057.00	0.00	
	7. Interior Trim	1499		6,552.00	6,552.00	6,552.00	0.00	
	8. Doors & Windows, Treatments	1499		15,953.00	15,953.00	15,953.00	0.00	
	9. Drywall & Insulation	1499		28,521.00	28,521.00	28,521.00	0.00	
	10. Flooring & Painting	1499		16,053.00	16,053.00	16,053.00	0.00	
	11. Bathroom accessories, cabinets & tops	1499		6,902.00	6,902.00	6,902.00	0.00	
	12. Plumbing	1499		31,456.00	31,456.00	31,456.00	0.00	
	13. HVAC	1499		19,072.00	19,072.00	19,072.00	0.00	
	14. Electrical	1499		20,701.00	20,701.00	20,701.00	0.00	
	15. Appliances	1499		2,496.00	2,496.00	2,496.00	0.00	
	SUBTOTAL			260,545.00	260,545.00	260,545.00	0.00	

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

PHA Name: Fayette County Housing Authority		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	
Laurel Estates	1. General Conditions	1499		138,607.00	138,607.00	138,607.00	37,558.00	
	2. Overhead	1499		49,052.00	49,052.00	49,052.00	5,898.00	
	3. Fee	1499		147,155.00	147,155.00	147,155.00	17,694.00	
	SUBTOTAL			334,814.00	334,814.00	334,814.00	61,150.00	
	TOTAL			2,611,705.00	2,611,705.00	2,611,705.00	227,758.00	
Laurel Estates Community Building	1. General Conditions	1499		15,633.00	15,633.00	15,633.00	0.00	
	2. Overhead	1499		5,524.00	5,524.00	5,524.00	0.00	
	3. Fee	1499		16,571.00	16,571.00	16,571.00	0.00	
	SUBTOTAL			37,728.00	37,728.00	37,728.00	0.00	
	TOTAL			298,273.00	298,273.00	298,273.00	0.00	

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

PHA Name: Fayette County Housing Authority		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	
Laurel Estates	Accounting and cost certification	1499		9,000.00	9,000.00	9,000.00	0.00	
	Architect/Engineer Fees	1499		367,851.00	367,851.00	367,851.00	17,243.15	
	Environmental Assessment, Testing & Clean-up	1499		1,500.00	1,500.00	1,500.00	0.00	
	Financing & Application Expense, Tax Credit	1499		57,601.00	57,601.00	57,601.00	0.00	
	Insurance, construction period	1499		39,951.00	39,951.00	39,951.00	0.00	
	Legal expense, developer & lender(s)	1499		90,000.00	90,000.00	90,000.00	0.00	
	Permits, construction & utility hookup	1499		30,789.00	30,789.00	30,789.00	0.00	
	Survey	1499		17,500.00	17,500.00	17,500.00	0.00	
	Title & recording fees	1499		56,187.00	56,187.00	56,187.00	0.00	
	Other contingency	1499		107,168.00	107,168.00	107,168.00	0.00	
	Other: community building furnishings	1499		56,000.00	56,000.00	56,000.00	0.00	
	SUBTOTAL			833,547.00	833,547.00	833,547.00	17,243.15	

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

PHA Name: Fayette County Housing Authority		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	
	Fees and Costs							
PHA Wide	CFFP Fees	1430		56,730.82	56,730.82	56,730.82	56,730.82	
	Subtotal 1430			56,730.82	56,730.82	56,730.82	56,730.82	
	Development Activities							
Lemon Wood Acres	Loan to Laurel Estates Housing L.P.	1499	56 new units	3,743,525.00	3,743,525.00	3,743,525.00	245,001.15	
PA015004	For development of Laurel Estates on Lemon Wood Acres property							
	Subtotal 1499			3,743,525.00	3,743,525.00	3,743,525.00	245,001.15	
	Collateralization or Debt Services							
PHA Wide	Reserve Deposit	1501		291,095.00	291,095.00	291,095.00	291,095.00	
PHA Wide	Capitalized Interest	1501		81,731.64	81,731.64	81,731.64	81,731.64	
	Subtotal 1501			372,826.64	372,826.64	372,826.64	372,826.64	
	<b>GRAND TOTAL</b>			4,173,082.46	4,173,082.46	4,173,082.46	674,558.61	



# COMMUNITY SERVICE/SELF SUFFICIENCY POLICY

## Fayette County Housing Authority

### A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease.

### B. Definitions

**Community Service** - volunteer work which includes, but is not limited to:

- Work at a local school, hospital, recreation center, senior center or child care center
- Work with youth or senior organizations
- Work at the Authority to help improve physical conditions
- Work at the Authority to help with children's programs
- Work at the Authority to help with senior programs
- Helping neighborhood groups with special projects
- Working through resident organization to help other residents with problems
- Caring for the children of other residents so they may volunteer

NOTE: **Political activity is excluded.**

**Self Sufficiency Activities** - activities that include, but are not limited to:

- College, university or vocational education
- Job training programs
- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Budgeting and credit counseling
- Any kind of class that helps a person toward economic independence
- Full time student status at any school, college or vocational school

**Exempt Adult** - an adult member of the family who

- Is 62 years of age or older
- Has a disability that prevents him/her from being gainfully employed
- Is the caretaker of a disabled person
- Is working at least 20 hours per week
- Is participating in a welfare to work program
- Is receiving assistance from TANF and is in compliance with job training and work activities requirements of the program.
- Is a full time student

### **C. Requirements of the Program**

1. The eight (8) hours per month may be either volunteer work or self sufficiency program activity or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
3. Activities must be performed within the community and not outside the jurisdictional area of the Authority.
4. Family obligations
  - At lease execution or re-examination after May 1, 2001, all adult members (18 or older) of a public housing resident family must
    - 1 provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
    - 2 sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in nonrenewal of their lease.
  - At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.
  - If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.
5. Change in exempt status:
  - If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.
  - If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

### **D. Authority obligations**

1. To the greatest extent possible and practicable, the Authority will
  - provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (*According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement*)
  - provide in-house opportunities for volunteer work or self sufficiency programs.
2. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution
3. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's

Grievance Procedure if they disagree with the Authority's determination.

4. Noncompliance of family member

- At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
- If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.
- If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.
- The family may use the Authority's Grievance Procedure to protest the lease termination.

## Attachment PA015A016

### Criteria for Substantial Deviations and Significant Amendments

Changes other than those specified will be undertaken by the PHA staff and reported in the Annual Plan

- Any change with regard to demolition or disposition, designation of housing, homeownership programs or conversion activities.
- Additions of non-emergency work items (items not included in the current Annual statement of Five Year Action Plan).
- Changes or rent or admissions policies or organization of the waiting list.

**Fayette County Housing Authority**  
**PET OWNERSHIP POLICY**

**A. Pet Rules**

The following rules shall apply for the keeping of pets by Residents living in the units operated by the Fayette County Housing Authority (FCHA). These rules do not apply to service or companion animals verified to be needed by a person with a documented disability.

1. Common household pets as authorized by this policy means a domesticated animals, such as cats, dogs, fish, birds, rodents (including rabbits) and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes.
2. Each resident family will be allowed to house only one (1) animal at any time. Visiting guests with pets will not be allowed.
3. Residents will register their pet with the FCHA **BEFORE** it is brought onto the FCHA premises, and will update the registration annually. The registration will include:
  - Information sufficient to identify the pet and to demonstrate that it is a common household pet and a picture;
  - A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law;
  - The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
  - The registration will be updated annually at the annual re-examination of Residents' income.
  - A statement indicating that the pet owner has read the pet rules and agrees to comply with them;
  - The FCHA may refuse to register a pet if:
    - a.) The pet is not a common household pet;
    - b.) The keeping of the pet would violate any applicable house pet rule;
    - c.) The pet owner fails to provide complete pet registration information;
    - d.) The pet owner fails annually to update the pet registration;
    - e.) The FCHA reasonably determines, based on the pet owners' habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;

f.) Financial ability to care for the pet will not be a reason for the FCHA to refuse to register a pet.

- The FCHA will notify the pet owner if the Authority refuses to register a pet. The notice will:
  - a.) State the reasons for refusing to register the pet;
  - b.) Be served on the pet owner in accordance with procedure outlined in paragraph B1 of this policy; and
  - c.) Be combined with a notice of a pet rule violation if appropriate.
- 4. Cats and dogs shall be limited to small breeds where total weight shall not exceed twenty (20) pounds and total height at the shoulder shall not exceed twelve (12) inches. The size limitations do not apply to service animals.
- 5. No chows, pit bulls, German police dogs, Dobermans, Rottweilers, presa canarios, or any other known fighter breed will be allowed on the premises.
- 6. All cat and dog pets shall be neutered or spayed, and verified by veterinarian, the cost to be paid by the owner. All cats will have to be declawed at the owner's expense. Pet owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination.
- 7. A non-refundable pet fee of \$100 per bedroom in the pet owner's unit shall be made to the FCHA. Such fee will be a one-time fee (per pet) and shall be used to help cover cost of damages to the unit caused by the pet.
  - Tenants with fish bowls or aquariums under 20 gallons will be exempted from the security fee as well as the number of animals allowed.
  - Tenants with small (under one pound) caged birds will be exempted from the security fee however only two birds will be allowed in any unit.
  - Snakes, rodents, reptiles or other accepted types of small pets **will not be exempted** from the pet fee requirement nor will the number of animals be waived.
- 8. Pets shall be quartered in the Residents unit.
- 9. Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside.
- 10. No doghouses will be allowed on the premises.
- 11. Each resident family will be allowed to house only one (1) animal at any time. Visiting guests with pets will not be allowed. Pets (dogs and cats) shall be allowed to run only on the owner's lawn and owners shall clean up after pet after each time the animal eliminates.

- Litter boxes are required for cats and are to be kept clean.
  - All animal waste must be placed in sealed plastic bags and disposed of in the dumpster (if available) outside the building in an approved garbage can with a lid. No animal waste shall be placed in the trash chutes.
  - Any tenant having a dog or cat shall obtain some kind of “scooper” to clean up after the pet outdoors, and is responsible for placing all waste in sealed plastic bags and depositing such material in the dumpster.
  - The tenant is required to take whatever action is necessary to insure that their pet does not bring any flea, tick or other pest into the building.
  - A fee of \$25.00 (Twenty Five Dollars) per occurrence, shall be charged to the tenant for the removal of pet waste from either the interior or exterior of the building by Authority personnel.
12. All County Ordinances concerning pets will be complied with.
  13. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner or other occupants of the FCHA in accordance with paragraph B3 below.
  14. Birds must be kept in regular birdcages and not allowed to fly throughout the unit.
  15. Dishes or containers for food and water will be located within the owner’s apartment. Food and/or table scraps, will not be deposited on the owners porches or yards.
  16. Residents will not feed or water stray animals or wild animals.
  17. Pets will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, etc.).
  18. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.
  19. No Housing Authority personnel will enter any apartment containing a dog or cat until the tenant has physical control of the animal.
  20. The tenant shall be responsible for the arranging for burial or other disposal, off the premises of pets in the event of the death of the pet. Under no circumstance will any pet be disposed of in Authority dumpsters or tenant owned garbage cans.

**B. Pet Violation Procedure**

1. **NOTICE OF PET RULE VIOLATION** When the FCHA determines on the basis of objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping

of pets, the FCHA will:

- Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or
  - serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;
2. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
  3. The notice must state that the pet owner has ten (10) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation, (the effective date of service is that day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted);
  4. The notice must state that the pet owner is entitled to be accompanied by another person on his or her choice at the meeting;
  5. The notice must state that the pet owners' failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owners' lease.
  6. **PET RULE VIOLATION MEETING:** If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the FCHA shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the FCHA agrees to a later date).
    - The FCHA and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an agreeable understanding.
    - The FCHA may, as a result of the meeting, give the pet owner additional time to correct the violation.
    - Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the FCHA's Resident file.
  7. **NOTICE OF PET REMOVAL:** If the pet owner and the FCHA are unable to resolve the pet rule violation at the pet rule violation meeting, or if the FCHA determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph 6 above (or at the meeting, if appropriate), requiring the pet owner to remove the pet. This notice must:
    - Contain a brief statement of the factual basis for the determination and

the pet rule or rules that have been violated;

- State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice or pet removal (or the meeting, if the notice is served at the meeting);
- State the failure to remove the pet may result in initiation of procedures to terminate the pet owners' residency.

8. **INITIATION OF PROCEDURE TO TERMINATE PET OWNERS**

**RESIDENCY:** The FCHA will not initiate procedure to terminate a pet owners' residency based on a pet rule violation unless:

- The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified in paragraph 3b above;
- The pet rule violation is sufficient to begin procedures to terminate the pet owners' residency under the terms of the lease and application regulations,
- Provisions of Resident's Lease, Section XIV: Termination of Lease will apply in all cases.

**C. Protection of the Pet**

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the FCHA may:

- Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
- If the responsible party or parties are unwilling or unable to care for the pet, the FCHA may contact the appropriate State or Local Authority (or designated agent of such Authority) and request the removal of the pet;
- If the FCHA is unable to contact the responsible parties despite reasonable efforts, action as outlined above will be followed; and
- If none of the above actions reap results, the FCHA may enter the pet owners' unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be borne by the pet owner.

**D. NUISANCE OR THREAT TO HEALTH OR SAFETY**

Nothing in this policy prohibits the FCHA or the Appropriate City Authority from requiring the removal of any pet from the FCHA property. If the pet's

conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety or other occupants of the FCHA property or of other persons in the community where the project is located.

**E. APPLICATION OF RULES**

1. Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the moral and financial obligation of the pet owner.
2. All pet rules apply to resident and/or resident's guests.

**Appendix I**  
**Pet Agreement**

1. Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.
2. Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in the FCHA's Pet Policy or this Agreement.
3. Pet Fee. The Pet Fee will be \$100 times the number of bedrooms in your unit for your current pet. The Pet Fee is a one-time, non-refundable charge.
  - If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.
  - This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs and replacement to, and fumigation of, the apartment.
4. Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
5. Description of Pet. You may keep only one pet as described below. The pet may not exceed twelve (12) inches in height at the shoulder and twenty (20) pounds in adult weight. You may not substitute other pets for this one without amending this agreement.

Pet's Name \_\_\_\_\_ Type \_\_\_\_\_  
Breed \_\_\_\_\_ Color \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_  
Housebroken? \_\_\_\_\_ City of License \_\_\_\_\_ License No. \_\_\_\_\_  
Date of last Rabies shot \_\_\_\_\_

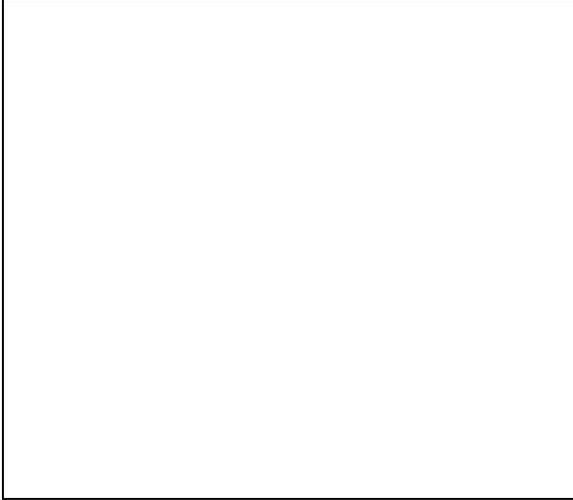
Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals

Name \_\_\_\_\_  
Address \_\_\_\_\_

Phone \_\_\_\_\_

**Appendix 2**  
**Pet Policy Certification**

Attach photo of Pet here



By \_\_\_\_\_

Title \_\_\_\_\_

Fayette County Housing Authority

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

I have read, fully understand and will abide by the rules and regulations contained in the Fayette County Housing Authority Pet Policy and in this Pet Agreement.

**Appendix 3**  
**Pet Policy Rules Violation Notice**

DATE: \_\_\_\_\_

-

TIME: (IF DELIVERED) \_\_\_\_\_ A.M. / P.M.

TO: \_\_\_\_\_

-

NAME OF RESIDENT: \_\_\_\_\_

-

STREET ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CITY, STATE, ZIP  
CODE \_\_\_\_\_

PET NAME OR TYPE: \_\_\_\_\_

This notice hereby informs you of the following pet rule violation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Factual Basis for Determination of Violation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As pet owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As pet owner you are entitled to be accompanied by another person of your choice at the meeting.

Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

\_\_\_\_\_  
Executive Director



# FAYETTE COUNTY HOUSING AUTHORITY

## Violence Against Women Act Policy (VAWA)

[Public Law 109-162 and Technical Amendments Public Law 109-271]

**APPROVED: Board of Directors – February 11, 2007**

**ACKNOWLEDGED: Department of HUD – February 28, 2007**

The Violence Against Women Act (VAWA) was enacted because of congressional findings which assert that “women and families across the Country are being discriminated against, denied access to, and even evicted from public and subsidized housing because of their status as victims of domestic violence”. The findings also note a strong link between domestic violence and homelessness, and found that abusers frequently manipulate finances in order to control their partners, so that victims often lack steady income, credit history, landlord references, and a current address, which would be necessary to obtain permanent housing. This causes the victim to return to the abuser because they cannot find permanent housing. Victims can be women, men, or children.

### A. PURPOSE

1. To reduce domestic violence, dating violence, sexual assault, and stalking;
2. To enhance victim safety and prevention;
3. To break the link between domestic violence and homelessness, and prevent homelessness for the victims of such acts;
4. To help victims obtain or maintain housing, and create long -term housing solutions for victims;
5. To protect victims who reside in the Public Housing and Section 8 Housing Programs of the Fayette County Housing Authority;
6. To build collaborations among victim service providers
7. To ensure victims have access to the criminal justice system without jeopardizing their housing;
8. To assist the Fayette County Housing Authority to respond appropriately to the violence while maintaining a safe environment for Housing Authority Employees, Public Housing Tenants, Section 8 Housing Participants, and Public Housing and Section 8 Housing Applicants,

This Policy will assist the Fayette County Housing Authority in providing rights under the Violence Against Women Act to its Public Housing and Section 8 Housing

Applicants, Public Housing Residents, Section 8 Housing Participants, and any other program participants.

## 2. MISSION STATEMENT

It is the Policy of the Fayette County Housing Authority to comply with the Violence Against Women Act (VAWA) [Public Law 109-162 and Technical Amendments Public Law 109-271]. The Fayette County Housing Authority will not discriminate against a Public Housing or Section 8 Applicant, Public Housing Resident, Section 8 Participants, and any other program participants on the basis of the rights or privileges provided under VAWA.

This Policy is incorporated into and made a part of the Fayette County Housing Authority's Admissions and Continued Occupancy Policy and the Section 8 Administrative Plan, and applies to all Housing Authority Programs.

## 3. DEFINITIONS

The definitions in this Section apply only to this Policy.

- A. Confidentiality:** Means that the Fayette County Housing Authority will not enter information provided to the Housing Authority into a shared database or provide this information to any related entity, except as specifically stated in Section 5 of this Policy.
- B. Dating Violence:** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, based on length of relationship, type of relationship, and frequency of interaction between the persons.
- C. Domestic Violence:** Felony or misdemeanor, crimes of violence committed by:
- a. Current or former spouse of the victim, or person similarly situated to a spouse of the victim;
  - b. Person with whom victim shares a child in common;
  - c. Person who is cohabitating with or has cohabitated with the victim; or
  - d. Any other person.
- D. Homeless, Homeless Individual, and Homeless Person:** A person who lacks a fixed, regular and adequate nighttime residence. Also includes:
- A person who is sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;

- A person living in a motel, hotel, trailer park, or campground due to lack of alternative adequate accommodations;
- A person living in emergency or transitional shelter;
- A person abandoned in a hospital;
- A person awaiting foster care placement; or
- A person who has a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings.

**E. Involuntary Displacement:** Occurs when a victim has vacated or will have to vacate their housing unit because of domestic violence, dating domestic violence, or stalking against the victim.

**F. Immediate Family Member:** A spouse, parent, brother, sister, or child of a victim or an individual to whom the victim stands in loco parentis (guardianship), or any other person living in the household of the victim and related to the victim by blood and marriage.

**G. Long-Term Housing:** Housing that is sustainable, accessible, affordable and safe for the foreseeable future which the person rents or owns, is subsidized by a voucher or other program as long as the person meets the eligibility requirements of the program, or is directly provided by the Fayette County Housing Authority and is not time limited and the person meets the eligibility requirements of the program.

**H. Perpetrator:** A person who commits an act of domestic violence, dating domestic violence, sexual assault, or stalking against a victim.

**I. Sexual Assault:** Causing another person to engage in a sexual act by threatening or placing that other person in fear, or someone who engages in a sexual act with another person if that person is incapable of appraising the nature of the conduct, or physically incapable of declining participation in, or communicating unwillingness to engage in the sexual act.

**J. Stalking:**

- To follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim;
- To place under surveillance with the intent to kill, injure, harass or intimidate the victim;
- In the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or
- To cause substantial emotional harm to the victim, a member of the immediate family of the victim, or the spouse or intimate partner of the victim.

## **5. CERTIFICATION AND CONFIDENTIALITY**

The person shall provide complete and accurate certifications to the Fayette County Housing Authority within 14 business days after the Housing Authority requests, in writing, that the person completes the certifications. If the person does not provide a complete and accurate certification within the 14 business days, the Housing Authority may take action to deny or terminate participation or tenancy.

The HUD-Approved Certification, Form HUD-50066 must be completed for each incident(s) that a person is claiming the abuse. The person shall certify the date, time and description of the incident(s), that the incident(s) are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator, including, but not limited to, the name and, if known, all alias names, date of birth, address, contact information such as postal address, telephone, or other information. A copy of Form HUD-50066 is attached hereto, and made a part hereof.

A person who is claiming victim status shall provide to the Fayette County Housing Authority documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking or the effects of the abuse, in which the professional attests to their belief that the incident(s) in question are bona fide incident(s) of abuse, or by a federal, state, or local police or court record.

### **CONFIDENTIALITY**

The Fayette County Housing Authority shall keep all information provided to the Housing Authority under this Section confidential. The Housing Authority shall not enter the information into a shared database or provide to any related entity except to the extent that:

- The victim requests or consents to the disclosure in writing;
- The disclosure is required for:
  1. Eviction from Public Housing;
  2. Termination of Section 8 Housing Assistance.
- The disclosure is required by applicable law.

## **6. APPROPRIATE BASIS FOR DENIAL OF ADMISSION, ASSISTANCE OR TENANCY**

- The Fayette County Housing Authority shall not deny participation or admission to a program on the basis of a person's victim status, if the person otherwise qualifies for admission or assistance.
- An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be a serious or repeated violation of the lease by victim, and shall not be good cause for denying to a victim admission to a program, terminating Section 8 assistance or occupancy rights, or evicting a tenant.
- Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of domestic violence, dating violence, sexual assault, or stalking.
- The Fayette County Housing Authority or Section 8 Landlord may bifurcate (split into two) a lease to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant.
- The Fayette County Housing Authority or Section 8 Landlord, when notified, shall honor a court order addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members when the family breaks up.
- The Fayette County Housing Authority or the Section 8 Landlord shall have the right to evict or terminate assistance to any tenant for any violation of lease nor premised on the act or acts of violence against the tenant or a member of the tenant's household. However, the Housing Authority or Section 8 Landlord may not hold a victim to a more stringent standard than any other tenant or tenant family.
- The Fayette County Housing Authority or the Section 8 Landlord shall have the right to evict or terminate assistance, or deny admission to a program if they can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing services to the property, or others if the tenant family is not evicted or terminated from assistance or denied admission.
- The Fayette County Housing Authority or the Section 8 Landlord shall have the right to deny admission, terminate assistance, or evict a person who engages in

criminal acts including, but not limited to, acts of physical violence of stalking against family members or others.

- A Section 8 recipient who moves out of an assisted dwelling unit to protect their health or safety and who is a victim under this Policy and reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit, and has otherwise complied with all other obligations of the Section 8 Housing Choice Voucher Program, may receive a voucher and move to another Section 8 jurisdiction.
- A Public Housing tenant who wants to transfer to protect their health or safety and who is a victim under this Policy and reasonably believes that he or she was imminently threatened by harm from further violence if he or she remains in the unit, and has otherwise complied with all other obligations of the Public Housing Program, may transfer to another Public Housing Unit, or may receive a Section 8 Housing Choice Voucher and moved either within Fayette County or to another Section 8 jurisdiction.

## **7. ACTIONS AGAINST A PERPETRATOR**

The Fayette County Housing Authority may evict, terminate assistance, deny admission to a program or trespass a perpetrator from its property under this Policy. The victim shall take action to control or prevent the domestic violence, dating violence, sexual assault, or stalking. The action may include, but is not limited to:

- Obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator;
- Obtaining and enforcing a defiant trespass against the perpetrator;
- Enforcing the Fayette County Housing Authority's or law enforcement's defiant trespass against the perpetrator;
- Preventing the delivery of the perpetrator's mail to the victim's unit;
- Providing identifying information about the perpetrator.

## **8. NOTICE TO APPLICANTS, TENANTS, AND SECTION 8 LANDLORDS**

The Fayette County Housing Authority shall provide notice to all applicants, participants, tenants, staff, and owners of their rights and responsibilities under this Policy.

## **9. PREFERENCES**

Families who are victims under VAWA will receive a preference in tenant selection in the Fayette County Housing Authority's Public Housing and Section 8 Housing Programs. Families who have been victims of domestic violence, dating violence, sexual assault, or stalking shall provide documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional

from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking or the effects of the abuse, in which the professional attest their belief that the incident(s) in question are bona fide incident(s) of abuse, or federal, state, or local police or court record to establish their victim status under this Policy.

**10. REPORTING REQUIREMENTS**

The Fayette County Housing Authority shall included in its Five-Year and Annual Plan a copy of the Violence Against Women Act Policy and refer to the goals and services or programs provided to help victims obtain or maintain housing and to prevent the abuse and enhance the safety of victims.

**11. CONFLICT AND SCOPE**

If this Policy conflicts with any applicable law, regulation, or ordinance, the law, regulation, or ordinance shall control.

**12. AMENDMENT**

This Policy may be amended when it is reasonably necessary to effectuate the Policy's intent, purpose, or interpretation. Any amendment to this Policy shall be approved by the Board of Directors of the Fayette County Housing Authority and submitted to the U. S. Department of Housing and Urban Development.

**ATTACHMENT TO VIOLENCE AGAINST WOMEN ACT POLICY  
APPROVED BY BOARD OF DIRECTORS ON FEBRUARY 11, 2007**

**Since the adoption of the Violence Against Women Act Policy (VAWA) on February 11, 2007 by the Board of Directors of the Fayette County Housing Authority, the Housing Authority has been working with the Domestic Violence Shelter, Chestnut Ridge Counseling, and Molchan & Associates, Inc., Counseling Services, all located in Uniontown, PA. In one instance, we even worked with the FBI in witness protection for a VAWA victim and her family.**

**When the Policy was initially adopted, a mass mailing was sent to all Public Housing and Section 8 Applicants, all Public Housing and Section 8 Tenants, and all Landlords of the Section 8 Program.**

**Since its inception, we have admitted 7 VAWA Applicants to the Public Housing Program and 10 VAWA Applicants to the Section 8 Housing Program.**

**All Applicants for the Public Housing and Section 8 Housing Programs are given a copy of the VAWA Provisions at the time they apply, and all Tenants are again given the VAWA information at Reexamination or Recertification time. The VAWA provisions are reviewed with the Section 8 Landlords at our quarterly Landlord Meetings.**

**The Housing Authority will continue to work with the social agencies in Fayette County to assist any victim of domestic violence, and advise them of their rights and options. Any VAWA Applicant admitted to the Section 8 Housing Program is given the option to port out of Fayette County, should they feel threatened by continuing to live in Fayette County. To date, we have had no one port out of the County, but have relocated to other areas of the County. We did, however, have one VAWA victim who moved here from the western part of the United States.**

**County-Wide Resident Council Meeting**  
**South Hill Terrace**  
**January 7, 2008**

**Meeting was called to order.**

**Roll Call of Officers:** John Hodge, President  
Jerome Thomas, Vice- President  
Mary Jo Manning, Secretary  
Mary Wertz, Treasurer

**Secretary Report:** No meeting was held last month, so there are no minutes to report.

**Treasurer Report:** Report was given.

**Old Business:** John Hodge thanked the county-wide Housing Authority for the big screen television and washer & dryer for Marshall Manor.

**Tenant Council Report:**

Scattered Sites: They need outside lights from 101 to 117.

White Swan: They would like to know why the stairwell doors are kept closed. Mr. Harkless stated that the stairwell is fire-proof and the fire department stated it is against the law to keep the doors unlocked. Physicians and nurses come to the facility and offer services such as blood pressure checks, to nail care, and answer questions regarding medications. A bake good and hoagie sale was conducted. Reverend Hatcher will be coming to the facility on Wednesday evenings for bible study.

South Hill Terrace: They had a Christmas party for the children and had a food bank.

Mulligan Manor: They had a Christmas party and have bingo two times a week.

Fort Mason Village: They had a Christmas party and a food bank.

**FCHA Staff Report:**

Dave Huston: There are seven contracts with the police department, with five already expired and two due to expire in June.

Dennis Barclay: He needs copies of the electric and water bills. This way they can see if there is a water leak.

Ed Kalix: He will be moving the tenants.

Phil Jones: If you are afraid to call the Fayette County Drug Task Force, call him and he will call them for you. His telephone number will be posted.

Jim Claar: No report.

Dede Cole: No report.

Mr. Harkless: In the next week or two, construction will be started on Laurel Estates.

Andre Walters: At the middle of January, a draft of the Five Year Plan will be available. Mr. Walters spoke with the Resident Advisory Board about the HOPE VI application that was submitted in 2007 and will know if we were approved by mid-March. Spoke on how the Housing Authority was doing a land swap with the Uniontown Hospital for the on-site component for the HOPE VI. Also, informed the RAB Board that construction has begun at the Laurel Estates mixed-finance development project. Also notified the tenants in the next two months, White Swan will be getting new water lines and fire security systems. The Housing Authority will also be doing 504 handicap accessibility work at Marshall Manor and also to make the patio accessible, Mulligan Manor 504 work, and Crossland Place 504 work. Mr. Walters spoke about energy performance contracting at all of the developments. When the energy audit is complete and approved by HUD, the Authority will begin to do upgrading for energy savings.

Mr. Walters stressed that it is important to get comments on all of these items from the RAB Board and residents at the developments. Mr. Walters said that you can e-mail, fax, or mail comments for review. He will be at the next RAB Board Meeting and will discuss the comments.

Next meeting will be at Bierer Wood Acres on February 11, 2008 at 12:30 p.m.

**Meeting Adjourned**

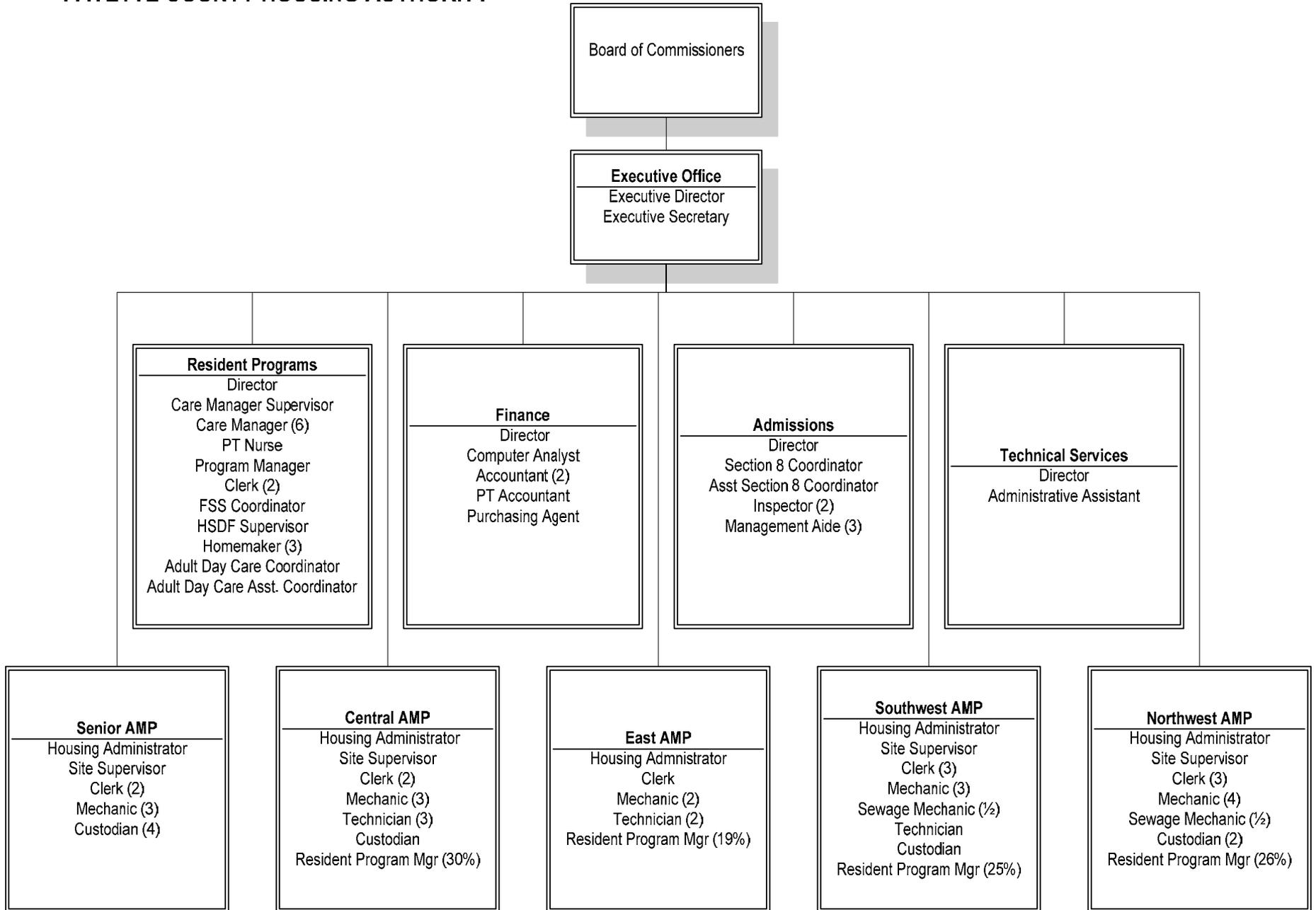
## **Resident Advisory Board Members**

Jerome Thomas – Scattered Sites  
Mary Wertz – South Hill Terrace  
John Hodge – Marshall Manor  
Mary Jo Manning- White Swan

## **Resident Board Member**

Nancy Sutton – Marshall Manor

# FAYETTE COUNTY HOUSING AUTHORITY



**FAYETTE COUNTY HOUSING AUTHORITY**

**PUBLIC HOUSING PROGRAM**

**ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY (ACOP)**

**APPROVED:**

<b>BOARD OF DIRECTORS:</b>	<b>February 14, 2008</b>
<b>SUBMITTED TO HUD:</b>	<b>March 25, 2008</b>

**RESOLUTION NO. 2008-02-01**

**RESOLUTION APPROVING REVISED  
ADMISSIONS AND CONTINUED OCCUPANCY POLICY  
FOR THE PUBLIC HOUSING PROGRAM  
OF THE FAYETTE COUNTY HOUSING AUTHORITY**

**WHEREAS, the Admissions and Continued Occupancy Policy for the Public Housing Program of the Fayette County Housing Authority had been last updated in 2004, and needed updated to incorporate new HUD Regulations, the Violence Against Women Act (VAWA) and the Revised Reasonable Accommodations Policy;**

**NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Fayette County Housing Authority hereby approves the Revised Admissions and Continued Occupancy Policy, incorporating the new HUD Regulations, the Violence Against Women Act (VAWA) and the Revised Reasonable Accommodation Policy; and**

**BE IT FURTHER RESOLVED that a copy of the Revised Admissions and Occupancy Policy be sent to the Pittsburgh Area Office of the U.S. Department of Housing and Urban Development.**

**ADOPTED BY BOARD OF DIRECTORS OF FAYETTE COUNTY  
HOUSING AUTHORITY AT THEIR REGULAR MONTHLY  
MEETING HELD ON THURSDAY, FEBRUARY 14, 2008.**

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**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**  
**GOVERNING HUD-AIDED PUBLIC HOUSING**  
**OPERATED BY THE FAYETTE COUNTY HOUSING AUTHORITY**

**CHAPTER 1**

**STATEMENT OF POLICIES AND OBJECTIVES**

**INTRODUCTION**

The Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Public Housing Program and the functions and responsibilities of the Fayette County Housing Authority Staff shall be in compliance with the PHA's Personnel Policy, the Union Agreements with the Construction, General Laborers and Material Handlers Local Union No. 1058 of Pittsburgh, Pennsylvania, and this Admissions and Continued Occupancy Policy. The administration of this PHA's Housing Program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and Local Laws, including Fair Housing Laws and Regulations also apply. Changes in applicable Federal Laws or Regulations shall supersede provisions in conflict with this Policy. Federal Regulations shall include those found in **Volume 24 CFR, Parts 1, 5, 8, 100 and 900-966 (Code of Federal Regulations)**.

**A. FAYETTE COUNTY HOUSING AUTHORITY MISSION STATEMENT**

It is the mission of the Fayette County Housing Authority to provide safe, decent and sanitary housing to low and very low income families, in an environment that fosters self-sufficiency and community pride.

The Fayette County Housing Authority is committed to building and maintaining affordable housing for the citizens in our communities. We seek to create safe neighborhoods by partnering with individuals and organizations to provide housing, education and employment opportunities for families of modest means to become self-sufficient and improve their quality of life. We shall serve our clients and all citizens with the highest level of professionalism, compassion and respect.

The Fayette County Housing Authority is dedicated to providing these communities with quality, affordable housing that is decent, well maintained and free from drugs and violent crime. We endeavor to provide livable communities that are made up of a diverse range of economic incomes so that the children of these communities have role models that are visibly striving to make economic gains for their families. We are committed to providing our residents with as many opportunities as possible to become economically self-sufficient. We shall do all of these things while serving our residents and neighboring citizens with the highest degree of

professional courtesy, empathy and respect.

The Fayette County Housing Authority is committed to providing quality, affordable housing, that is decent and safe, to eligible families in this community. We strive to make the best use of all available resources so that our residents may live in an environment that is clean, well maintained and attractive. Our goal is to manage our public housing units in a manner that is consistent with good, financially sound property management practices. By taking advantage of available community and government resources, we intend to provide our residents with as many opportunities for economic self-sufficiency as we can identify. We endeavor to instill pride and a desire for an enhanced quality of life for our residents and their families. We are committed to serving our residents and this entire community in a manner that demonstrates professional courtesy, respect and caring.

## **B. LOCAL OBJECTIVES**

This Admissions and Continued Occupancy Policy for the Public Housing Program is designed to demonstrate that the PHA is managing its Program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

- **To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level.**
- **To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and their families.**
- **To avoid concentrations of economically and socially deprived families in any one or all of the PHA's Public Housing Developments.**
- **To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to PHA Employees.**
- **To attempt to house a tenant body in each Development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the PHA's jurisdiction.**
- **To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.**
- **To facilitate the judicious management of the PHA Inventory, and the efficient management of the PHA Staff.**

- **To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Laws and Regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, handicap or familial status.**

### **C. PURPOSE OF THE POLICY**

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for the Public Housing Authority (PHA) Staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the PHA.

The PHA Board of Directors must approve the original Policy and any changes. The Department of Housing and Urban Development (HUD) will be provided with a copy of this Policy.

### **D. FAIR HOUSING POLICY**

It is the policy of the Housing Authority to comply fully with all Federal, State and Local Nondiscrimination Laws and with Rules and Regulations governing Fair Housing and Equal Opportunity in housing and employment. The PHA will comply with all laws relating to Civil Rights, including:

- **Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex (24 CFR Part 1).**
- **Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination.**
- **Executive Order 11063**
- **Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities.**
- **The Age Discrimination Act of 1975, which establishes certain rights of the elderly.**
- **Title II of the Americans with Disabilities Act of 1990 (ADA), which requires that the PHA provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. However, Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to the PHA's Housing Units.**

- **Any applicable State Laws or local ordinances AND**
- **Any legislation protecting individual rights of tenants, applicants or staff that may subsequently be enacted.**

The PHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the PHA's jurisdiction covered by a Contract for Annual Contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

Posters and housing information are displayed in locations throughout the PHA's Administrative Office and Property Managers' Offices in such a manner as to be easily readable from a wheelchair. Any location which is currently not 504 Compliant is scheduled for the necessary renovation as part of the PHA's Annual and Five Year Plan.

To further its commitment to full compliance with applicable Civil Rights Laws, the PHA will provide Federal/State/Local Information to Public Housing Residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the Resident Orientation Session.

The Fayette County Housing Authority's Administrative Office is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD Telephone Service Provider.

The PHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- Provide housing that is different from that provided to others;
- Subject a person to segregation or disparate treatment;
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- Treat a person differently in determining eligibility or other requirements for admission;
- Deny a person access to the same level of services.
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the Housing Program.

The PHA shall not automatically deny admission to otherwise qualified applicants because of their membership in a particular group or category to which negative behavior may be imputed (e.g., families with children born to unmarried parents, families whose head or spouse is a student, or elderly families with pets). Instead, each applicant who is a member of a particular group or category will be treated as an individual based on his or her attributes and behavior.

#### **E. SERVICE AND ACCOMMODATIONS POLICY**

It is the Policy of the Fayette County Housing Authority to provide courteous and efficient service to all applicants for housing assistance. In that regard, the PHA will endeavor to accommodate persons with disabilities, as well as those persons with language and literacy barriers.

This Policy is applicable to all situations described in this Admissions and Continued Occupancy Policy 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.

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.

The PHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on PHA forms and letters to all families, and all requests will be verified so that the PHA can properly accommodate the need presented by the disability.

When the PHA has initial contact with the applicant, the PHA Staff will ask whether the applicant requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: a qualified sign language interpreter provided for and paid for by the PHA; having written materials explained orally by Staff either in person or by telephone; provision of written materials in large/bold font; information on audiocassette; permitting applicants to file applications by mail; and, permitting alternative sites for the receipt of applications. In addition, the PHA's obligation to provide alternative forms of communication to persons with disabilities does not preclude an individual's right to have a friend, relative, or advocate accompany him/her for purposes of conducting business with the PHA.

#### **Federal Americans with Disabilities Act of 1990**

With respect to an individual, the term "disability," as defined by the 1990 Act means:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual; or
- A record of such impairment, or

- Being regarded as having such impairment.

The PHA will correct situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the PHA's Housing Programs and Non-Housing Programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988, there are requirements, optional actions and prohibitions.

### **Undue Hardship**

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for the PHA, meaning an action requiring "significant difficulty or expense."

In determining whether accommodation would create an undue hardship, the following guidelines will apply:

- The nature and cost of the accommodation needed;
- The overall current financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and
- The number of persons currently employed at such facility, the current number of families likely to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

### **Verification of a Request for Accommodation**

All requests for accommodation or modification of a unit will be verified with a health care provider, knowledgeable professional, or a reliable third party who is in a position to know about the individual's disability.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

The PHA will require verification from a health care provider, knowledgeable professional, or a reliable third party who is in a position to know about the individual's disability when a request for a home visit reexamination is submitted.

### **Reasonable Accommodation**

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All PHA mailings will be made available in an accessible format, upon request, as a reasonable accommodation.

## **Application Process**

For purposes of this Section, the Fayette County Housing Authority will make the following types of accommodations to persons with disabilities to facilitate the application process:

- **Permitting an authorized designee to participate in the application or reexamination process.**
- **Providing assisted listening devices, a certified sign language interpreter, a Braille interpreter or other to facilitate the application or certification process.**

## **Recertification by Mail**

The PHA will permit the family to submit annual and interim reexamination forms through the mail, when the PHA has determined that the request is necessary as a reasonable accommodation.

The mail-in packet will include notice to the family of the PHA's deadline for returning the completed forms to the PHA.

If there is more than one adult member in the household, but only one is disabled, reexaminations will not be processed through the mail. In such cases, the able adult family members will come in for the appointment and then take the necessary forms home to the member with a disability for completion and signature.

## **Home Visits**

When requested and where the need for reasonable accommodation has been established, the PHA will conduct home visits to residents to conduct annual and interim reexaminations.

Requests for home visit reexaminations must be received by the PHA at least 10 days before the scheduled appointment date in order for the request to be considered.

The PHA will consider home visit reexaminations which are requested after the scheduled appointment has been missed, according to the number of allowed rescheduled appointments noted in the Chapter on Reexaminations.

The PHA will not consider home visit reexaminations that are requested after the scheduled appointment has been missed.

## **Other Accommodations**

Facilities and programs used by residents will be accessible to a person in a wheelchair. Application and Management Offices, Hearing Rooms, Community Centers, Laundry Facilities, Crafts and Game Rooms, etc. (to the extent that the PHA has such facilities) will be usable by residents with a full range of disabilities. To the extent that the PHA offers such facilities, if not already accessible, some will be made so, subject to the undue financial and administrative burden test.

Documents used by applicants and residents will be accessible for those with vision or hearing impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible.

The Housing Authority utilizes organizations that provide assistance for hearing and sight-impaired persons when needed.

Families will be offered an accessible unit, upon request by the family, when an accessible unit is available.

The PHA will refer families who have persons with disabilities to agencies in the community that offer services to persons with disabilities.

#### **F. TRANSLATION OF DOCUMENTS**

Unless prohibited by Local Law, documents may be translated into languages other than English. The Housing Authority is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreter for the hearing impaired because the Fair Housing Law makes no such requirement). However, the PHA may consider providing translation of PHA Documents into another language upon request by an applicant or tenant. In determining whether it is feasible to translate documents into other languages, the PHA will consider the following factors:

- Number of families in Fayette County who do not speak English and speak another language.
- Estimated cost to the PHA per client of translation of English written documents into another 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 local organizations to provide translation services to non-English speaking families.

#### **G. LANGUAGE ASSISTANCE**

The Fayette County Housing Authority will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodation, and lease compliance. In writing materials for applicants and residents, the PHA Staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand.

Some applicants will not be able to read (or to read English), so the Tenant Selection Staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out.

The Fayette County Housing Authority will provide readers to assist persons with literacy barriers in completing the application and certification process.

At a minimum, the PHA will prepare information to be used by applicants and residents in plain-language accessible formats.

**H. PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS) OBJECTIVES**  
**[24 CFR 901 & 902]**

The Fayette County Housing Authority operates its Public Housing Program with efficiency and can demonstrate to HUD or independent 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 new Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901 and 902 final published regulations.

The PHA is continuously assessing its program and consistently strives to make improvements. The PHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. The PHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

**I. FAMILY OUTREACH**

The PHA will publicize and disseminate information to make known the availability of housing units and housing-related services for very low income families on a regular basis.

The PHA will communicate the status of housing availability to other service providers in the community. The PHA will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

The PHA will periodically publicize the availability and nature of housing assistance for very low income and low income families in a newspaper of general circulation and other suitable means.

**J. PRIVACY RIGHTS**

Applicants and participants, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

The PHA's policy regarding release of information is in accordance with State and Local Laws that may restrict the release of family information.

Any and all information that would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be submitted to the Director of Admissions and Assisted Housing and approved by the Section 504 Coordinator.

The PHA's practices and procedures are designed to safeguard the privacy of applicants and tenants.

Files will never be left unattended or placed in common areas.

PHA Staff will not discuss or access family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether he or she has relatives living in Public Housing. Inappropriate discussion of family information or improper disclosure of family information by Staff will result in disciplinary action.

#### **K. POSTING OF REQUIRED INFORMATION**

The PHA will maintain a Bulletin Board in a conspicuous area of the Lobby Area in the Administration Office and each Property Management Office that will contain:

- Admissions and Continued Occupancy Policy (ACOP)
- A Notice of where the PHA 5-year Plan and PHA Annual Plan are available
- Information on application taking
- Directory of the PHA's Housing Sites including names, address of offices and office hours at each facility.
- Income limits for Admission
- Current Schedule of Routine Maintenance Charges
- A copy of the Residential Dwelling Lease
- A copy of the Grievance Procedure
- A Fair Housing Poster
- An Equal Opportunity in Employment Poster
- Current Resident Notices at each Management Office
- Required Public Notices
- Schedule of Utility Allowances

The Bulletin Board Information will be consolidated in a Binder for use by those applicants or tenants confined to a wheelchair and cannot read the information on the Bulletin Board.

**L. TERMINOLOGY**

The Fayette County Housing Authority is referred to as "PHA" or "Housing Authority" or "HA" throughout this document.

"Family" is used interchangeably with "Applicant," "Resident" or "Participant" or and can refer to a single-person family.

"Tenant" is used to refer to participants in terms of their relation as a lessee to the PHA as the landlord.

"Landlord" refers to the PHA.

"Disability" is used where "handicap" was formerly used.

"Noncitizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

**See Glossary for other terminology.**

## Chapter 2

### FAIR HOUSING AND EQUAL OPPORTUNITY

#### INTRODUCTION

This Chapter explains the laws and HUD regulations requiring PHAs to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of the PHA's Public Housing Operations.

#### PART I: NONDISCRIMINATION

##### A. OVERVIEW

Federal laws require PHAs to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- **Title VI of the Civil Rights Act of 1964**
- **Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)**
- **Executive Order 11063**
- **Section 504 of the Rehabilitation Act of 1973**
- **The Age Discrimination Act of 1975**
- **Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)**
- **Violence Against Women Reauthorization Act of 2005 (VAWA)**
- **Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted**

When more than one civil rights law applies to a situation, the laws will be read and applied together.

##### B. NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as PHA policies, can prohibit discrimination against additional classes of people.

The PHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called "protected classes").

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The PHA will not discriminate on the basis of marital status or sexual orientation.

The PHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the public housing program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or tenant toward or away from a particular area based on any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class

### **Providing Information to Families**

The PHA must take steps to ensure that families are fully aware of all applicable civil rights laws. As part of the public housing orientation process, the PHA will provide information to public housing applicant families about civil rights requirements.

### **Discrimination Complaints**

If an applicant or tenant family believes that any family member has been discriminated against by the PHA, the family should advise the PHA. HUD requires the PHA to make every reasonable attempt to determine whether the applicant's or tenant family's assertions have merit and take any warranted corrective action.

Applicants or tenant families who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.

The PHA will attempt to remedy discrimination complaints made against the PHA.

The PHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

## **PART II: POLICIES RELATED TO PERSONS WITH DISABILITIES**

### **A. OVERVIEW**

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

The PHA must ensure that persons with disabilities have full access to the PHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the public housing program [24 CFR 8].

The PHA must provide a notice to each tenant that the tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the tenant can meet lease requirements or other requirements of tenancy [24 CFR 966.7(b)].

The PHA will ask all applicants and resident families if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the PHA, by including the following language:

**“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the Housing Authority.”**

A specific name and phone number will be indicated as the contact for requests for accommodation for persons with disabilities.

### **B. DEFINITION OF REASONABLE ACCOMMODATION**

A “reasonable accommodation” is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since policies and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. **[Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]**

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an “undue financial and administrative burden” for the PHA, or result in a “fundamental alteration” in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

#### **Types of Reasonable Accommodations**

When it is reasonable (see definition above), the PHA shall accommodate the needs of a person with disabilities. Examples include but are not limited to:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits

- Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability
- Modifying or altering a unit or physical system if such a modification or alteration is necessary to provide equal access to a person with a disability
- Installing a ramp into a dwelling or building
- Installing grab bars in a bathroom
- Installing visual fire alarms for hearing impaired persons
- Allowing a PHA-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit.
- Providing a designated handicapped-accessible parking space
- Allowing an assistance animal
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff
- Displaying posters and other housing information in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair

### **C. REQUEST FOR AN ACCOMMODATION**

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the PHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the person with the disability full access to the PHA's programs and services.

If the need for the accommodation is not readily apparent or known to the PHA, the family must explain the relationship between the requested accommodation and the disability.

The PHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the PHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

### **D. VERIFICATION OF DISABILITY**

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, the PHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's

access to the PHA's programs and services.

If a person's disability is obvious or otherwise known to the PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the PHA, the PHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the PHA will follow the verification policies provided in Chapter 7. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 16 (Program Administration). In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]
- The PHA must request only information that is necessary to evaluate the disability-related need for the accommodation. The PHA may not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.

**E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]**

The PHA must approve a request for an accommodation if the following three conditions are met.

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the PHA, or fundamentally alter the nature of the PHA's operations.

Requests for accommodations must be assessed on a case-by-case basis. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the PHA at the time of the request, the benefits that the accommodation would provide to the family, and the availability of alternative accommodations that would effectively meet the family's

disability-related needs.

Before making a determination whether to approve the request, the PHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the PHA may verify the need for the requested accommodation.

After a request for an accommodation is presented, the PHA will respond, in writing, within 10 business days.

If the PHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice will inform the family of the right to appeal the PHA's decision through an informal hearing (if applicable) or the grievance process (see Chapter 14).

If the PHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the PHA's operations), the PHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the public housing program and without imposing an undue financial and administrative burden.

If the PHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the PHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family. The notice will inform the family of the right to appeal the PHA's decision through an informal hearing (if applicable) or the grievance process (see **Chapter 14**).

#### **F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS**

HUD regulations require the PHA to take reasonable steps to ensure that persons with disabilities related to hearing and vision have reasonable access to the PHA's programs and services [**24 CFR 8.6**].

At the initial point of contact with each applicant, the PHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display/teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with PHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

## **G. PHYSICAL ACCESSIBILITY**

The PHA must comply with a variety of regulations pertaining to physical accessibility, including the following.

- **PIH 2002-01 (HA), Accessibility Notice**
- **Section 504 of the Rehabilitation Act of 1973**
- **The Americans with Disabilities Act of 1990**
- **The Architectural Barriers Act of 1968**
- **The Fair Housing Act of 1988**

The PHA's policies concerning physical accessibility must be readily available to applicants and resident families. They can be found in three key documents.

- This policy, the Admissions and Continued Occupancy Policy, describes the key policies that govern the PHA's responsibilities with regard to physical accessibility.
- Notice PIH 2002-01(HA) Accessibility Notice (which must be posted in the public housing offices in a conspicuous place) summarizes information about pertinent laws and implementing regulations related to non-discrimination and accessibility in federally-funded housing programs.
- The PHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the public housing program.

## **H. DENIAL OR TERMINATION OF ASSISTANCE**

A PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 966.7].

When applicants with disabilities are denied assistance, the notice of denial must inform them of their right to request an informal hearing [24 CFR 960.208(a)].

When a family's lease is terminated, the notice of termination must inform the family of their right to request a hearing in accordance with the PHA's grievance process [24 CFR 966.4(l)(3)(ii)].

When reviewing reasonable accommodation requests, the PHA must consider whether reasonable accommodation will allow the family to overcome the problem that led to the PHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation [24 CFR 966.7].

In addition, the PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing process [24 CFR 966.56(h)].

### **PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

#### **A. OVERVIEW**

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the Federal Register.

The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Admissions and Continued Occupancy Policy, LEP persons are public housing applicants and resident families, and parents and family members of applicants and resident families.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the public housing program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

#### **B. ORAL INTERPRETATION**

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the PHA will generally offer, or ensure that the family is offered through other sources, competent interpretation services free of charge to the LEP person.

The PHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents. Where feasible and possible, the PHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the

PHA. The interpreter may be a family member or friend.

### **C. WRITTEN TRANSLATION**

Translation is the replacement of a written text from one language into an equivalent written text in another language.

In order to comply with written-translation obligations, the PHA will take the following steps:

The PHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the PHA may not translate vital written materials, but will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

### **D. IMPLEMENTATION PLAN**

After completing the four-factor analysis and deciding what language assistance services are appropriate, the PHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the PHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the PHA's public housing program and services.

If it is determined that the PHA serves very few LEP persons, and the PHA has very limited resources, the PHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If the PHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

**EXHIBIT 2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3 and 100.201]**

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major live activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the public housing program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this definition of disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the public housing program, yet an accommodation is needed to provide equal opportunity.

## Chapter 3

### ELIGIBILITY

#### INTRODUCTION

The PHA is responsible for ensuring that every individual and family admitted to the public housing program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the PHA to confirm eligibility and determine the level of the family's assistance.

To be eligible for the public housing program:

- The applicant family must:
  - Qualify as a family as defined by HUD and the PHA.
  - Have income at or below HUD-specified income limits.
  - Qualify on the basis of citizenship or the eligible immigrant status of family members.
  - Provide social security number information for family members as required.
  - Consent to the PHA's collection and use of family information as provided for in PHA-provided consent forms.
- The PHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or the PHA.

#### PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

##### A. OVERVIEW

Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the public housing unit. This part provides information that is needed to correctly identify family and household members, and to apply HUD's eligibility rules.

##### B. FAMILY AND HOUSEHOLD [24 CFR 5.403 and HUD-50058 IB, p. 13]

The terms family and household have different meanings in the public housing program.

##### **Family**

To be eligible for admission, an applicant must qualify as a family. A family may be a single person or a group of persons. Family as defined by HUD includes a family with a child or children, two or more elderly or disabled persons living together, one or more elderly or disabled persons living with one or more live-in aides, or a single person. The PHA has the discretion to determine if any other group of persons qualifies as a family. A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or certify that each

individual's income and other resources will be available to meet the needs of the family. Each family must identify the individuals to be included in the family at the time of application, and must update this information if the family's composition changes.

### **Household**

Household is a broader term that includes additional people who, with the PHA's permission, live in a public housing unit, such as live-in aides, foster children, and foster adults.

## **C. FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY**

### **Family Breakup**

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will continue to be assisted.

If adult members of a family living in public housing leave the unit, they may only return to that unit one (1) additional time. If they leave the unit a second time, they may not return to that unit, but may make a new application and be housed if they are determined to be an eligible family.

If a court determines the disposition of property between members of the applicant or resident family in a divorce or separation decree, the PHA will abide by the court's determination. In the absence of a judicial decision or an agreement among the original family members, the PHA will determine which family retains their placement on the waiting list, or will continue in occupancy taking into consideration the following factors: (1) the interest of any minor children, including custody arrangements, (2) the interest of any ill, elderly, or disabled family members, (3) any possible risks to family members as a result of domestic violence or criminal activity, and (4) the recommendations of social service professionals.

### **Remaining Member of a Tenant Family [24 CFR 5.403]**

The HUD definition of family includes the remaining member of a tenant family, which is a member of a resident family who remains in the unit when other members of the family have left the unit [PH Occ GB, p. 26]. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only "remaining members of a tenant family" and there is no family member able to assume the responsibilities of the head of household, see **Chapter 6, Section B**, for the policy on "Caretakers for a Child."

## **D. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]**

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a cohead or spouse.

The family may designate any qualified family member as the head of household.

The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

#### **E. SPOUSE, COHEAD, AND OTHER ADULT**

A family may have a spouse or cohead, but not both [HUD-50058 IB, p. 13].

Spouse means the marriage partner of the head of household. A marriage partner includes the partner in a "common law" marriage as defined by state law. The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

A cohead is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one cohead. Minors who are emancipated under state law may be designated as a cohead.

Other adult means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults [HUD-50058 IB, p. 14].

#### **F. DEPENDENT [24 CFR 5.603]**

A dependent is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, cohead, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income as described in Chapter 6.

#### **Joint Custody of Dependents**

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family 51 percent or more of the time. When more than one applicant or assisted family (regardless of program) is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

#### **G. FULL-TIME STUDENT [24 CFR 5.603]**

A full-time student (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

Identifying each FTS is important because (1) each family member that is an FTS, other than the head, spouse, or cohead, qualifies the family for a dependent deduction and (2) the income of such an FTS is treated differently from the income of other family members.

## **H. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY**

### **Elderly Persons**

An elderly person is a person who is at least 62 years of age [24 CFR 5.100].

### **Near-Elderly Persons**

A near-elderly person is a person who is 50-61 years of age [24 CFR 945.105].

### **Elderly Family**

An elderly family is one in which the head, spouse, cohead, or sole member is an elderly person [24 CFR 5.403]. Identifying elderly families is important because these families qualify for special deductions from income as described in **Chapter 6** and may qualify for a particular type of development as noted in **Chapter 4**.

## **I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403]**

### **Persons with Disabilities**

Under the public housing program, special rules apply to persons with disabilities and to any family whose head, spouse, or cohead is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in **Exhibit 3-1** at the end of this chapter. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

As discussed in **Chapter 2**, the PHA must make all aspects of the public housing program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person's disability.

### **Disabled Family**

A disabled family is one in which the head, spouse, or cohead is a person with disabilities. Identifying disabled families is important because these families qualify for special deductions from income as described in **Chapter 6** and may qualify for a particular type of development as noted in **Chapter 4**.

Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent the PHA from denying admission for reasons related to alcohol and drug abuse following policies found in Part III of this chapter, or from enforcing the lease following the policies in **Chapter 13**.

## **J. GUESTS [24 CFR 5.100]**

A guest is defined as 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 lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near PHA premises [24 CFR 966.4(f)].

A resident family must notify the PHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 14 cumulative calendar days during any 12 month period. A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 51 percent of the time, are not subject to the time limitations of guest as described above.

Former residents who have been evicted are not permitted as overnight guests.

Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the lease.

#### **K. FOSTER CHILDREN AND FOSTER ADULTS**

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609(c)(2)].

The term foster child is not specifically defined by the regulations.

Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603 and HUD-50058 IB, pp. 13-14].

A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in **Section L**.

#### **L. ABSENT FAMILY MEMBERS**

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, and illness.

##### **Definitions of Temporarily and Permanently Absent**

Generally an individual who is or is expected to be absent from the public housing unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the public housing unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

## **Absent Students**

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

## **Absences Due to Placement in Foster Care [24 CFR 5.403]**

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

## **Absent Head, Spouse, or Cohead**

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

## **Individuals Confined for Medical Reasons**

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

If there is a question about the status of a family member, the PHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

## **Return of Permanently Absent Family Members**

The family must request PHA approval for the return of any adult family members that the PHA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed elsewhere in this chapter.

## **M. LIVE-IN AIDE**

Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

The PHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by a family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(c)(5)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional of the family's choosing, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request—subject to PHA verification—at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

The PHA has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval, if [24 CFR 966.4(d)(3)(i)]:

The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

The person has a history of 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..

Within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request, the PHA will notify the family of its decision in writing.

## **PART II: BASIC ELIGIBILITY CRITERIA**

### **A. INCOME ELIGIBILITY AND TARGETING**

#### **Income Limits**

HUD is required by law to set income limits that determine the eligibility of applicants for HUD's assisted housing programs, including the public housing program. The income limits are published annually and are based on HUD estimates of median family income in a particular area or county, with adjustments for family size.

#### **Types of Low-Income Families [24 CFR 5.603(b)]**

**Low-income family.** A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

**Very low-income family.** A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

**Extremely low-income family.** A family whose annual income does not exceed 30 percent of the median income for the area, adjusted for family size.

HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

#### **Using Income Limits for Eligibility [24 CFR 960.201]**

Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be a low-income family.

### Using Income Limits for Targeting [24 CFR 960.202(b)]

At least 40 percent of the families admitted to the PHA's public housing program during a PHA fiscal year from the PHA waiting list must be extremely low-income families. This is called the "basic targeting requirement".

For discussion of how income targeting is used in tenant selection, see **Chapter 4**.

### **B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5, Subpart E]**

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with the PHA's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

#### **Declaration [24 CFR 5.508]**

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, cohead, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

#### **U.S. Citizens and Nationals**

In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit the PHA to request additional documentation of their status, such as a passport.

Family members who declare citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

#### **Eligible Noncitizens**

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with PHA efforts to verify their immigration status as described in **Chapter 7**. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under **Section**

## **141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].**

### **Ineligible Noncitizens**

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status. The PHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

### **Mixed Families**

A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered mixed families. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. See **Chapter 6** for a discussion of how rents are prorated, and **Chapter 14** for a discussion of informal hearing procedures.

### **Ineligible Families [24 CFR 5.514(d), (e), and (f)]**

A PHA may elect to provide assistance to a family before the verification of the eligibility of the individual or one family member [24 CFR 5.512(b)]. Otherwise, no individual or family may be assisted prior to the affirmative establishment by the PHA that the individual or at least one family member is eligible [24 CFR 5.512(a)].

The PHA will not provide assistance to a family before the verification of at least one family member as a citizen, national, or eligible noncitizen.

When a PHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 business days of the determination.

The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with the PHA. The informal hearing with the PHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

Informal hearing procedures are contained in **Chapter 14**.

### **Timeframe for Determination of Citizenship Status [24 CFR 5.508(g)]**

For new occupants joining the resident family the PHA must verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first.

If an individual qualifies for a time extension for the submission of required documents, the PHA must grant such an extension for no more than 30 days [24 CFR 5.508(h)].

Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

The PHA will verify the status of applicants at the time other eligibility factors are determined.

**C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218]**

The applicant and all members of the applicant's household must provide documentation of a valid Social Security Number (SSN) or a certification stating that no SSN has been issued. If a household member who is required to execute a certification is less than 18 years old, the certification must be executed by the individual's parent or guardian [24 CFR 5.216(j)]. Assistance cannot be provided to a family until all SSN documentation requirements are met. A detailed discussion of acceptable documentation is provided in **Chapter 7**.

If a new member is added to the household, the new member's SSN documentation must be submitted at the family's next interim or regular reexamination, whichever comes first. If any member of the household obtains a previously undisclosed SSN, or has been assigned a new SSN, the documentation must be submitted at the family's next regularly scheduled reexamination.

The PHA must deny admission to an applicant family if they do not meet the SSN disclosure, documentation and verification, and certification requirements contained in 24 CFR 5.216.

**D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230]**

HUD requires each adult family member, and the head of household, spouse, or cohead, regardless of age, to sign form HUD-9886, Authorization for the Release of Information/ Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements.

The PHA must deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow the PHA to obtain information that the PHA has determined is necessary in administration of the public housing program [24 CFR 960.259(a) and (b)].

**PART III: DENIAL OF ADMISSION**

**A. OVERVIEW**

A family that does not meet the eligibility criteria discussed in Parts I and II, must be denied admission.

In addition, HUD requires or permits the PHA to deny admission based on certain types of current or past behaviors of family members as discussed in this part. The PHA's authority in this area is limited by the Violence against Women Reauthorization Act of 2005 (VAWA), which expressly prohibits the denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been the victim of domestic violence, dating violence, or stalking.

This part covers the following topics:

- Required denial of admission
- Other permitted reasons for denial of admission
- Screening
- Criteria for deciding to deny admission
- Prohibition against denial of admission to victims of domestic violence, dating violence, or stalking
- Notice of eligibility or denial

**B. REQUIRED DENIAL OF ADMISSION [24 CFR 960.204]**

PHAs are required to establish standards that prohibit admission of an applicant to the public housing program if they have engaged in certain criminal activity or if the PHA has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

Where the statute requires that the PHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, the PHA may choose to continue that prohibition for a longer period of time [24 CFR 960.203(c)(3)(ii)].

HUD requires the PHA to deny assistance in the following cases:

- Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. HUD permits but does not require the PHA to admit an otherwise-eligible family if the household member has completed a PHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g. the person involved in the criminal activity no longer lives in the household).
- The PHA will admit an otherwise-eligible family who was evicted from federally-assisted housing within the past 3 years for drug-related criminal activity, if the PHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the PHA, or the person who committed the crime is no longer living in the household.
- The PHA determines that any household member is currently engaged in the use of illegal drugs. Drug means a controlled substance as defined in **Section 102 of the Controlled Substances Act [21 U.S.C. 802]**. Currently engaged in the illegal use of a drug means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member [24 CFR 960.205(b)(1)].
- Currently engaged in is defined as any use of illegal drugs during the previous six months.
- The PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

- In determining reasonable cause, the PHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. The PHA will also consider evidence from treatment providers or community-based organizations providing services to household members.
- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program.

### **C. OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION**

HUD permits, but does not require the PHA to deny admission for the reasons discussed in this section.

#### **Criminal Activity [24 CFR 960.203 (b) and (c)]**

Under the Public Housing Assessment System (PHAS), PHAs that have adopted policies, implemented procedures and can document that they successfully screen out and deny admission to certain applicants with unfavorable criminal histories receive points.

The PHA is responsible for screening family behavior and suitability for tenancy. In doing so, the PHA may consider an applicant's history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants.

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied admission.

Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].

Criminal activity that may threaten the health, safety, or welfare of other tenants [24 CFR 960.203(c)(3)].

Criminal activity that may threaten the health or safety of PHA staff, contractors, subcontractors, or agents.

Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.

Evidence of such criminal activity includes, but is not limited to any record of convictions, arrests, or evictions for suspected drug-related or violent criminal activity of household members within the past 5 years. A conviction for such activity will be given more weight than an arrest or an eviction.

In making its decision to deny assistance, the PHA will consider the factors discussed in Sections E and F. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny assistance.

**Previous Behavior [960.203(c) and (d) and PH Occ GB, p. 48]**

HUD authorizes the PHA to deny admission based on relevant information pertaining to the family's previous behavior and suitability for tenancy.

In the event of the receipt of unfavorable information with respect to an applicant, the PHA must consider the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). As discussed in Section F, the PHA may also need to consider whether the cause of the unfavorable information may be that the applicant is the victim of domestic violence, dating violence, or stalking.

The PHA will deny admission to an applicant family if the PHA determines that the family:

- Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past five years
- Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past five years which may adversely affect the health, safety, or welfare of other tenants
- Has a pattern of eviction from housing or termination from residential programs within the past five years (considering relevant circumstances)
- Owes rent or other amounts to this or any other PHA or owner in connection with any assisted housing program
- Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent
- Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- Has engaged in or threatened violent or abusive behavior toward PHA personnel
- Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
- Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny admission, the PHA will consider the factors discussed in Sections E and F. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny admission.

The PHA will consider the existence of mitigating factors, such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.

## **D. SCREENING**

### **Screening for Eligibility**

PHAs are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the public housing program. This authority assists the PHA in complying with HUD requirements and PHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

The PHA may not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].

The PHA will perform criminal background checks through local law enforcement for all adult household members.

If the results of the criminal background check indicate there may have been past criminal activity, but the results are inconclusive, the PHA will fingerprint the applicant and send the fingerprints electronically to the Federal Bureau of Investigation (FBI).

PHAs are required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 960.204(a)(4)].

If the PHA proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission [24 CFR 5.903(f) and 5.905(d)].

### **Obtaining Information from Drug Treatment Facilities [24 CFR 960.205]**

HUD authorizes PHAs to request and obtain information from drug abuse treatment facilities concerning applicants. Specifically, the PHA may require each applicant to submit for all household members who are at least 18 years of age, and for each family head, spouse, or cohead regardless of age, one or more consent forms signed by such household members that requests any drug abuse treatment facility to inform the PHA whether the drug abuse treatment facility has reasonable cause to believe that the household member is currently engaging in illegal drug use.

Drug Abuse Treatment Facility means an entity that holds itself out as providing, and provides, diagnosis, treatment, or referral for treatment with respect to the illegal drug use, and is either an identified unit within a general care facility, or an entity other than a general medical care facility.

Currently engaging in illegal use of a drug means illegal use of a drug that occurred recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member.

Any consent form used for the purpose of obtaining information from a drug abuse treatment facility to determine whether a household member is currently engaging in illegal drug use must

expire automatically after the PHA has made a final decision to either approve or deny the admission of such person.

Any charges incurred by the PHA for information provided from a drug abuse treatment facility may not be passed on to the applicant or tenant.

If the PHA chooses to obtain such information from drug abuse treatment facilities, it must adopt and implement one of the two following policies:

The PHA must submit a request for information only for certain household members, whose criminal record indicates prior arrests or conviction for any criminal activity that may be a basis for denial of admission or whose prior tenancy records indicate that the proposed household member engaged in destruction of property or violent activity against another person, or they interfered with the right of peaceful enjoyment of the premises of other residents.

If the PHA chooses to obtain such information, it must abide by the HUD requirements for records management and confidentiality as described in **24 CFR 960.205(f)**.

The PHA will obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when the PHA has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program.

#### **Screening for Suitability as a Tenant [24 CFR 960.203(c)]**

The PHA is responsible for the screening and selection of families to occupy public housing units. The PHA may consider all relevant information. Screening is important to public housing communities and program integrity, and to ensure that assisted housing is provided to those families that will adhere to lease obligations.

The PHA will consider the family's history with respect to the following factors:

- Payment of rent and utilities
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Criminal activity that is a threat to the health, safety, or property of others
- Behavior of all household members as related to the grounds for denial as detailed in Sections B and C
- Compliance with any other essential conditions of tenancy
- Resources Used to Check Applicant Suitability [**PH Occ GB, pp. 47-56**]

PHAs have a variety of resources available to them for determination of the suitability of applicants. Generally, PHAs should reject applicants who have recent behavior that would warrant lease termination for a public housing resident.

In order to determine the suitability of applicants the PHA will examine applicant history for the past five years. Such background checks will include:

- Past Performance in Meeting Financial Obligations, Especially Rent

- PHA and landlord references for the past five years, gathering information about past performance meeting rental obligations such as rent payment record, late payment record, whether the PHA/landlord ever began or completed lease termination for non-payment, and whether utilities were ever disconnected in the unit. PHAs and landlords will be asked if they would rent to the applicant family again.
- Credit Check showing any delinquent amounts sent to a collection agency for electric and gas.
- If previous landlords do not respond to requests from the PHA, the applicant will provide a notarized statement demonstrating their compliance with providing all information on previous landlords. If the previous landlord is a subsidized agency, the PHA must receive the landlord reference.
- Disturbances of Neighbors, Destruction of Property or Living or Housekeeping Habits at Prior Residences that May Adversely Affect Health, Safety, or Welfare of Other Tenants, or Cause Damage to the Unit or the Development
- PHA and landlord references for the past five years, gathering information on whether the applicant kept a unit clean, safe and sanitary; whether they violated health or safety codes; whether any damage was done by the applicant to a current or previous unit or the development, and, if so, how much the repair of the damage cost; whether the applicant's housekeeping caused insect or rodent infestation; and whether the neighbors complained about the applicant or whether the police were ever called because of disturbances.

#### **E. CRITERIA FOR DECIDING TO DENY ADMISSION**

##### **Evidence**

The PHA will use the concept of the preponderance of the evidence as the standard for making all admission decisions.

Preponderance of the 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. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

##### **Consideration of Circumstances [24 CFR 960.203(c)(3) and (d)]**

HUD authorizes the PHA to consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in the situations for which denial of admission is mandated (see Section B).

In the event the PHA receives unfavorable information with respect to an applicant, consideration must be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with its policies, PHAs may give consideration to factors which might indicate a reasonable probability of favorable future conduct.

The PHA will consider the following factors prior to making its decision:

- The seriousness of the case, especially with respect to how it would affect other residents

- The effects that denial of admission may have on other members of the family who were not involved in the action or failure
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in Section F) a victim of domestic violence, dating violence, or stalking.
- The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future
- Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

The PHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

**Removal of a Family Member's Name from the Application [24 CFR 960.203(c)(3)(i)]**

HUD permits PHAs to impose as a condition of admission, a requirement that family members who participated in or were culpable for an action or failure to act which warrants denial of admission, to not reside in the unit.

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit.

After admission to the program, the family must present evidence of the former family member's current address upon PHA request.

**Reasonable Accommodation [PH Occ GB, pp. 58-60]**

If the family includes a person with disabilities, the PHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with **24 CFR Part 8**.

If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, the PHA will determine whether the behavior is related to the disability. If so, upon the family's request, the PHA will determine whether alternative measures are appropriate as a reasonable accommodation. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission. See Chapter 2 for a discussion of reasonable accommodation.

**F. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [Pub.L. 109-162]**

The Violence against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. Specifically, **Section 607(2) of VAWA**

adds the following provision to Section 6 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the public housing program:

Every contract for contributions shall provide that . . . the public housing agency shall not deny admission to the project to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission, and that nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

### **Definitions**

As used in VAWA:

- 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 cohabitating with or has cohabitated 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.
- The term dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship
  - The type of relationship
  - The frequency of interaction between the persons involved in the relationship. The term stalking means:
- The term stalking means:
  - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
  - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
  - In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.
- The term immediate family member means, with respect to a person
  - A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
  - Any other person living in the household of that person and related to that person by blood and marriage.

### **Eligibility for Admission**

In order to qualify for the VAWA Preference for Public Housing, the applicant must provide the following forms:

- A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking (Form HUD- 50066); **AND**

One of the following:

- A police or court record documenting the actual or threatened abuse
- A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

### **PHA Confidentiality Requirements**

All information provided to the PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

### **G. NOTICE OF ELIGIBILITY OR DENIAL**

The PHA will notify an applicant family of its final determination of eligibility in accordance with the policies in Section E.

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, the PHA will notify the family in writing requesting a copy of the Disposition of Charges in question within ten (10) business days, and also given the right to an Informal Review. They will also be given the opportunity to review their criminal record to dispute the accuracy and relevance of the information. If the family does not provide the Disposition of Charges within the ten (10) day period, their application will be withdrawn. hearing process.

Notice requirements related to denying admission to noncitizens are contained in Section B.

Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, or stalking are contained in Section F.

## EXHIBIT 3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES

### Person with Disabilities [24 CFR 5.403]

The term person with disabilities means a person who has any of the following types of conditions.

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:

Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months

In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C.15002(8)], which defines developmental disability in functional terms as follows:
  - A. **IN GENERAL** – The term developmental disability means a severe, chronic disability of an individual that-
    - (i) is attributable to a mental or physical impairment or combination of mental and physical impairments;
    - (ii) is manifested before the individual attains age 22;
    - (iii) is likely to continue indefinitely;
    - (iv) results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) self-care, (II) receptive and expressive language, (III) learning, (IV) mobility, (V) self-direction, (VI) capacity for independent living, (VII) economic self-sufficiency; and
    - (v) reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.
  - B. **INFANTS AND YOUNG CHILDREN** – An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.
- 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 the ability to live independently could be improved by more suitable

housing conditions. People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

### **Individual with Handicaps [24 CFR 8.3]**

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

- (1) Physical or mental impairment includes:
  - (a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine
  - (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- (2) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (3) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- (4) Is regarded as having an impairment means:
  - (a) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation
  - (b) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment
  - (c) Has none of the impairments defined in paragraph (a) of this Section but is treated by a recipient as having such an impairment

## CHAPTER 4

### APPLYING FOR ADMISSION, TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.203, 960.204, 960.205, 960.206]

#### **INTRODUCTION**

The Policy of the Fayette County Housing Authority is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list(s), 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 to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list(s) in accordance with this Policy.

It is also the Fayette County Housing Authority's Policy that each applicant shall be assigned an appropriate place on the Site-Based Waiting List(s) for the Developments in which the applicant wishes to reside.

#### **A. HOW TO APPLY**

Families who wish to apply for any of the PHA's Programs must complete a written application form when application-taking is open.

Applications will be made available in an accessible format upon request from a person with a disability. Persons with disabilities may call the PHA to receive an application through the mail or make other arrangements to complete their application.

Applications will be mailed to interested families upon request. However, it will be necessary for the family to come into the Tenant Selection Department to have the application reviewed and finalized for processing.

Applications will be accepted at the Admissions Office of the Fayette County Housing Authority (Tenant Selection Department), 624 Pittsburgh Road, Uniontown, Pennsylvania 15401. In addition, applications will also be accepted at any of the individual Housing Developments located throughout Fayette County. Translation will be provided for non-English speaking applicants.

Since the PHA has Site-Based Waiting Lists, the applicants may choose which Site-Based Waiting List they wish to be placed on. Applicants may apply directly at or otherwise designate

the Development(s) in which they wish to reside. Applicants are given the choice of up to three (3) sites at initial application intake.

**B. COMPLETION OF A FULL APPLICATION**

The application will contain questions designed to obtain the following information:

- Names of head and spouse**
- Names of adult members and age of all members**
- Number of family members (used to estimate bedroom size needed)**
- Street address and phone numbers**
- Mailing address (if PO Box or other permanent address)**
- Source(s) of income received by household members**
- Information regarding request for reasonable accommodation or for accessible unit**
- Social Security Numbers**
- Race/ethnicity**
- Arrests/Convictions for Drug Related or Violent Criminal Activity**
- Previous address(es)**
- Names and addresses of current and previous landlords**
- Additional contact person and phone number**
- Questions regarding previous participation in HUD programs**

Applications will be taken in person and data will be entered into the computer.

All adult members, 18 years of age and older, the head of household and spouse, regardless of age, must sign Form HUD-9886, "Release of Information", 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 that is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and releases as required by the PHA.

Information provided by the applicant must be verified, including information related to family composition, income, allowances, and deductions, assets, eligible immigration status, full-time student status and other factors related to preferences, eligibility and rent calculation.

If the PHA determines that additional information or documents are needed, the PHA will request the documents or information in writing. The family will be given 10 working days to supply the information.

Applicants are requested to inform the PHA in writing of changes in family composition, income, and address. Applicants are also required to respond to requests from the PHA to update information on their application, or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings will result in the applicant being notified

of denial for assistance and removed from the Waiting List(s). (See **Chapter on Complaints, Grievances and Appeals.**)

**C. FINAL DETERMINATION AND NOTIFICATION OF APPLICANT STATUS**

After the verification process is completed, the Fayette County Housing Authority 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 tenant suitability determination (See **Chapter on Eligibility for Admission**).

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

The household is not actually offered a unit until the final determination has been made, even though they may have been preliminarily determined eligible and placed on the Waiting List(s).

Any time during the determination process, applicants must report any changes in family status, including income, family composition, and address, in writing, within ten (10) business days of the change. If the family does not report the change within the required time frame, the family's application will be withdrawn.

If the family is determined to be eligible 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).

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 Hearing.

Persons with disabilities may request to have an advocate attend the Informal Hearing as an accommodation. See **Chapter on "Complaints, Grievances and Appeals."**

**SEE FAYETTE COUNTY HOUSING AUTHORITY APPLICATION FOR HOUSING ATTACHED AND MADE A PART OF THIS CHAPTER.**

Applicants will be listed in sequence based upon:

- Date and time the application is received,

In filling an actual or expected vacancy, the PHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing deconcentration of poverty and income-mixing objectives. The PHA will offer the unit until it is accepted. This Chapter describes the PHA's policies with regard to the number of unit offers that will be made to applicants selected from the Waiting List(s).

## **PHA's Objectives**

The Policies of the Fayette County Housing Authority will be followed consistently and will affirmatively further HUD's fair housing goals.

It is the PHA's objective to ensure that families are placed in the proper order on the Waiting List(s) so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This Chapter explains the policies for the management of the Waiting List(s).

By maintaining accurate Waiting List(s), the PHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner.

### **D. MANAGEMENT OF THE WAITING LIST(S)**

The PHA will administer its Waiting List(s) as required by **24 CFR Part 5, Part 945 and Part 960, Subparts A and B**. The Waiting List(s) will be maintained in accordance with the following guidelines:

- The application will be the permanent file.

All applicants in the pool will be maintained in the order of date and time of application.

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

### **Opening and Closing the Waiting List(s)**

The Fayette County Housing Authority, at its discretion, may restrict application intake and close Waiting List(s) in whole or in part.

The decision to close the Waiting List(s) will be based on the number of applications available for a particular size and type of unit, and the ability of the PHA to house an applicant in an appropriate unit within a reasonable period of time.

When the PHA opens the Waiting List(s), the PHA will advertise through public notice in a newspaper of local circulation.

To reach persons with disabilities, the PHA will provide separate notice to local organizations representing the interests and needs of the disabled.

The notice will contain:

The dates, times, and the locations where families may apply.

Any system of Site-Based Waiting List offered by the PHA.

The Programs for which applications will be taken.

A brief description of the Program.

A statement that Section 8 Participants must submit a separate application if they want to apply for Public Housing.

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.

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

The Waiting List(s) may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

During the period when the Waiting List(s) are closed, the PHA will not maintain a list of individuals who wish to be notified when the Waiting List(s) are open.

The open period shall be long enough to achieve Waiting List(s) adequate to cover projected turnover over the next 12 months. The PHA will give at least 30 days' notice prior to closing the Waiting List(s). When the period for accepting applications is over, the PHA will add the new applicants to the list by:

**Unit size, site(s), and date and time of application receipt.**

The PHA will update the Waiting List(s) at least annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, the PHA will advise families of their responsibility to notify the PHA when mailing address or telephone numbers change.

**Reopening the List(s)**

If the Waiting List(s) are closed and the PHA decides to open the Waiting List(s), the PHA will publicly announce the opening.

Any reopening of the Waiting List(s) is done in accordance with the HUD requirements.

**Limits on Who May Apply**

When the Waiting List(s) are open:

Any family asking to be placed on the Waiting List(s) for Public Housing Rental Assistance will be given the opportunity to complete an application.

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(s).

### **Multiple Families in Same Household**

When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they would be told to apply as two (2) separate families, unless the parents require care from their child, they would be treated as a family unit, and this request would be treated as a reasonable accommodation.

### **E. SITE BASED WAITING LISTS**

The Fayette County Housing Authority offers a system of Site-Based Waiting Lists.

Applicants will be given an opportunity to list up to three developments with Site-Based Waiting Lists where they would accept a unit offer or to opt for the "first available" unit offer. Applicants may apply directly at or otherwise designate the development or developments in which they wish to reside.

When there are insufficient applicants on a Site-Based Waiting List, the PHA will contact applicants on other Site-Based Waiting Lists who may qualify for the type of housing with insufficient applicants. "**Insufficient applicants**" on a List will be defined as not enough families to fill vacancies for at least six (6) months, based on anticipated turnover at the development. A refusal of a unit on a Site-Based Waiting List other than that selected by the applicant will not constitute that applicant being moved to the bottom of the Waiting List(s) for which they applied.

Every reasonable action will be taken by the PHA to assure that applicants can make informed choices regarding the Development(s) in which they wish to reside. The PHA will disclose information to applicants regarding the location of available sites, occupancy number and size of accessible units. The PHA will also include basic information relative to amenities such as day care, security, transportation, training programs, and an estimate of the period of time the applicant will likely have to wait to be admitted to units of different types.

### **Monitoring Site-Based Waiting Lists**

The System of Site-Based Waiting Lists will be carefully monitored to assure that civil rights and fair housing are affirmatively furthered.

The PHA's adoption of Site-Based Waiting Lists is not in violation of any court order or

settlement agreement, and is not inconsistent with any pending complaint brought by HUD.

The PHA will at least every three years use independent testers or other means satisfactory to HUD to assure that the Site-Based Waiting List(s) are not being implemented in a discriminatory manner, and that no patterns or practices of discrimination exist. The PHA will take immediate steps to remedy any problems.

The PHA will provide results of any such test or review to HUD.

The PHA will assess changes in racial, ethnic or disability-related tenant composition at each PHA site that has occurred during the implementation of the Site-Based Waiting List(s).

The PHA has established Site-Based Waiting Lists for the following properties:

- **PA-15-1, Bierer Wood Acres, Uniontown, PA**
- **PA-15-2, Crossland Place, Uniontown, PA**
- **PA-15-3, Gibson Terrace, Connellsville, PA**
- **PA-15-5, South Hill Terrace, Brownsville, PA**
- **PA-15-6, Fort Mason Village, Masontown, PA**
- **PA-15-8, Marion Villa, Belle Vernon, PA**
- **PA-15-9, Snowden Terrace, Brownsville, PA**
- **PA-15-10, East View Terrace, Uniontown, PA**
- **PA-15-11, Mulligan Manor, Brownsville, PA**
- **PA-15-12, White Swan Apartments, Uniontown, PA**
- **PA-15-13, Marshall Manor, Uniontown, PA**
- **PA-15-15, Clarence Hess Terrace, Masontown, PA**
- **PA-15-16, Belle Vernon Apartments, Belle Vernon, PA**
- **PA-15-17, Sembower Terrace, Uniontown, PA**
- **PA-15-19, Sheldon Avenue and Christy Lane, Fairchance, PA**
- **PA-15-22, Uniontown Scattered Sites, Uniontown, PA**
- **PA-15-24, Lemont Heights, Lemont Furnace, PA**

- PA-15-26, Outcrop I, Smithfield, PA
- PA-15-31, Outcrop II, Smithfield, PA

**F. WAITING LIST PREFERENCES**

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet the PHA's Selection Criteria as defined in this policy.

The PHA's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in public housing. When such matching is required or permitted by current law, the PHA will give preference to qualified families.

Families who reach the top of the Waiting List(s) will be contacted by the PHA to verify their preference.

Among applicants with equal preference status, the Waiting List(s) will be organized by date and time of application.

**Local Preferences**

Local Preferences will be used to select among applicants on the Waiting List(s). If the Local Preferences are changed, a Public Notice with opportunity for public comment will be sent before the PHA adopts any local preference.

**The PHA uses the following Local Preferences:**

- Date and time of receipt of a completed application.
- Families with Incomes Needed to Achieve Deconcentration of Poverty and Income-Mixing.
- Residency Preference for families who live, work, or have been hired to work, or who are attending school or a training program in Fayette County.

In the Local Preference based on ranges of incomes, the applicants will be grouped as follows:

- **Tier I:** Families with incomes between 0% and 30% of area median income (**This Group MUST constitute at least 40% of all admissions in any year**).
- **Tier II:** Families with incomes between 31% and 80% of area median income (**The target for this group is 60% of all admissions in any year**).

### **Ranking Preference**

There are two (2) possible Ranking Preferences in effect: First, is the **Displacement Preference**, and second, is the **Upward Mobility Preference**. The PHA defines **Displacement Preference** to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, displaced, through no fault of their own, by governmental action, or displaced by domestic violence. These sub-categories are equal.

The PHA defines **Upward Mobility** to include applicants with adult members who can document that they are employed or involved in job training, including job training undertaken as a requirement of persons receiving Temporary Assistance to Needy Families (TANF). Persons who cannot work because of age or disability also qualify for this Ranking Preference. These sub-categories are equal.’

### **Designated Housing**

The Preference System will be used to match the characteristics of the family to the type of unit available, including Developments with HUD-Approved Designation Populations. The ability to provide Preferences for some family types will depend on unit size available.

### **Projects Designated for the Elderly:**

The following Developments have a HUD-Approved Designation Plan:

- **PA-15-5, South Hill Terrace, Brownsville, PA – Units 102 through 114, 116 through 118, 120, and 121**
- **PA-15-10, East View Terrace, Uniontown, PA – Units 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, and 90 Mifflin Avenue**
- **PA-15-11, Mulligan Manor, Brownsville, PA**
- **PA-15-12, White Swan Apartments, Uniontown, PA**
- **PA-15-13, Marshall Manor, Uniontown, PA**
- **PA-15-15, Clarence Hess Terrace, Masontown, PA – Units 109, 111, 113, 118, 120, 122, 124, 126, 128, 130, and 132 Main Street**
  - **PA-15-16, Belle Vernon Apartments, Belle Vernon, PA**

Elderly Families will receive a priority for admission to the above Units and Buildings covered by the HUD-Approved Designation Plan. When there are insufficient elderly families, near-elderly families will receive a priority for these Units. Only elderly and near-elderly can live in

the Designated Elderly Units and Buildings. No other type of family is eligible for admission to a designated Elderly Development.

### **Projects Designated for Disabled Families**

Disabled families will receive a priority for admission to Units or Buildings covered by a HUD-Approved Designation Plan.

### **Treatment of Single Applicants**

Single applicants will be treated as any other eligible family on the PHA waiting list.

### **General Occupancy Projects**

The PHA has established the following Local Admissions Preferences for general occupancy of Family Developments:

- Families of Federally Declared Disasters.
- Victims of Violence Against Women Act (VAWA)
- Applicants for whom a law enforcement agency is seeking housing as an accommodation for its witness protection program.
- Date and time of receipt of a completed application.

The first three Local Admissions Preferences are of equal weight.

### **The PHA has established the following system to apply Local Preferences:**

- The PHA will give a Preference to families that include persons with disabilities who can benefit from a unit's features. First Preference will be given to the existing tenant families seeking a Transfer and Second Preference will be given to applicant families.

### **G. ORDER OF SELECTION FOR MIXED POPULATION DEVELOPMENTS**

A mixed population project is a public housing project, or portion of a project that was reserved for elderly families and disabled families at its inception (and has retained that character).

In accordance with the 1992 Housing Act, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. All other PHA preferences will be applied.

The PHA has established the following local admissions preferences for Mixed Population

developments. As per HUD Regulations, equal preference must be given to Elderly Families and Disabled Families.

#### **H. VERIFICATION OF PREFERENCE QUALIFICATION**

The PHA will verify all preference claims at the time they are made.

The PHA will reverify a preference claim, if the PHA feels the family's circumstances have changed, at time of selection from the Waiting List(s).

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the Waiting List(s) and ranked without the Local Preference and given an opportunity for a review.

If at the time the family applied, the preference claim was the only reason for placement of the family on the Waiting List(s) and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the Waiting List(s).

#### **Change in Circumstances**

Changes in an applicant's circumstances while on the Waiting List(s) 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, s/he will be placed on the Waiting List(s) in the proper order of their newly-claimed preference.

#### **I. PREFERENCE DENIAL**

If the PHA denies a preference, the applicant will be placed on the Waiting List(s) without benefit of the preference.

The PHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an Informal Review. The applicant will have 10 working days to request the meeting in writing. 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(s) without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

Any applicant who falsifies documents or makes false statements in order to qualify for any preference will be removed from the Waiting List(s) with notification to the family.

#### **J. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS**

Before applying its preference system, the PHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, deconcentration or income mixing, income targeting, or units in housing designated for

the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

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

#### **K. INCOME TARGETING**

The PHA will monitor its admissions to ensure that at least 40 percent of families admitted to Public Housing in each fiscal year shall have incomes that do not exceed 30% of area median income of the PHA's jurisdiction.

Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "extremely low income families."

The PHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA by admitting less than 40 percent of "extremely low income families" to public housing in a fiscal year, to the extent that admissions of extremely low income families to the PHA's voucher program during a PHA fiscal year exceeds the 75 percent minimum targeting requirement for the PHA's Section 8 Voucher Program. This fungibility provision discretion by the PHA is also reflected in the PHA's Administrative Plan.

The fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely low income families by the lowest of the following amounts:

The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or

The number of public housing units that 1) are in public housing projects located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

**The Fungibility Floor:** Regardless of the above two amounts, in a fiscal year, at least 30% of the PHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the PHA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

Fungibility shall only be utilized if the PHA is anticipated to fall short of its 40% goal for new admissions to Public Housing.

#### **Low Income Family Admissions**

The PHA will admit only families whose incomes do not exceed 80% of the HUD approved area

median income.

**L. UNITS DESIGNATED FOR THE ELDERLY**

In accordance with the 1992 Housing Act, elderly families with a head, spouse or sole member at least 62 years of age will receive a preference for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units which are accessible, which may be offered to persons with disabilities.

The PHA's Project Designation Plan is outlined on Pages 4-6 and 4-7 of this Chapter.

**Procedure to Be Used When There Are Insufficient Applicants on the List**

Where the PHA anticipates that there are insufficient elderly or near-elderly families on the Waiting List(s) for these units, the PHA will notify local senior service centers and local media sources aimed at the elderly to recruit elderly families for the Waiting List(s) for these projects.

When there are no elderly applicants from other sites interested in the elderly-designated development, after conducting outreach, near-elderly applicants who are 50-61 years of age can be admitted to the elderly-designated development. If there are no near-elderly applicants on the list, the development housing management staff will contact near-elderly applicants on other development lists to determine interest and add to their list, if applicable.

**M. UNITS DESIGNATED FOR THE DISABLED**

In accordance with the 1992 Housing Act, disabled families with a head, spouse or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.105 will receive a preference for admission to units that are covered by a HUD-approved Allocation Plan.

The PHA has units designed for persons with mobility, sight and hearing impairments (referred to as accessibility units). These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

**N. DECONCENTRATION OF POVERTY AND INCOME-MIXING**

The PHA's Admission Policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects.

Nothing in the deconcentration policy relieves the PHA of the obligation to meet the income targeting requirement.

Gross annual income is used for income limits at admission and for income-mixing purposes.

### **Deconcentration and Income-Mixing Goals**

The PHA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit families above the PHA's Established Income Range (EIR) to developments below the EIR, and families below the PHA's EIR to developments above the EIR.

Deconcentration applies to transfer families as well as applicant families.

### **Deconcentration Applicability**

The PHA has covered developments (general occupancy, family developments) subject to the deconcentration requirement. These covered developments are described in the PHA Plan.

### **Project Designation Methodology**

Annually, the PHA will determine the average income of all families residing in general occupancy developments

The PHA will then determine the average income of all families residing in each general occupancy development.

The PHA will then determine whether each general occupancy development falls above, within or below the Established Income Range (EIR).

The EIR is 85 percent to 115 percent (inclusive of 85 percent and 115 percent) of the PHA-wide average income for general occupancy developments.

If a covered development is both below the 30 percent area-wide median and above the 115 percent income average for PHA-wide covered developments, it will be considered to be within the EIR.

The PHA will then determine whether or not developments outside the EIR are consistent with local goals and strategies in the PHA Plan. Any deconcentration policy as needed is described in the PHA Plan.

### **Deconcentration Policy**

If, at annual review, there are found to be development(s) with average income above or below the EIR, and where the income profile for a general occupancy development above or below the EIR is not explained or justified in the PHA Plan, the PHA shall list these covered developments in the PHA Annual Plan.

The PHA shall adhere to the following policies for deconcentration of poverty and income mixing in applicable developments:

- If a unit becomes available at a development below the EIR, the first eligible family on the Waiting List(s) [or transfer list] with income above the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the Waiting List(s) [or transfer list] with income above the EIR will be offered the unit. The process will continue in this order. For the available unit at the development below the EIR, if there is no family on the waiting list [or transfer list] with income above the EIR, or no family with income above the EIR accepts the offer, then the unit will be offered to the first eligible family on the waiting list [or transfer list] in preference order regardless of income.

### **Deconcentration Compliance**

If, at annual review, the average incomes at all general occupancy developments are within the Established Income Range, the PHA will be considered to be in compliance with the deconcentration requirement.

### **O. PROMOTION OF INTEGRATION**

Beyond the basic requirement of nondiscrimination, PHA shall affirmatively further fair housing to reduce racial and national origin concentrations.

The PHA shall not require any specific income or racial quotas for any development or developments.

A PHA shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations

### **P. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST**

If the Section 8 Waiting List is open when the applicant applies for Public Housing, the PHA must offer the family the opportunity to complete an application and be placed on both the Public Housing and Section 8 Waiting Lists. If the Public Housing Waiting List(s) is open at the time an applicant applies for Section 8, the PHA must offer to place the family the opportunity to also apply for the Public Housing Program.

### **Q. REMOVAL FROM WAITING LIST AND PURGING**

The Waiting List(s) will be purged at least annually by a mailing to all applicants to ensure that the Waiting List(s) are is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within 10 calendar days, he or she will be removed from the Waiting List(s). 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, with the additional 10 calendar days given for a response.

If an applicant is removed from the Waiting List(s) for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply within the proscribed period.

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

**R. OFFER OF ACCESSIBLE UNITS**

The PHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

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

Second, to an eligible qualified applicant on the Waiting List(s) having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

The PHA will make modifications to the unit in keeping with the Section 504 Transition Plan as the need arises and until the PHA determines that an adequate number of units have been rehabilitated in numbers sufficient to evidence compliance with the Plan. After such point in time, the PHA may approve the family's plan to make physical modifications at the family's expense and consistent with the terms of the Authority's 504 Plan as it relates to tenant modifications.

See "Leasing" Chapter.

**S. PLAN FOR UNIT OFFERS**

The PHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:

- **Plan "A"**. Under this Plan, the first qualified applicant in sequence on the Waiting List(s) will be made one offer of a unit of the appropriate size, at a site in which the applicant seeks to reside. If they reject the offer, they will be placed at the bottom of the Waiting List(s), and this procedure will be followed until three (3) Units have been offered, at which time, refusal will mean removal from all Waiting List(s).

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standards Deficiencies, and is broom clean. If two units are ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

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

#### **T. APPLICANT STATUS AFTER FINAL UNIT OFFER**

When an applicant rejects the final unit offer the PHA will:

- Remove the applicant from all Waiting List(s).

Removal from the Waiting List(s) means:

- The applicant must wait six (6) months before reapplying for the Public Housing Program.

#### **U. TIME-LIMIT FOR ACCEPTANCE OF UNIT**

Applicants must accept a unit offer within five (5) working days of the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities) or be removed from the Waiting List(s). All offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, the PHA will send a letter by First Class Mail.

#### **Applicants Unable to Take Occupancy**

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "good cause", the applicant will not be placed at the bottom of the Waiting List(s).

Examples of "good cause" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)]

Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;

The family demonstrates to the PHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.

A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.

The unit is inappropriate for the applicant's disabilities.

#### **Applicants With a Change in Family Size or Status**

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. The PHA shall not lease a unit to a family whose occupancy will overcrowd the unit. However, a family may be overhoused if no unit of the correct size is available. The family will be overhoused with the understanding that when a unit of the appropriate size becomes available, they must transfer to this unit.

#### **V. REFUSAL OF OFFER**

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the Waiting List(s).

If the unit offered is refused for other reasons, the PHA will follow the applicable policy as listed in the "Plan for Unit Offers" Section and the "Applicant Status After Final Offer" Section.

**FAYETTE COUNTY HOUSING AUTHORITY  
APPLICATION FOR HOUSING**

PUBLIC HOUSING

STATE HOUSING

SECTION 8

Date of Application \_\_\_\_\_ Time \_\_\_\_\_ Application # \_\_\_\_\_

Head of Household's Name \_\_\_\_\_ Maiden Name \_\_\_\_\_

Previous Spouses \_\_\_\_\_

Bedroom Size Required \_\_\_\_\_ Current Rent \_\_\_\_\_ Utilities \_\_\_\_\_

Phone # (1) \_\_\_\_\_ Phone # (2) \_\_\_\_\_

Are you interested in the Fayette County Housing Authority's Self Sufficiency Program? *(State Housing Not Applicable)*

YES  NO

If yes, name of adult household member that would be participating \_\_\_\_\_

**Family Composition**

Name (First, Last)	Social Security #	Date of Birth & Place of Birth	Age	Sex	Relation to Head	Race
1. Head						
2. Spouse						
3. Member						
4. Member						
5. Member						
6. Member						
7. Member						
8. Member						
9. Member						
10. Member						

Is English your primary language? YES  NO  If not, specify \_\_\_\_\_

Anticipated changes in family composition \_\_\_\_\_

List full time students who are dependents (Name and Grade) \_\_\_\_\_

Current place of residence & mailing address \_\_\_\_\_

Current landlord's name & address \_\_\_\_\_

Reason you want to move from this address \_\_\_\_\_

Second most recent address \_\_\_\_\_

Prior landlord's name & address \_\_\_\_\_

Reason for leaving this address \_\_\_\_\_

Are you a resident of Fayette County? YES  NO

Have you ever participated in any Section 8 Program? YES  NO

Have you ever lived in Public Housing? YES  NO

If so, where \_\_\_\_\_

When \_\_\_\_\_

Have you ever been convicted of a crime in this state, or any other state? YES  NO

If yes, date of conviction \_\_\_\_\_ Details \_\_\_\_\_

Are there any criminal charges currently pending against you? YES  NO

If yes, please explain \_\_\_\_\_

Do you have any special needs? YES  NO

If so, list \_\_\_\_\_

**INCOME**

Family Member	Income Sources	Amount
Total Family Income		

## ANNUAL INCOME CHECKLIST

1. Will any household members, 18 or older, be receiving employment income? If yes, list first names of the family members.
2. Will any household members, 18 or older, be receiving income from a family operated business (self-employment)?
3. Will the family be receiving an Earned Income Tax Credit?
4. Will anyone in the household receive Social Security benefits? If yes, list the family members.
5. Will anyone in the household receive periodic payments from annuities, insurance policies, retirement funds, pensions, disability or death benefits, maternity or military leave, Military Reserves, or National Guard pay or other similar amounts?
6. Will anyone in the household receive unemployment or disability compensation, workers compensation or severance pay?
7. Will anyone in the household be receiving welfare benefits?
8. Will anyone in the household be receiving alimony or child support payments?
9. Will anyone in the household be receiving income from assets?
10. Are there any full time students, 18 or older, residing in the household, who will be receiving education grants, scholarships or VA Education benefits?
11. Does any member of your household receive regular cash contributions from individuals not living in the unit or from agencies?
12. Have you ever participated in the Earned Income Disallowance (EID) Program in this county or any other county? *(State Housing Not Applicable)*

	Yes	No	If Yes, then explain (Or List Family Members)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

## ASSET CHECKLIST

*(State Housing Not Applicable)*

		YES	NO
1	Do you have:		
	A savings account?		
	A checking account?		
	A safety deposit box?		
2	Do you have any trust funds available to your household?		
3	Do you have any equity in rental property or other capital investments?		
4	Do you have any stocks, bonds, treasury bills, certificates of deposit, or market funds?		
5	Do you have any retirement or pension funds?		
6	Will you receive any lump sum payments?		
7	Do you have a life insurance policy with a cash value?		
8	Have you sold any assets (home, property, etc) within the last 2 years?		
	If yes, what was sold and when.		

# ALLOWANCE CHECKLIST

*(State Housing Not Applicable)*

## Child Care Allowance

Do you pay for Child Care for children under age 13 which enables you or another family member to work or go to school?

YES  NO

Does this amount change in the summer? YES  NO

## Handicapped Allowance

Do you pay for a Care Attendant or for other equipment used by handicapped members of the family which are necessary to permit that person or someone else in the family to work?

YES  NO

## Elderly / Disabled Allowance

Is the head, spouse or sole member of the household 62 or older, handicapped or disabled?

YES  NO

If yes, continue with these questions:

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Do you have outstanding medical bills you are paying?                 | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you expect to have any medical expenses during the next 12 months? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

## APPLICANT'S CERTIFICATION

I do hereby certify that all statements contained in this application are true and complete, to the best of my knowledge.

I understand that deliberate misrepresentation of any facts will result in being rejected for admission into Public Housing/ Section 8, and are punishable under Federal Law.

In addition, after I have been placed in housing, if any deliberate misrepresentation is determined, I will be subject to eviction.

Applicant's Signature: \_\_\_\_\_

PHA Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## CHAPTER 5

### OCCUPANCY STANDARDS AND UNIT OFFERS

#### INTRODUCTION

The Occupancy Guidelines are established by the Fayette County Housing Authority to ensure that units are occupied by families of the appropriate size. This Policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the Waiting List(s), or when a family's size changes, or when a family requests an exception to the Occupancy Guidelines.

#### **A. DETERMINING UNIT SIZE**

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

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

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

Generally the PHA will assign one bedroom to two people within the following guidelines:

- **It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.**
- **Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.**
- **Two (2) children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.**
- **Two (2) children of the same sex will not be required to share a bedroom if there is a difference of eight (8) years between their ages, although they may do so at the request of the family.**
- **A single pregnant woman, with a pregnancy verification, will be assigned to a two bedroom unit, and thus eliminate the need for a transfer once the child is born.**

- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- The PHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
- A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
- A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
- Efficiency apartments will be occupied first by persons who prefer efficiencies to 1 BR units. Once applicants who prefer efficiencies have been housed, single individuals applying to Mixed Population Projects who wish to live in 1 BR units (rather than efficiencies) will participate in a lottery to determine whether they will be offered a 1 BR or an efficiency.

The living room will not be used as a bedroom except for purposes of reasonable accommodation.

#### **GUIDELINES FOR DETERMINING BEDROOM SIZE**

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

#### **B. EXCEPTIONS TO OCCUPANCY STANDARDS**

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

- Applicants may request to be placed on the Waiting List(s) for a unit size smaller than designated by the Occupancy Guidelines, (as long as the unit is not overcrowded according to Local Codes). The family must agree not to request a transfer until their family composition changes.
- For a three person family that includes two adults and an infant, the PHA may allow the family to lease a one bedroom unit in a desired general occupancy project.
- However, the PHA will not lease a one bedroom unit to a three person family that includes two adults and an adolescent or teenager.

**The PHA may overhouse an applicant by two (2) bedrooms with the understanding that they will be required to relocate to the proper size unit, based on family composition, upon notice by the PHA that their unit is needed for a family requiring it. The PHA will then transfer the overhoused family to an appropriate size unit under a new lease, and properly house the larger family in the larger unit. The PHA shall review the overhoused tenants every six (6) months to make sure that they should not have been relocated to the proper size unit within that time frame.**

The PHA may offer a family a unit that is larger than required by the PHA's occupancy standards, if the Waiting List(s) are short of families large enough to fill the vacancy.

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

The family may request to be placed on a larger bedroom size Waiting List(s) than indicated by the PHA's Occupancy Guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the PHA before the family is placed on the larger bedroom size list. The PHA will consider these requests:

#### **Person with Disability**

The PHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in the **Service and Accommodations Policy Section of Chapter 1.**

#### **Other Circumstances**

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

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

Requests based on health related reasons must be verified by a knowledgeable licensed professional or social service professional.

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

An exception will be granted if the family has submitted a "Self-Certification of Physical Custody of Minor Child/Children" or an "Appointment of Temporary Guardian" to the PHA. If either of these forms have been submitted the PHA will also require that the family has initiated legal proceedings for guardianship or legal custody.

All 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 10 days.

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

**C. INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO LOWER INCOME DEVELOPMENTS**

See Chapter on Tenant Selection and Assignment.

**D. ACCESSIBLE UNITS**

The PHA has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

**E. FAMILY MOVES**

When a change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

The unit considerations in this Section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this Policy, the case should be taken to the Director of Housing Management, who will make determination after review of the situation, the individual circumstances, and the verification provided.

**See Chapter on Recertifications for changes in unit size for tenants.**

**PROCEDURE ON PUBLIC HOUSING RESIDENTS MOVING FROM  
THE PUBLIC HOUSING PROGRAM TO THE SECTION 8 PROGRAM  
OF THE FAYETTE COUNTY HOUSING AUTHORITY  
EFFECTIVE MARCH 1, 2003**

- 1. Only one (1) out of every ten (10) Housing Choice Vouchers shall be issued to a current Public Housing Resident of the Fayette County Housing Authority, according to their placement on the Section 8 Waiting List of the Fayette County Housing Authority.**
- 2. When their name reaches the top of the Waiting list, and before a Voucher is issued, the Tenant Selection Staff must contact the Property Manager to make Sure that this Tenant's Rent Account is current, and there are no problems which would prohibit them from being admitted to the Section 8 Program.**
- 3. When the Request for Lease Approval is submitted by the Tenant, the Section 8 Staff must inform the Tenant that they must give their 30-Day Notice to Vacate to the Property Manager immediately (See attached Form), and the Section 8 Staff must E-Mail the Property Manager and inform them that the Tenant has submitted a Request for Lease Approval. At that time, the Property Manager will inform the Section 8 Staff as to whether the Tenant has any unpaid amounts on their Rent Account and the condition of their Housing Unit.**
- 4. When the Section 8 Unit has been inspected and approved, and a Lease and Housing Assistance Payments Contract have been executed, the Tenant shall be moved out of Public Housing and into the Section 8 Program.**

## Chapter 6

### INCOME AND RENT DETERMINATIONS

[24 CFR Part 5, Subparts E and F; 24 CFR 960, Subpart C]

#### INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's rent payment. The PHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations.

#### PART I: ANNUAL INCOME

##### A. OVERVIEW

The general regulatory definition of *annual income* shown below is from **24 CFR 5.609**.

##### **5.609 Annual income.**

**(a) Annual income means all amounts, monetary or not, which:**

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or**
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and**
- (3) Which are not specifically excluded in paragraph [5.609(c)].**
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.**

In addition to this general definition, HUD regulations establish policies for treating specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Inclusions (**Exhibit 6-1**)
- Annual Income Exclusions (**Exhibit 6-2**)
- Treatment of Family Assets (**Exhibit 6-3**)
- Earned Income Disallowance (**Exhibit 6-4**)
- The Effect of Welfare Benefit Reduction (**Exhibit 6-5**)

Sections B and C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. HUD regulations present income inclusions and exclusions separately [24 CFR 5.609(b) and 24 CFR 5.609(c)]. In this ACOP, however, the discussions of income inclusions and exclusions are integrated by topic (e.g., all policies affecting earned income are discussed together in section 6 D). Verification requirements for annual income are discussed in Chapter 7.

## B. HOUSEHOLD COMPOSITION AND INCOME

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

<b>Summary of Income Included and Excluded by Person</b>	
<b>Live-in aides</b>	<b>Income from all sources is excluded [24 CFR 5.609(c)(5)].</b>
<b>Foster child or foster adult</b>	<b>Income from all sources is excluded [24 CFR 5.609(a)(1)].</b>
<b>Head, spouse, or cohead Other adult family members</b>	<b>All sources of income not specifically excluded by the regulations are included.</b>
<b>Children under 18 years of age</b>	<b>Employment income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.</b>
<b>Full-time students 18 years of age or older (not head, spouse, or cohead)</b>	<b>Employment income above \$480/year is excluded [24 CFR 5.609(c)(11)]. All other sources of income, except those specifically excluded by the regulations, are included.</b>

### **Temporarily Absent Family Members**

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

Generally an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

#### ***Absent Full-Time Students***

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

#### ***Court-Ordered Absences or Absences Due to Incarceration***

If a member of the family is subject to a court order or incarceration that restricts the member from the home, the PHA will determine whether the person will be considered temporarily or permanently absent. If the court order or incarceration specifies a permanent restriction or if the court restriction exceeds 180 days, the person will no longer be considered a family member. If

the individual intends to return to the unit at the end of the restriction or incarceration, the individual is subject to the eligibility and screening requirements discussed in the Chapter on Eligibility.

#### ***Absences Due to Placement in Foster Care***

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

#### ***Absent Head, Spouse, or Cohead***

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

#### ***Individuals Confined for Medical Reasons***

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member. However, if an individual is confined to a nursing home or hospital for less than 180 consecutive days, they will still be considered a family member. If the individual is the head of the household, the unit will have to be kept in compliance with the Rules and Regulations of the PHA, and the rent and utilities kept current for the unit during the confinement.

If there is a question about the status of a family member, the PHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse, or cohead qualifies as an elderly person or person with disabilities.

#### ***Joint Custody of Children***

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family fifty-one percent (51%) or more of the time.

When more than one applicant or assisted family (regardless of program) is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, school records, verifications as to who receives income for the child, or an IRS return showing which family has claimed the child for income tax purposes.

If the event that only one applicant or family is assisted, the same determination will be made following the same procedure as stated above.

### *Caretakers for a Child*

If neither a parent nor a designated guardian remains in a household receiving assistance, the PHA will take the following actions:

1. If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
2. If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the PHA will extend the caretaker's status as an eligible visitor.
3. At any time that custody or guardianship legally has been awarded to a caretaker, the lease will be transferred to the caretaker, as head of household.
4. During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.
5. A credit and criminal check will be done on the caretaker.

### **C. ANTICIPATING ANNUAL INCOME**

The PHA is required to count all income "anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date" [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

#### **Basis of Annual Income Projection**

The PHA generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes the PHA to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]
- The PHA believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

When the PHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the PHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the PHA to show why the historic pattern does not represent the family's anticipated income.

### ***Known Changes in Income***

If the PHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

**Example: An employer reports that a full-time employee who has been receiving \$6.00/hour will begin to receive \$6.25/hour in the eighth week after the effective date of the reexamination. In such a case, the PHA would calculate annual income as follows: (\$6.00/hour X 40 hours X 7 weeks) + (\$6.25 X 40 hours X 45 weeks).**

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases, the PHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs. This requirement will be imposed even if the PHA's Policy on Reexamination does not require interim reexaminations for other types of changes.

### **Using Enterprise Income Verification (EIV) to Project INcome**

HUD strongly recommends the use of Enterprise Income verification (EIV). EIV is "the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals" [PIH Notice 2004-01 Verification Guidance ("VG"), p. 7].

HUD allows PHAs to use EIV information in conjunction with family-provided documents to anticipate income.

PHA procedures for anticipating annual income will include the use of EIV methods approved by HUD in conjunction with family-provided documents dated within the last 120 days of the PHA interview date.

The PHA will follow "HUD Guidelines for Projecting Annual Income When Enterprise Income Verification (EIV) Data Is Available" in handling differences between EIV and family-provided income data. The guidelines depend on whether a difference is substantial or not. HUD defines *substantial difference* as a difference of \$200 or more per month.

#### **No Substantial Difference**

If EIV information for a particular income source differs from the information provided by a family by less than \$200 per month, the PHA will follow these guidelines:

If the EIV figure is less than the family's figure, the PHA will use the family's information.

If the EIV figure is more than the family's figure, the PHA will use the EIV data unless the family provides documentation of a change in circumstances to explain the discrepancy (e.g., a reduction in work hours). Upon receipt of acceptable family-provided documentation of a change in circumstances, the PHA will use the family-provided information.

#### **Substantial Difference**

If EIV information for a particular income source differs from the information provided by a family by \$200 or more per month, the PHA will follow these guidelines:

The PHA will request written third-party verification from the discrepant income source in accordance with **24 CFR 5.236(b)(3)(i)**.

When the PHA cannot readily anticipate income (e.g., in cases of seasonal employment, unstable working hours, or suspected fraud), the PHA will review historical income data for patterns of employment, paid benefits, and receipt of other income.

The PHA will analyze all EIV, third-party, and family-provided data and attempt to resolve the income discrepancy.

The PHA will use the most current verified income data and, if appropriate, historical income data to calculate anticipated annual income.

If a EIV verification is received indicating employment income and after verification with the employer and the family member, it is found that this family member has never worked for the employer, the family member will be instructed to contact the Social Security Administration and report possible fraud. The PHA will also follow up with a letter to the Social Security Administration.

#### **D. EARNED INCOME**

##### **Types of Earned Income Included in Annual Income**

###### ***Wages and Related Compensation [24 CFR 5.609(b)(1)]***

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

For persons who regularly receive bonuses or commissions, the PHA will verify and then average current amounts received. If current amounts are not available, the PHA will use the previous 12 months' amounts. In either case the family may provide, and the PHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the PHA will count only the amount estimated by the employer. The file will be documented appropriately.

###### ***Some Types of Military Pay***

All regular pay, special pay and allowances of a member of the Armed Forces are counted [**24 CFR 5.609(b)(8)**] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [**24 CFR 5.609(c)(7)**].

##### **Types of Earned Income Not Counted in Annual Income**

###### ***Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]***

This type of income (including gifts) is not included in annual income.

Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed.

###### ***Children's Earnings [24 CFR 5.609(c)(1)]***

Employment income earned by children (including foster children) under the age of 18 years is not included in annual income. (See Eligibility chapter for a definition of *foster children*.)

***Certain Earned Income of Full-Time Students***

Earnings in excess of \$480 for each full-time student 18 years old or older (except for the head, spouse, or cohead) are not counted [24 CFR 5.609(c)(11)]. To be considered "full-time," a student must be considered "full-time" by an educational institution with a degree or certificate program.

***Income of a Live-in Aide***

Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)]. (See Eligibility chapter for a full discussion of live-in aides.)

***Income Earned under Certain Federal Programs [24 CFR 5.609(c)(17)]***

Income from some federal programs is specifically excluded from consideration as income, including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))
- Awards under the federal work-study program (20 U.S.C. 1087 uu)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

***Resident Service Stipend [24 CFR 5.600(c)(8)(iv)]***

Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed \$200 per individual per month) received by a resident for performing a service for the PHA, 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, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.

***State and Local Employment Training Program***

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only

for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v)].

The PHA defines *training program* as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education” [expired Notice PIH 98-2, p. 3].

The PHA defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

In calculating the incremental difference, the PHA will use as the pre-enrollment income the total annualized amount of the family member’s welfare assistance and earnings reported on the family’s most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with the PHA's interim reporting requirements (see chapter on reexaminations).

#### ***HUD-Funded Training Programs***

Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

To qualify as a training program, the program must meet the definition of *training program* provided above for state and local employment training programs.

***Earned Income Tax Credit.*** Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee’s payroll check.

***Earned Income Disallowance.*** The earned income disallowance is discussed in section 6-I.E below.

#### **E. EARNED INCOME DISALLOWANCE [24 CFR 5.617]**

The earned income disallowance (EID) encourages people to enter the work force by not including the full value of increases in earned income for a period of time. The full text of 24 CFR 5.617 is included as Exhibit 6-4 at the end of this chapter. Eligibility criteria and limitations on the disallowance are summarized below.

## Eligibility

This disallowance applies only to individuals in families already participating in the public housing program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member who is a person whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
- New employment or increased earnings by a family member who is a person who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

## Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income."

The PHA defines *prior income*, or *prequalifying income*, as the family member's last certified income prior to qualifying for the EID.

The family member's prior, or prequalifying, income remains constant throughout the period that he or she is receiving the EID.

### *Initial 12-Month Exclusion*

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

### *Second 12-Month Exclusion and Phase-In*

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

### ***Lifetime Limitation***

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.

During the 48-month eligibility period, the PHA will conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

### **F. BUSINESS INCOME [24 CFR 5.609(b)(2)]**

Annual income includes "the net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family" [24 CFR 5.609(b)(2)].

#### **Business Expenses**

Net income is "gross income less business expense" [HCV GB, p. 5-19].

To determine business expenses that may be deducted from gross income, the PHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

#### **Business Expansion**

HUD regulations do not permit the PHA to deduct from gross income expenses for business expansion.

*Business expansion* is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

#### **Capital Indebtedness**

HUD regulations do not permit the PHA to deduct from gross income the amortization of capital indebtedness.

*Capital indebtedness* is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the PHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

## **Negative Business Income**

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

## **Withdrawal of Cash or Assets from a Business**

HUD regulations require the PHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of a tenant family provided an up-front loan of \$2,000 to help a business get started, the PHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

## **Co-owned Businesses**

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

## **G. ASSETS [24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]**

### **Overview**

There is no asset limitation for participation in the public housing program. However, HUD requires that the PHA include in annual income the "interest, dividends, and other net income of any kind from real or personal property" [24 CFR 5.609(b)(3)]. This section discusses how the income from various types of assets is determined. For most types of assets, the PHA must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this section discusses:

- How the value of the asset will be determined
- How income from the asset will be calculated

Exhibit 6-1 provides the regulatory requirements for calculating income from assets [24 CFR 5.609(b)(3)], and Exhibit 6-3 provides the regulatory definition of *net family assets*. This section begins with a discussion of general policies related to assets and then provides HUD rules and PHA policies related to each type of asset.

### **General Policies**

#### ***Income from Assets***

The PHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes the PHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months or (3) the PHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, the PHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

Any time current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the PHA to show why the asset income determination does not represent the family's anticipated asset income.

### *Valuing Assets*

The calculation of asset income sometimes requires the PHA to make a distinction between an asset's market value and its cash value.

- The market value of an asset is its worth (e.g., the amount a buyer would pay for real estate or the balance in an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions.

### *Lump-Sum Receipts*

Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account) [RHIIP FAQs]. (For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, **see sections 6 H and 6 I.**)

### *Imputing Income from Assets [24 CFR 5.609(b)(3)]*

When net family assets are \$5,000 or less, the PHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of \$5,000, the PHA will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the current HUD-established passbook savings rate.

### *Determining Actual Anticipated Income from Assets*

It may or may not be necessary for the PHA to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

### *Withdrawal of Cash or Liquidation of Investments*

Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement plan is not counted

as income until the family has received payments equal to the amount the family member deposited into the retirement fund.

### ***Jointly Owned Assets***

The regulation at **24 CFR 5.609(a)(4)** specifies that annual income includes “amounts derived (during the 12-month period) from assets to which any member of the family has access.”

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the PHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the PHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the PHA will prorate the asset evenly among all owners.

### ***Assets Disposed Of for Less than Fair Market Value [24 CFR 5.603(b)]***

HUD regulations require the PHA to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.

### ***Minimum Threshold***

The PHA may set a threshold below which assets disposed of for less than fair market value will not be counted [**HCV GB, p. 5-27**].

The PHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).

Assets placed by the family in nonrevocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

### ***Separation or Divorce***

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

### ***Foreclosure or Bankruptcy***

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

### ***Family Declaration***

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. The PHA may verify the value of the assets disposed of if other information available to the PHA does not appear to agree with the information reported by the family.

### **Types of Assets**

#### ***Checking and Savings Accounts***

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

**In determining the value of a checking account, the PHA will use the average monthly balance for the last six months. If the six-month average monthly balance is not available from the financial institution, the current balance will be used.**

**In determining the value of a savings account, the PHA will use the current balance.**

**In determining the anticipated income from an interest-bearing checking or savings account, the PHA will multiply the value of the account by the current rate of interest paid on the account.**

#### ***Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds***

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

In determining the market value of an investment account, the PHA will use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), the PHA will calculate asset income based on the earnings for the most recent reporting period.

#### ***Equity in Real Property or Other Capital Investments***

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset.

Equity in real property and other capital investments is considered in the calculation of asset income except for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR 5.603(b)]

- The value of a home currently being purchased with assistance under the HCV Program Homeownership Option for the first 10 years after the purchase date of the home [24 CFR 5.603(b)]
- Equity in owner-occupied cooperatives and manufactured homes in which the family lies
- Equity in real property when a family member's main occupation is real estate [HCV GB, p. 5-25]. This real estate is considered a business asset, and income related to this asset will be calculated as described in **Section 6 F**.
- Interests in Indian Trust lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation

A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.

In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the PHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

### ***Trusts***

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

### ***Revocable Trusts***

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

### ***Nonrevocable Trusts***

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate [24 CFR 5.603(b)]. (Periodic payments are covered in **Section 6 H**. Lump-sum receipts are discussed earlier in this section.)

### ***Retirement Accounts***

#### ***Company Retirement/Pension Accounts***

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, the PHA must know whether the money is accessible before retirement.

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset.

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate, except to the extent that it represents funds invested in the account by the family member. (For more on periodic payments, see **Section 6 H.**) The balance in the account is counted as an asset only if it remains accessible to the family member.

### ***IRA, Keogh, and Similar Retirement Savings Accounts***

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty.

### ***Personal Property***

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset.

In determining the value of personal property held as an investment, the PHA will use the family's estimate of the value. The PHA may obtain an appraisal if there is reason to believe that the family's estimated value is off by \$50 or more. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary items of personal property are not considered assets [24 CFR 5.603(b)].

Necessary personal property consists of only those items not held as an investment. It may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

### ***Life Insurance***

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

## **H. PERIODIC PAYMENTS**

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

### **Periodic Payments Included in Annual Income**

- Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions. However, periodic

payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family [24 CFR 5.609(b)(4) and (b)(3)].

- Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum [24 CFR 5.609(b)(4)]

### **Lump-Sum Payments for the Delayed Start of a Periodic Payment**

Most lump sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income [CFR 5.609(b)(4)].

### **Periodic Payments Excluded from Annual Income**

- 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) [24 CFR 5.609(c)(2)]

The PHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency.

- 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 [24 CFR 5.609(c)(16)]
- Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)]
- Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)]
- Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)]. *Note:* EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.
- Lump sums received as a result of delays in processing Social Security and SSI payments (see section 6-I.J.) [24 CFR 5.609(b)(4)].

## **I. PAYMENTS IN LIEU OF EARNINGS**

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income [24 CFR 5.609(b)(5)] if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts [24 CFR 5.609(c)(3)]. (See also the discussion of periodic payments in section 6-I.H and the discussion of lump-sum receipts in section 6-I.G.)

## **J. WELFARE ASSISTANCE**

### **Overview**

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

### **Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]**

The PHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-5. The requirements are summarized below. This rule applies only if a family was a public housing resident at the time the sanction was imposed.

#### ***Covered Families***

The families covered by 24 CFR 5.615 are those “who receive welfare assistance or other public assistance benefits (‘welfare benefits’) from a State or other public agency (‘welfare agency’) under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance” [24 CFR 5.615(b)]

#### ***Imputed Income***

When a welfare agency imposes a sanction that reduces a family’s welfare income because the family commits fraud or fails to comply with the agency’s economic self-sufficiency program or work activities requirement, the PHA must include in annual income “imputed” welfare income. The PHA must request that the welfare agency inform the PHA when the benefits of a public housing resident are reduced. The imputed income is the amount the family would have received if the family had not been sanctioned.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

For special procedures related to grievance hearings based upon the PHA’s denial of a family’s request to lower rent when the family experiences a welfare benefit reduction, see Chapter 14, Grievances and Appeals.

#### ***Offsets***

The amount of the imputed income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

### **K. PERIODIC AND DETERMINABLE ALLOWANCES [24 CFR 5.609(b)(7)]**

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with a tenant family.

## **Alimony and Child Support**

The PHA must count alimony or child support amounts awarded as part of a divorce or separation agreement.

The PHA will count court-awarded amounts for alimony and child support unless the PHA verifies that (1) the payments are not being made and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments. Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

## **Regular Contributions or Gifts**

The PHA must count as income regular monetary and nonmonetary contributions or gifts from persons not residing with a tenant family [24 CFR 5.609(b)(7)]. Temporary, nonrecurring, or sporadic income and gifts are not counted [24 CFR 5.609(c)(9)].

Examples of regular contributions include: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) "in-kind" contributions such as groceries and clothing provided to a family on a regular basis.

Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by the PHA. For contributions that may vary from month to month (e.g., utility payments), the PHA will include an average amount based upon past history

## **L. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME**

Other exclusions contained in 24 CFR 5.609(c) that have not been discussed earlier in this chapter include the following:

- Reimbursement of medical expenses [24 CFR 5.609(c)(4)]
- The full amount of student financial assistance paid directly to the student or to the educational institution [24 CFR 5.609(c)(6)], except that in accordance with Section 224 of the FY 2005 Appropriations Act, the portion of any athletic scholarship assistance available for housing costs must be included in annual income [PIH Notice 2005-16].
- Regular financial support from parents or guardians to students for food, clothing personal items, and entertainment **is not** considered student financial assistance and is included in annual income.
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]
- 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) [(24 CFR 5.609(c)(8)(ii)]
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)]
- Adoption assistance payments in excess of \$480 per adopted child [24 CFR 5.609(c)(12)]

- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(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 [24 CFR 5.609(c)(16)]
- Amounts specifically excluded by any other federal statute [24 CFR 5.609(c)(17)]. HUD publishes an updated list of these exclusions periodically. It includes:
  - (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
  - (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
  - (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
  - (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
  - (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
  - (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)) (Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931).)
  - (g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)
  - (h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)
  - (i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu)
  - (j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
  - (k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
  - (l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)
  - (m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)

- (n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))
- (o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
- (p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- (q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam Veteran (38 U.S.C. 1805)
- (r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)
- (s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

## PART II: ADJUSTED INCOME

### A. INTRODUCTION

#### Overview

HUD regulations require PHAs to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income. Mandatory deductions are found in **24 CFR 5.611**.

**5.611(a) Mandatory deductions. In determining adjusted income, the responsible entity (PHA) must deduct the following amounts from annual income:**

- (1) \$480 for each dependent;
- (2) \$400 for any elderly family or disabled family;
- (3) The sum of the following, to the extent the sum exceeds three percent of annual income:
  - (i) Unreimbursed medical expenses of any elderly family or disabled family;
  - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
- (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 7, Verifications.

## **Anticipating Expenses**

Generally, the PHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and nonschool periods and cyclical medical expenses), the PHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, the PHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The PHA may require the family to provide documentation of payments made in the preceding year.

### **B. DEPENDENT DEDUCTION**

A deduction of \$480 is taken for each dependent [24 CFR 5.611(a)(1)]. *Dependent* is defined as any family member other than the head, spouse, or cohead who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

### **C. ELDERLY OR DISABLED FAMILY DEDUCTION**

A single deduction of \$400 is taken for any elderly or disabled family [24 CFR 5.611(a)(2)]. An *elderly family* is a family whose head, spouse, cohead, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403].

### **D. MEDICAL EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i)]**

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or cohead is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

#### **Definition of *Medical Expenses***

HUD regulations define *medical expenses* at 24 CFR 5.603(b) to mean “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.”

The most current IRS Publication 502, *Medical and Dental Expenses*, will be used to determine the costs that qualify as medical expenses.

<b>Summary of Allowable Medical Expenses from IRS Publication 502</b>	
<p>Services of medical professionals</p> <p>Surgery and medical procedures that are necessary, legal, noncosmetic</p> <p>Services of medical facilities</p> <p>Hospitalization, long-term care, and in-home nursing services</p> <p>Prescription medicines and insulin, but <u>not</u> nonprescription medicines even if recommended by a doctor</p> <p>Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)</p>	<p>Substance abuse treatment programs</p> <p>Psychiatric treatment</p> <p>Ambulance services and some costs of transportation related to medical expenses</p> <p>The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)</p> <p>Cost and continuing care of necessary service animals</p> <p>Medical insurance premiums or the cost of a health maintenance organization (HMO)</p>
<p><b>Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.</b></p>	

**Families That Qualify for Both Medical and Disability Assistance Expenses**

This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the PHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

**E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]**

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

**Earned Income Limit on the Disability Assistance Expense Deduction**

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, the PHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When the PHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members’ incomes [PH Occ GB, p. 124].

**Eligible Disability Expenses**

Examples of auxiliary apparatus are provided in the *PH Occupancy Guidebook* as follows: “Auxiliary apparatus: Including wheelchairs, walkers, scooters, reading devices for persons with visual disabilities, equipment added to cars and vans to permit their use by the family member with a disability, or service animals” [PH Occ GB, p. 124], but only if these items are directly related to permitting the disabled person or other family member to work.

HUD advises PHAs to further define and describe auxiliary apparatus.

***Eligible Auxiliary Apparatus***

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

***Eligible Attendant Care***

The family determines the type of attendant care that is appropriate for the person with disabilities.

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, the PHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

#### ***Payments to Family Members***

No disability expenses may be deducted for payments to a member of a tenant family [23 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the tenant family may be deducted if they are reimbursed by an outside source.

#### **Necessary and Reasonable Expenses**

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

The PHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the PHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and the PHA will consider, the family's justification for costs that exceed typical costs in the area.

#### **Families That Qualify for Both Medical and Disability Assistance Expenses**

This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the PHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

## **F. CHILD CARE EXPENSE DEDUCTION**

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

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family’s household. However, child care expenses for foster children that are living in the assisted family’s household, are included when determining the family’s child care expenses.

### **Qualifying for the Deduction**

#### ***Determining Who Is Enabled to Pursue an Eligible Activity***

The family must identify the family member(s) enabled to pursue an eligible activity. The term *eligible activity* in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family’s request, the PHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

#### ***Seeking Work***

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the child care expense being allowed by the PHA.

#### ***Furthering Education***

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

#### ***Being Gainfully Employed***

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member’s employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

### **Earned Income Limit on Child Care Expense Deduction**

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and

reasonable. However, when child care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 5.603(b)].

The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person who receives the earned income disallowance (EID) or a full-time student whose earned income above \$480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person’s earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes \$15,000 but because of the EID only \$5,000 is included in annual income, child care expenses are limited to \$5,000.

The PHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working.

When the child care expense being claimed is to enable a family member to work, only one family member’s income will be considered for a given period of time. When more than one family member works during a given period, the PHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

### **Eligible Child Care Expenses**

The type of care to be provided is determined by the tenant family. The PHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

### ***Allowable Child Care Activities***

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family’s unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, the PHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

### ***Necessary and Reasonable Costs***

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education,

and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, the PHA will use the schedule of child care costs from the local welfare agency. Families may present, and the PHA will consider, justification for costs that exceed typical costs in the area

#### **G. PERMISSIVE DEDUCTIONS [24 CFR 5.611(b)(1)]**

Permissive deductions are additional, optional deductions that may be applied to annual income. As with mandatory deductions, permissive deductions must be based on need or family circumstance and deductions must be designed to encourage self-sufficiency or other economic purpose. If the PHA offers permissive deductions, they must be granted to all families that qualify for them and should complement existing income exclusions and deductions [PH Occ GB, p. 128].

The *Form HUD-50058 Instruction Booklet* states that the maximum allowable amount for total permissive deductions is less than \$90,000 per year.

The PHA has opted not to use permissive deductions.

### **PART III: CALCULATING RENT**

#### **A. OVERVIEW OF INCOME-BASED RENT CALCULATIONS**

The first step in calculating income-based rent is to determine each family's total tenant payment (TTP). Then, if the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the tenant rent. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which may be paid to the family or directly to the utility company by the PHA.

#### **TTP Formula [24 CFR 5.628]**

HUD regulations specify the formula for calculating the total tenant payment (TTP) for a tenant family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between \$0 and \$50 that is established by the PHA

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in Section B.

***Welfare Rent [24 CFR 5.628]***

Welfare rent does not apply in this locality.

***Minimum Rent [24 CFR 5.630]***

The minimum rent for this locality is \$50.00.

**Optional Changes to Income-Based Rents [24 CFR 960.253(c)(2) and PH Occ GB, pp. 131-134]**

PHAs have been given very broad flexibility to establish their own, unique rent calculation systems as long as the rent produced is not higher than that calculated using the TTP and mandatory deductions. At the discretion of the PHA, rent policies may structure a system that uses combinations of permissive deductions, escrow accounts, income-based rents, and the required flat and minimum rents.

The PHA's minimum rent and rent choice policies still apply to affected families. Utility allowances are applied to PHA designed income-based rents in the same manner as they are applied to the regulatory income-based rents.

The choices are limited only by the requirement that the method used not produce a TTP or tenant rent greater than the TTP or tenant rent produced under the regulatory formula.

The PHA chooses not to adopt optional changes to income-based rents.

**Ceiling Rents [24 CFR 960.253 (c)(2) and (d)]**

Ceiling rents are used to cap income-based rents. They are part of the income-based formula. If the calculated TTP exceeds the ceiling rent for the unit, the ceiling rent is used to calculate tenant rent (ceiling rent/TTP minus utility allowance). Increases in income do not affect the family since the rent is capped. The use of ceiling rents fosters upward mobility and income mixing.

Because of the mandatory use of flat rents, the primary function of ceiling rents now is to assist families who cannot switch back to flat rent between annual reexaminations and would otherwise be paying an income-based tenant rent that is higher than the flat rent.

Ceiling rents must be set to the level required for flat rents (which will require the addition of the utility allowance to the flat rent for properties with tenant-paid utilities) [PH Occ GB, p. 135].

The PHA chooses not to use ceiling rents.

**Utility Reimbursement [24 CFR 960.253(c)(3)]**

Utility reimbursement occurs when any applicable utility allowance for tenant-paid utilities exceeds the TTP. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider.

**Any Tenant who is eligible for a utility reimbursement, this payment will not go to the Tenant, but rather to the utility company on the tenant's behalf.**

**B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]**

## **Overview**

If the PHA establishes a minimum rent greater than zero, the PHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship. The PHA has established a minimum rent of \$50.00.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If the PHA determines that a hardship exists, the TTP is the highest of the remaining components of the family's calculated TTP.

## **HUD-Defined Financial Hardship**

Financial hardship includes the following situations:

- (1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

- (2) The family would be evicted because it is unable to pay the minimum rent.

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent or tenant-paid utilities.

- (3) Family income has decreased because of changed family circumstances, including the loss of employment.
- (4) A death has occurred in the family.

In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

- (5) The family has experienced other circumstances determined by the PHA.

The PHA has not established any additional hardship criteria.

## **Implementation of Hardship Exemption**

### ***Determination of Hardship***

When a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the first of the month following the family's request.

The PHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term.

The PHA defines temporary hardship as a hardship expected to last 90 days or less. Long term hardship is defined as a hardship expected to last more than 90 days.

The PHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.

When the minimum rent is suspended, the TTP reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.

<b>Example: Impact of Minimum Rent Exemption</b>	
Assume the PHA has established a minimum rent of \$35.	
<b>TTP – No Hardship</b>	<b>TTP – With Hardship</b>
\$0 30% of monthly adjusted income	\$0 30% of monthly adjusted income
\$15 10% of monthly gross income	\$15 10% of monthly gross income
N/A Welfare rent	N/A Welfare rent
\$35 Minimum rent	\$35 Minimum rent
Minimum rent applies. TTP = \$35	Hardship exemption granted. TTP = \$15

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

The PHA will make the determination of hardship within 30 calendar days.

***No Financial Hardship***

If the PHA determines there is no financial hardship, the PHA will reinstate the minimum rent and require the family to repay the amounts suspended.

For procedures pertaining to grievance hearing requests based upon the PHA's denial of a hardship exemption, see Chapter 14, Grievances and Appeals.

The PHA will require the family to repay the suspended amount within 30 calendar days of the PHA's notice that a hardship exemption has not been granted.

***Temporary Hardship***

If the PHA determines that a qualifying financial hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

The family must resume payment of the minimum rent and must repay the PHA the amounts suspended. HUD requires the PHA to offer a reasonable repayment agreement, on terms and conditions established by the PHA. The PHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

For procedures pertaining to grievance hearing requests based upon the PHA's denial of a hardship exemption, see Chapter 14, Grievances and Appeals.

The PHA will enter into a repayment agreement in accordance with the PHA's repayment agreement policy (see Chapter 16).

### ***Long-Term Hardship***

If the PHA determines that the financial hardship is long-term, the PHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

The hardship period ends when any of the following circumstances apply:

- (1) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
- (2) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.
- (3) For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

## **C. UTILITY ALLOWANCES [24 CFR 965, Subpart E]**

### **Overview**

Utility allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent. When determining a family's income-based rent, the PHA must use the utility allowance applicable to the type of dwelling unit leased by the family.

For policies on establishing and updating utility allowances, see Chapter 16.

### **Reasonable Accommodation [24 CFR 8]**

On request from a family, PHAs must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability [PH Occ GB, p. 172].

Residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB, p. 172].

See Chapter 2 for policies related to reasonable accommodations.

### **Utility Allowance Revisions [24 CFR 965.507]**

The PHA must review its schedule of utility allowances each year. Between annual reviews, the PHA must revise the utility allowance schedule if there is a rate change that by itself or together

with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which such allowances were based. Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective [PH Occ GB, p. 171].

The tenant rent calculations must reflect any changes in the PHA's utility allowance schedule [24 CFR 960.253(c)(3)].

#### **D. PRORATED RENT FOR MIXED FAMILIES [24 CFR 5.520]**

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. The PHA must prorate the assistance provided to a mixed family. The PHA will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible. To do this, the PHA must:

- (1) Subtract the TTP from a maximum rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible.
- (2) Divide the family maximum subsidy by the number of persons in the family to determine the maximum subsidy per each family member who is eligible (member maximum subsidy).
- (3) Multiply the member maximum subsidy by the number of eligible family members.
- (4) Subtract the subsidy calculated in the last step from the maximum rent. This is the prorated TTP.
- (5) Subtract the utility allowance for the unit from the prorated TTP. This is the prorated rent for the mixed family.

Revised public housing maximum rents will be applied to a family's rent calculation at the first annual reexamination after the revision is adopted.

For policies related to the establishment of the public housing maximum rent see Chapter 16

#### **E. FLAT RENTS AND FAMILY CHOICE IN RENTS [24 CFR 960.253]**

##### **Flat Rents [24 CFR 960.253(b)]**

The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

There is no utility allowance or reimbursement with flat rents. When the family elects to pay the flat rent, the flat rent amount quoted to the family by the PHA is the amount the family pays. Changes in family income, expenses, or composition will not affect the flat rent amount because it is outside the income-based formula.

Policies related to the reexamination of families paying flat rent are contained in Chapter 9, and policies related to the establishment and review of flat rents are contained in Chapter 16.

##### **Family Choice in Rents [24 CFR 960.253(a) and (e)]**

Once each year, the PHA must offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year. The PHA must document that flat rents were offered to families under the methods used to determine flat rents for the PHA.

The annual PHA offer to a family of the choice between flat and income-based rent will be conducted upon admission and upon each subsequent annual reexamination.

The PHA will require families to submit their choice of flat or income-based rent in writing and will maintain such requests in the tenant file as part of the admission or annual reexamination process.

The PHA must provide sufficient information for families to make an informed choice. This information must include the PHA's policy on switching from flat rent to income-based rent due to financial hardship and the dollar amount of the rent under each option. However, if the family chose the flat rent for the previous year the PHA is required to provide an income-based rent amount only in the year that a reexamination of income is conducted or if the family specifically requests it and submits updated income information.

### **Switching from Flat Rent to Income-Based Rent Due to Hardship [24 CFR 960.253(f)]**

A family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship. If the PHA determines that a financial hardship exists, the PHA must immediately allow the family to switch from flat rent to the income-based rent.

Upon determination by the PHA that a financial hardship exists, the PHA will allow a family to switch from flat rent to income-based rent effective the first of the month following the family's request.

Reasons for financial hardship include:

- The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance
- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items
- Such other situations determined by the PHA to be appropriate

The PHA considers payment of flat rent to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent [PH Occ GB, p. 137].

The family may also have the option of switching from income-based rent to flat rent if an increase in income warrants an Interim Reexamination, and if it is determined that a financial hardship exists due to the increase in income, which would result in the family paying less with a flat rent than the income-based rent. This is permitted on the theory that the PHA would rather not lose the family because of the financial hardship of the increased rent.

### **Change and Review of Flat Rents**

The PHA will review flat rents annually. Changes to flat rents, up or down, will not affect families paying flat rent until their next annual flat rent offer, at which time the family will be given the choice of switching back to income-based rent or of remaining on flat rent at the current (most recently adjusted) flat rent for their unit [PH Occ GB, pp. 137-138].

### **Flat Rents and Earned Income Disallowance [A&O FAQs]**

Because the EID is a function of income-based rents, a family paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID. If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred.

A family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their 48 month period would have the 12 cumulative months of full (100 percent) and phase-in (50 percent) exclusion continue while paying flat rent as long as the employment that is the subject of the exclusion continues, and the 48-month lifetime limit would continue uninterrupted. A family paying flat rent could therefore see a family member's 48-month lifetime limit expire while the family is paying flat rent.

### **Flat Rents and Mixed Families [A&O FAQs]**

Mixed families electing to pay flat rent must first have a flat rent worksheet completed to see if the flat rent must be prorated. The worksheet is located in Appendix III of the *Form HUD-50058 Instruction Booklet*.

If the flat rent is greater than or equal to the public housing maximum rent, there is no proration of flat rent and the family pays the flat rent for the unit.

If the flat rent is less than the maximum rent, the worksheet will calculate a prorated flat rent. The mixed family will pay the prorated flat rent.

**EXHIBIT 6-1: ANNUAL INCOME INCLUSIONS**

**24 CFR 5.609**

*(a) Annual income means all amounts, monetary or not, which:*

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph (c) 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 compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
- (6) Welfare assistance payments.
  - (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
    - (A) Qualify as assistance under the TANF program definition at 45 CFR 260.31<sup>1</sup>; and
    - (B) Are not otherwise excluded under paragraph (c) of this section.

<sup>1</sup> Text of 45 CFR 260.31 follows (next page).

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

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

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

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

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section)

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

#### HHS DEFINITION OF "ASSISTANCE"

#### 45 CFR: GENERAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

#### 260.31 What does the term "assistance" mean?

(a)(1) The term "assistance" includes cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

(2) It includes such benefits even when they are:

(i) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

(ii) Conditioned on participation in work experience or community service (or any other work activity under 261.30 of this chapter).

(3) Except where excluded under paragraph (b) of this section, it also includes supportive services such as transportation and child care provided to families who are not employed.

(b) [The definition of "assistance"] excludes: (1) Nonrecurrent, short-term benefits that:

(i) Are designed to deal with a specific crisis situation or episode of need;

(ii) Are not intended to meet recurrent or ongoing needs; and

(iii) Will not extend beyond four months.

(2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

(3) Supportive services such as child care and transportation provided to families who are employed;

(4) Refundable earned income tax credits;

(5) Contributions to, and distributions from, Individual Development Accounts;

(6) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

(7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of [the Social Security] Act, to an individual who is not otherwise receiving assistance

## EXHIBIT 6-2: ANNUAL INCOME EXCLUSIONS

### 24 CFR 5.609

(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 payments 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 Sec. 5.403;

(6) Subject to paragraph (b)(9) of this section, 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 publicly 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, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

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

(9) Temporary, nonrecurring or sporadic income (including gifts);

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

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

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

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

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

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under 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. [See the following chart for a list of benefits that qualify for this exclusion.]

Sources of Income Excluded by Federal Statute from Consideration as Income for Purposes of Determining Eligibility or Benefits
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a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));

b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);

c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L- 94-540, 90 Stat. 2503-04);

h) The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);

i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));

k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);

m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));

o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from

spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

## EXHIBIT 6-3: TREATMENT OF FAMILY ASSETS

### 24 CFR 5.603(b) Net Family Assets

(1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

(2) 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 under Sec. 5.609.

(3) In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

(4) For purposes of determining annual income under Sec. 5.609, the term "net family assets" does not include the value of a home currently being purchased with assistance under part 982, subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home.

## EXHIBIT 6-4: EARNED INCOME DISALLOWANCE

### 24 CFR 960.255 Self-sufficiency incentive—Disallowance of increase in annual income.

(a) *Definitions.* The following definitions apply for purposes of this section.

*Disallowance.* Exclusion from annual income.

*Previously unemployed* includes a person who 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.

*Qualified family.* A family residing in public housing:

(i) Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;

(ii) Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or

(iii) Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. 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.

(b) *Disallowance of increase in annual income.*

(1) *Initial twelve month exclusion.* During the cumulative twelve month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income (as defined in 5.609 of this title) of a qualified family any increase in income of the family member as a result of employment over prior income of that family member.

(2) *Second twelve month exclusion and phase-in.* During the second cumulative twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

(3) *Maximum four year disallowance.* The disallowance of increased income of an individual family member as provided in paragraph (b)(1) or (b)(2) of this section is limited to a lifetime 48 month period. It only applies for a maximum of twelve months for disallowance under paragraph (b)(1) and a maximum of twelve months for disallowance under paragraph (b)(2), during the 48 month period starting from the initial exclusion under paragraph (b)(1) of this section.

(c) *Inapplicability to admission.* The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).

(d) *Individual Savings Accounts.* As an alternative to the disallowance of increases in income as a result of employment described in paragraph (b) of this section, a PHA may choose to provide for individual savings accounts for public housing residents who pay an income-based rent, in accordance with a written policy, which must include the following provisions:

- (1) The PHA must advise the family that the savings account option is available;
- (2) At the option of the family, the PHA must deposit in the savings account the total amount that would have been included in tenant rent payable to the PHA as a result of increased income that is disallowed in accordance with paragraph (b) of this section;
- (3) Amounts deposited in a savings account may be withdrawn only for the purpose of:

- (i) Purchasing a home;
  - (ii) Paying education costs of family members;
  - (iii) Moving out of public or assisted housing; or
  - (iv) Paying any other expense authorized by the PHA for the purpose of promoting the economic self-sufficiency of residents of public housing;
- (4) The PHA must maintain the account in an interest bearing investment and must credit the family with the net interest income, and the PHA may not charge a fee for maintaining the account;
  - (5) At least annually the PHA must provide the family with a report on the status of the account; and
  - (6) If the family moves out of public housing, the PHA shall pay the tenant any balance in the account, minus any amounts owed to the PHA

## EXHIBIT 6-5: THE EFFECT OF WELFARE BENEFIT REDUCTION

### 24 CFR 5.615

#### Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.

*(a) Applicability.* This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).

*(b) Definitions.* The following definitions apply for purposes of this section:

*Covered families.* Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

*Economic self-sufficiency program.* See definition at Sec. 5.603.

*Imputed welfare income.* The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

*Specified welfare benefit reduction.*

(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

(2) "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) because a family member has not complied with other welfare agency requirements.

*(c) Imputed welfare income.*

(1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.

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

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

(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed

(5) The PHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

*(d) Review of PHA decision.*

(1) Public housing. If a public housing tenant claims that the PHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the tenant written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. The PHA notice shall also state that if the tenant does not agree with the PHA determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review the PHA determination. The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on the PHA determination.

(2) Section 8 participant. A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review the PHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the family written notice of such denial, with a brief explanation of the basis for the PHA determination

of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with the PHA determination, the family may request an informal hearing on the determination under the PHA hearing procedure.

*(e) PHA relation with welfare agency.*

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

(2) The PHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the PHA. However, the PHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

(3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The PHA shall be entitled to rely on the welfare agency notice to the PHA of the welfare agency's determination of a specified welfare benefits reduction.

## Chapter 7

### VERIFICATION

[24 CFR 960.259, 24 CFR 5.230]

#### INTRODUCTION

The PHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and tenants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family.

The PHA will follow the verification guidance provided by HUD in **PIH Notice 2004-01** Verification Guidance ("VG") and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary PHA policies.

Part I describes the general verification process. More detailed requirements related to individual factors are provided in subsequent parts including family information (Part II), income and assets (Part III), and mandatory deductions (Part IV).

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies established by the PHA.

#### PART I: GENERAL VERIFICATION REQUIREMENTS

##### A. FAMILY CONSENT TO RELEASE OF INFORMATION

[24 CFR 960.259, 24 CFR 5.230]

The family must supply any information that the PHA or HUD determines is necessary to the administration of the program and must consent to PHA verification of that information [24 CFR 960.259(a)(1)].

##### Consent Forms

It is required that all adult applicants and tenants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the PHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

##### Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the PHA will deny admission to applicants and terminate the lease of tenants. The family may request a hearing in accordance with the PHA's grievance procedures.

## **B. OVERVIEW OF VERIFICATION REQUIREMENTS**

### **HUD's Verification Hierarchy [VG, p. 11-14]**

HUD authorizes the PHA to use five methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

In order of priority, the forms of verification that the PHA will use are:

- Enterprise Income Verification (EIV) whenever available
- Third-party Written Verification
- Third-party Oral Verification
- Review of Documents
- Self-Certification

Each of the verification methods is discussed in subsequent sections below. Exhibit 7-1 at the end of the chapter contains an excerpt from the Verification Guidance that provides guidance with respect to how each method may be used.

### **Requirements for Acceptable Documents**

Any documents used for verification must be the original (not photocopies) and generally must be dated within 120 calendar days of the date they are provided to the PHA. The documents must not be damaged, altered or in any way illegible.

The PHA will accept documents dated up to 6 months before the effective date of the family's reexamination if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, the PHA would accept the most recent report.

Print-outs from web pages are considered original documents.

The PHA staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

Any family self-certifications must be made in a format acceptable to the PHA and must be signed in the presence of a PHA representative or PHA notary public.

### **File Documentation**

The PHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the PHA has followed all of the verification policies set forth in this ACOP. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

The PHA will document, in the family file, the following:

Reported family annual income

Value of assets

Expenses related to deductions from annual income

Other factors influencing the adjusted income or income-based rent determination

When the PHA is unable to obtain 3<sup>rd</sup> party verification, the PHA will document in the family file the reason that third-party verification was not available and will place a photocopy of the original document(s) in the family file. [24 CFR 960.259(c)(1); VG, p.15]

### **C. ENTERPRISE INCOME VERIFICATION (EIV)**

Enterprise Income Verification (EIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. EIV will be used to the extent that these systems are available to the PHA.

The PHA will inform all residents of its use of the following EIV resources during the reexamination process:

The PHA must restrict access to and safeguard EIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and EIV-generated information. No adverse action can be taken against a family until the PHA has independently verified the EIV information and the family has been granted an opportunity to contest any adverse findings through the PHA's informal review/hearing processes.

#### **Definition of Substantial Difference**

EIV information is used differently depending upon whether there is a *substantial difference* between information provided by the family and the EIV information. In "HUD Guidelines for Projecting Annual Income When EIV Data is Available," HUD recommends using \$200 per month as the threshold for a substantial difference. The PHA will use the \$200 per month as the threshold for a substantial difference.

See Chapter 6 for the PHA's policies on the definition of substantial difference and the use of EIV to project annual income and for the PHA's threshold for substantial difference.

#### **When No Substantial Difference Exists**

If EIV information does not differ substantially from family information, the EIV documentation may serve as third-party written verification.

#### **When a Substantial Difference Exists [24 CFR 5.236(b)]**

When there is a substantial difference between the information provided by the EIV source and the family, the PHA must request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s).

#### **Use of HUD's Enterprise Income Verification (EIV) System**

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for resident families. HUD requires the PHA to use the EIV system

when available. The following policies will apply when the PHA has access to HUD's EIV system.

The EIV system contains two main components: tenant income data reports and "exceeds threshold" reports.

### ***Tenant Income Data (TID) Reports***

The data shown on TID reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

The PHA will obtain TID reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

TID reports will be compared to family-provided information as part of the annual reexamination process. TID reports may be used in the calculation of annual income, as described in Chapter 6. TID reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between TID reports and family-provided information will be resolved as described in Chapter 6 and in this chapter.

TID reports will be used in interim reexaminations when it is necessary to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits, and to verify that families claiming zero income are not receiving income from any of these sources.

TID reports will be retained in resident files with the applicable annual or interim reexamination documents.

When the PHA determines through TID reports and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 15, Program Integrity.

### ***Exceeds Threshold Reports (ETRs)***

The ETR is a tool for identifying families who may have concealed or under-reported income. Data in the ETR represents income for past reporting periods and may be between 6 months and 30 months old at the time ETRs are generated.

Families who have not concealed or under-reported income may appear on the ETR in some circumstances, such as loss of a job or addition of new family members.

The PHA will generate and review ETRs on a monthly basis. The ETR threshold percentage will be adjusted as necessary based on the findings in the ETRs.

In reviewing ETRs, the PHA will begin with the largest discrepancies.

When the PHA determines that a resident appearing on the ETR has not concealed or under-reported income, the resident's name will be placed on a list of "false positive" reviews. To avoid multiple reviews in this situation, residents appearing on this list will be eliminated from ETR processing until a subsequent interim or annual reexamination has been completed.

When it appears that a family may have concealed or under-reported income, the PHA will request third-party written verification of the income in question.

When the PHA determines through ETR review and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 15, Program Integrity.

### ***EIV Identity Verification***

The EIV system verifies resident identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth.

When identity verification for a resident fails, a message will be displayed within the EIV system and no income information will be displayed.

The PHA will identify residents whose identity verification has failed as part of the annual reexamination process.

The PHA will attempt to resolve PIC/SSA discrepancies by reviewing file documents. When the PHA determines that discrepancies exist due to PHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

## **D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION**

### **Reasonable Effort and Timing**

Unless third-party verification is not required as described below, HUD requires the PHA to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification [VG, p. 15].

The PHA will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

The PHA may mail, fax, e-mail, or hand deliver third-party written verification requests and will accept third-party responses using any of these methods. The PHA will send a written request for verification to each required source within 5 business days of securing a family's authorization for the release of the information and give the source 10 business days to respond in writing. If a response has not been received by the 11<sup>th</sup> business day, the PHA will request third-party oral verification.

The PHA will make a minimum of two attempts, one of which may be oral, to obtain third-party verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, PHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification the PHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

If a third party agrees to confirm in writing the information provided orally, the PHA will wait no more than 5 business days for the information to be provided. If the information is not provided by the 6<sup>th</sup> business day, the PHA will use any information provided orally in combination with reviewing family-provided documents (see below).

### **When Third-Party Information is Late**

When third-party verification has been requested and the timeframes for submission have been exceeded, the PHA will use the information from documents on a provisional basis. If the PHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, the PHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of the PHA's interim reexamination policy.

### **When Third-Party Verification is Not Required**

#### ***Primary Documents***

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

#### ***Certain Assets and Expenses***

The PHA may accept a self-certification from the family as verification of assets disposed of for less than fair market value.

The PHA may determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification [VG, p. 15].

The PHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$500 annually and the family has original documents that support the declared amount.

#### ***Certain Income, Asset and Expense Sources***

The PHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification [VG, p. 15]. For example, the PHA will rely upon review of documents when the PHA determines that a third party's privacy rules prohibit the source from disclosing information.

The PHA will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.

If the family cannot provide original documents, the PHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18].

The PHA will document, in the family file, the reason that the third-party verification was not available and will place a photocopy of the original document(s) in the family file. [VG, p. 15]

## **E. REVIEW OF DOCUMENTS**

### **Using Review of Documents as Verification**

If the PHA has determined that third-party verification is not available or not required, the PHA will use documents provided by the family as verification.

The PHA may also review documents when necessary to help clarify information provided by third parties. In such cases the PHA will document in the file how the PHA arrived at a final conclusion about the income or expense to include in its calculations.

**F. SELF-CERTIFICATION**

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the PHA.

The PHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a PHA representative or PHA notary public.

**PART II: VERIFYING FAMILY INFORMATION**

**A. VERIFICATION OF LEGAL IDENTITY**

The PHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicle identification card U.S. military discharge (DD 214) U.S. passport Employer identification card	Certificate of birth Adoption papers Custody agreement Health and Human Services ID School records

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at the PHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to the PHA and be signed in the presence of a PHA representative or PHA notary public.

Legal identity will be verified on an as needed basis.

**B. SOCIAL SECURITY NUMBERS [24 CFR 5.216]**

For every family member, the family must provide documentation of a valid social security number (SSN), or a self-certification stating that no SSN has been issued. The self-certification must be executed personally by any family member 18 or older, or by a parent or guardian for a minor.

If the family reports an SSN but cannot provide acceptable documentation of the number, the PHA will require a self-certification stating that documentation of the SSN cannot be provided at this time. The PHA will require documentation of the SSN within 60 calendar days from the date of the family member's self-certification mentioned above. If the family is an applicant, assistance cannot be provided until proper documentation of the SSN is provided.

The PHA will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office.

For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, the PHA will grant an additional 60 calendar days to provide documentation.

Social security numbers must be verified only once during continuously-assisted occupancy.

If any family member obtains an SSN after admission to the program, the new SSN must be disclosed at the next regularly scheduled reexamination. In addition, if a child reaches the age of 6 and has no SSN, the parent or guardian must execute a self-certification stating that the child has no SSN at the next regularly scheduled reexamination.

The social security numbers of household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

### **C. DOCUMENTATION OF AGE**

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of social security retirement benefits cannot be provided, the PHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded).

Age must be verified only once during continuously-assisted occupancy.

### **D. FAMILY RELATIONSHIPS**

Applicants and tenants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

#### **Marriage**

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a marital relationship, the PHA will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

### **Separation or Divorce**

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a separation or divorce, the PHA will require the family to document the divorce or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

### **Absence of Adult Member**

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

### **Foster Children and Foster Adults**

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

## **E. VERIFICATION OF STUDENT STATUS**

The PHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

The family claims full-time student status for an adult other than the head, spouse, or cohead, or

The family claims a child care deduction to enable a family member to further his or her education.

## **F. DOCUMENTATION OF DISABILITY**

The PHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The PHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA will not place this information in the tenant file. Under no circumstances will the PHA request a resident's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at [www.os.dhhs.gov](http://www.os.dhhs.gov).

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

#### **Family Members Receiving SSA Disability Benefits**

Verification of receipt of SSA benefits or SSI based upon disability is sufficient for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions [VG, p. 23].

For family members claiming disability who receive SSI or other disability payments from the SSA, the PHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system when it is available, or HUD's Tenant Assessment Subsystem (TASS). If documentation from HUD's EIV System or TASS is not available, the PHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), the PHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from [www.ssa.gov](http://www.ssa.gov). Once the applicant or resident receives the benefit verification letter they will be required to provide it to the PHA.

#### **Family Members Not Receiving SSA Disability Benefits**

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

### **G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]**

## **Overview**

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. See the Eligibility chapter for detailed discussion of eligibility requirements. This chapter (7) discusses HUD and PHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy [24 CFR 5.508(g)(5)]

### **U.S. Citizens and Nationals**

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

The PHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

### **Eligible Immigrants**

#### ***Documents Required***

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.

***PHA Verification*** For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7 C of this ACOP. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the PHA must verify immigration status with the U.S. Citizenship and Immigration Services (USCIS).

The PHA will follow all USCIS protocols for verification of eligible immigration status.

## **H. VERIFICATION OF PREFERENCE STATUS**

The PHA must verify any preferences claimed by an applicant.

The PHA offers a preference for working families, described in Section 4 B.

The PHA may verify that the family qualifies for the working family preference based on the family's submission of the working member's most recent paycheck stub indicating that the

working member works at least 20 hours per week. The paycheck stub must have been issued to the working member within the last thirty days.

The PHA may also seek third party verification from the employer of the head, spouse, cohead or sole member of a family requesting a preference as a working family.

### **PART III: VERIFYING INCOME AND ASSETS**

Chapter 6, Part I of this ACOP describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides PHA policies that supplement the general verification procedures specified in Part I of this chapter.

#### **A. EARNED INCOME**

##### **Tips**

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

#### **B. BUSINESS AND SELF EMPLOYMENT INCOME**

Business owners and self-employed persons will be required to provide:

An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year.

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.

The PHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the PHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the PHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the PHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

#### **C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS**

##### **Social Security/SSI Benefits**

To verify the SS/SSI benefits of applicants, the PHA will request a current (dated within the last 120 days) SSA benefit verification letter from each family member that receives social security

benefits. If the family is unable to provide the document(s), the PHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from [www.ssa.gov](http://www.ssa.gov). Once the applicant has received the benefit verification letter they will be required to provide it to the PHA.

To verify the SS/SSI benefits of residents, the PHA will obtain information about social security/SSI benefits through the HUD EIV System or the Tenant Assessment Subsystem (TASS). If benefit information is not available in HUD systems, the PHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) the PHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from [www.ssa.gov](http://www.ssa.gov). Once the resident has received the benefit verification letter they will be required to provide it to the PHA.

#### **D. ALIMONY OR CHILD SUPPORT**

The way the PHA will seek verification for alimony and child support differs depending on whether the family declares that it receives regular payments. The PHA will count payments in arrears if they are paid monthly. Any payments in arrears received in a lump sum will not be counted.

If the family declares that it *receives regular payments*, verification will be sought in the following order.

If payments are made through a state or local entity, the PHA will request a record of payments for the past 12 months and request that the entity disclose any known information about the likelihood of future payments.

Third-party verification from the person paying the support

Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules

Copy of the latest check and/or payment stubs

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 the family declares that it *receives irregular or no payments*, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts

If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

Note: Families are not required to undertake independent enforcement action.

#### **E. ASSETS AND INCOME FROM ASSETS**

##### **Assets Disposed of for Less than Fair Market Value**

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. The PHA needs to verify only those certifications that warrant documentation.

The PHA will verify the value of assets disposed of only if:

The PHA does not already have a reasonable estimation of its value from previously collected information, or

The amount reported by the family in the certification appears obviously in error.

**Example 1: An elderly participant reported a \$10,000 certificate of deposit at the last annual reexamination and the PHA verified this amount. Now the person reports that she has given this \$10,000 to her son. The PHA has a reasonable estimate of the value of the asset; therefore, reverification of the value of the asset is not necessary.**

**Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately 5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, the PHA will verify the value of this asset.**

#### **F. NET INCOME FROM RENTAL PROPERTY**

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant

A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, the PHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

#### **G. RETIREMENT ACCOUNTS**

When third-party verification is not available the type of original document that will be accepted depends upon the family member's retirement status.

*Before* retirement, the PHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

*Upon* retirement, the PHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

*After* retirement, the PHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

## **H. INCOME FROM EXCLUDED SOURCES**

A detailed discussion of excluded income is provided in Chapter 6, Part I.

The PHA must obtain verification for income exclusions only if, without verification, the PHA would not be able to determine whether the income is to be excluded. For example: If a family's 16 year old has a job at a fast food restaurant, the PHA will confirm that PHA records verify the child's age but will not send a verification request to the restaurant. However, if a family claims the earned income disallowance for a source of income, both the source and the income must be verified.

The PHA will reconcile differences in amounts reported by the third party and the family only when the excluded amount is used to calculate the family's rent (as is the case with the earned income disallowance). In all other cases, the PHA will report the amount to be excluded as indicated on documents provided by the family.

## **I. ZERO ANNUAL INCOME STATUS**

The PHA will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by families claiming to have zero annual income. Zero Income Status will be reverified every 90 days.

# **PART IV: VERIFYING MANDATORY DEDUCTIONS**

## **A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS**

The dependent and elderly/disabled family deductions require only that the PHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

### **Dependent Deduction**

See Chapter 6 for a full discussion of this deduction. The PHA will verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse or cohead of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

### **Elderly/Disabled Family Deduction**

See the Eligibility chapter for a definition of elderly and disabled families and Chapter 6 for a discussion of the deduction. The PHA will verify that the head, spouse, or cohead is 62 years of age or older or a person with disabilities.

## **B. MEDICAL EXPENSE DEDUCTION**

Policies related to medical expenses are found in Chapter 6. The amount of the deduction will be verified following the standard verification procedures described in Part I.

### **Amount of Expense**

The PHA will provide a third-party verification form directly to the medical provider requesting the needed information.

Medical expenses will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. In this case the PHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The PHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months

In addition, the PHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

### **Eligible Household**

The medical expense deduction is permitted only for households in which the head, spouse, or cohead is at least 62 or a person with disabilities. The PHA will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter, and as described in Chapter 7 of this plan.

### **Qualified Expenses**

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses. See Chapter 6 for the PHA's policy on what counts as a medical expense.

### **Unreimbursed Expenses**

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

### **Expenses Incurred in Past Years**

When anticipated costs are related to on-going payment of medical bills incurred in past years, the PHA will verify:

The anticipated repayment schedule

The amounts paid in the past, and

Whether the amounts to be repaid have been deducted from the family's annual income in past years

### **C. DISABILITY ASSISTANCE EXPENSES**

Policies related to disability assistance expenses are found in 6 E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

#### **Amount of Expense**

##### ***Attendant Care***

The PHA will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months

##### ***Auxiliary Apparatus***

Expenses for auxiliary apparatus will be verified through:

Third-party verification of anticipated purchase costs of auxiliary apparatus

If third-party is not possible, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months

If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months

In addition, the PHA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in 7 F above).
- The expense permits a family member, or members, to work (as described in 6 E.).
- The expense is not reimbursed from another source (as described in 6 E.).

#### **Family Member is a Person with Disabilities**

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The PHA will verify that the expense is incurred for a person with disabilities (See 7 F.).

#### **Family Member(s) Permitted to Work**

The PHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

The PHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See 6 E.).

If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

### **Unreimbursed Expenses**

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

An attendant care provider will be asked to certify that, to the best of the provider's knowledge the expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

## **D. CHILD CARE EXPENSES**

Policies related to child care expenses are found in Chapter 6. The amount of the deduction will be verified following the standard verification procedures described in Part I. In addition, the PHA must verify that:

- The child is eligible for care.
- The costs claimed are not reimbursed.
- The costs enable a family member to pursue an eligible activity.
- The costs are for an allowable type of child care.
- The costs are reasonable.

### **Eligible Child**

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. The PHA will verify that the child being cared for (including foster children) is under the age of 13.

### **Unreimbursed Expense**

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

The child care provider will be asked to certify that, to the best of the provider's knowledge, the child care expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source.

### **Pursuing an Eligible Activity**

The PHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

### ***Information to be Gathered***

The PHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

### ***Seeking Work***

Whenever possible the PHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the PHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to the PHA any reports provided to the other agency.

In the event third-party verification is not available, the PHA will provide the family with a form on which the family member must record job search efforts. The PHA will review this information at each subsequent reexamination for which this deduction is claimed.

### ***Furthering Education***

The PHA will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered.

### ***Gainful Employment***

The PHA will seek verification from the employer of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

### **Allowable Type of Child Care**

The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 6.

The PHA will verify that the type of child care selected by the family is allowable, as described in Chapter 6.

The PHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

The PHA will verify that the child care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

### **Reasonableness of Expenses**

Only reasonable child care costs can be deducted.

The actual costs the family incurs will be compared with the PHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the PHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

**Exhibit 7-1: Excerpt from HUD Verification Guidance Notice (PIH 2004-01, pp. 11-14)**

<b>Upfront (UIV)</b>	<b>Highest (Highly Recommended, Highest level of third party verification)</b>
<b>Written 3<sup>rd</sup> Party</b>	<b>High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information)</b>
<b>Oral 3<sup>rd</sup> Party</b>	<b>Medium-Low (Use on provisional basis if upfront income verification is not available)</b>
<b>Document Review</b>	<b>Medium-Low (Use on provisional basis)</b>
<b>Tenant Declaration</b>	<b>Low (Use on provisional basis)</b>

Income Type	Upfront (LEVEL 5)	Written Third Party (LEVEL 4)	Oral Third Party (LEVEL 3)	Document Review (LEVEL 2)	Tenant Declaration (LEVEL 1)
Wages/Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.	In the event the independent source does not respond to the PHA's written request for information, the PHA may contact the independent source by phone or make an in person visit to obtain the requested information.	When neither form of third party verification can be obtained, the PHA may accept original documents such as consecutive pay stubs (HUD recommends the PHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.
	Agreements with private vendor agencies, such as The Work Number or ChoicePoint to obtain wage and salary information.	The PHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The PHA mails the form to SSA and the statement will be sent to the address the PHA specifies on the form.			
	Use of HUD systems, when available.				

**Verification of Employment Income:** The PHA should always obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.

**Effective Date of Employment:** The PHA should always confirm start and termination dates of employment.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Self-Employment	Not Available	The PHA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The PHA may call the source to obtain income information.	The PHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not obtained.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.
<p><b>Verification of Self-Employment Income:</b> Typically, it is a challenge for PHAs to obtain third party verification of self-employment income. When third party verification is not available, the PHA should always request a notarized tenant declaration that includes a perjury statement.</p>					
Social Security Benefits	Use of HUD Tenant Assessment System (TASS) to obtain current benefit history and discrepancy reports.	The PHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. <b>(Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)</b>	The PHA may call SSA, with the tenant on the line, to obtain current benefit amount. <b>(Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)</b>	The PHA may accept an original SSA Notice from the tenant. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.
Welfare Benefits	Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The PHA may call the local Social Services Agency to obtain current benefit amount.	The PHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.

**Exhibit 7-2: Summary of Documentation Requirements for Noncitizens  
[HCV GB, pp. 5-9 and 5-10]**

<ul style="list-style-type: none"> <li>• All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA.</li> <li>• Except for persons 62 or older, all noncitizens must sign a verification consent form</li> <li>• Additional documents are required based upon the person's status.</li> </ul>	
<p><b>Elderly Noncitizens</b></p> <ul style="list-style-type: none"> <li>• A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.</li> </ul>	
<p><b>All other Noncitizens</b></p> <ul style="list-style-type: none"> <li>• Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.</li> </ul>	
<ul style="list-style-type: none"> <li>• Form I-551 Alien Registration Receipt Card (for permanent resident aliens)</li> <li>• Form I-94 Arrival-Departure Record annotated with one of the following:             <ul style="list-style-type: none"> <li>• “Admitted as a Refugee Pursuant to Section 207”</li> <li>• “Section 208” or “Asylum”</li> <li>• “Section 243(h)” or “Deportation stayed by Attorney General”</li> <li>• “Paroled Pursuant to Section 221 (d)(5) of the USCIS”</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Form I-94 Arrival-Departure Record with no annotation accompanied by:             <ul style="list-style-type: none"> <li>• A final court decision granting asylum (but only if no appeal is taken);</li> <li>• A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90);</li> <li>• A court decision granting withholding of deportation; or</li> <li>• A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”.</li> </ul>	<ul style="list-style-type: none"> <li>• Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”.</li> </ul>
<ul style="list-style-type: none"> <li>• A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or</li> <li>• Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the <i>Federal Register</i></li> </ul>	

FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road
Uniontown, PA 15401

BANK VERIFICATION

Three horizontal lines for address or contact information.

To Whom It May Concern:

We are required to verify the incomes of all family members applying for or participating in Fayette County Housing Authority programs. To comply with these requirements, we ask your cooperation in completing the applicable items below for the individual listed below. This information will be used only in determining the eligibility and rent of the family.

Your prompt return of this letter will be appreciated. If you have any questions, please call me at (724)

Sincerely,

Fayette County Housing Authority

Applicant/Tenant's Name \_\_\_\_\_

Applicant/Tenant's SSN \_\_\_\_\_

Table with 5 columns: Account Type, Current Amount, Avg. Bal./6 months, Interest Rate, Penalty for Early Withdrawal. Rows include Checking Account, Passbook Savings, CD Accounts, Money Market Accounts, and Other Accounts (type).

Signature, Banking Institution

Phone Number

Date

I hereby authorize the release of the following information to the Fayette County Housing Authority.

SIGNATURE

DATE

# FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road  
Uniontown, PA 15401

## CHILD CARE COST VERIFICATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Whom It May Concern:

We are required to verify child care costs of all members of families applying for or participating in Fayette County Housing Authority programs. To comply with these requirements, we ask your cooperation in completing this form. We will keep this information in strict confidence and use it only to determine the eligibility status and rent of the family. Your prompt return of this letter will be appreciated. If you have any questions, please call me at (724)

Sincerely,

Fayette County Housing Authority

Applicant/Tenant's Name \_\_\_\_\_

I hereby certify that I provide child care (name of child/children cared for under age 13) \_\_\_\_\_, who reside in the household of \_\_\_\_\_

I care for the child/children so that a family member can: \_\_\_\_\_ Work \_\_\_\_\_ Attend School.

I will be caring for the child/children \_\_\_\_\_ hours per week, \_\_\_\_\_ weeks of the year,  
and I will be paid:

_____ Once per week	Amount per week \$ _____
_____ Every 2 weeks	Amount per 2 weeks \$ _____
_____ Once per month	Amount per month \$ _____

Name of child care provider \_\_\_\_\_  
(Please Print)

Signature of child care provider \_\_\_\_\_

Phone Number of Child Care Provider \_\_\_\_\_

Date \_\_\_\_\_

I hereby authorize the release of the requested information to the Fayette County Housing Authority.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road  
Uniontown, PA 15401

CHILD SUPPORT INCOME VERIFICATION

Fayette County Domestic Relations  
Fayette County Court House  
22 E. Main Street  
Uniontown, PA 15401

To Whom It May Concern:

We are required to verify the incomes of family members applying for or participating in the Fayette County Housing Authority programs. To comply with these requirements, we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only in determining the eligibility status and rent of the family.

Your prompt return of this letter will be appreciated. If you have any questions, please our Office at (724)

Sincerely,

Fayette County Housing Authority

Applicant's Name: \_\_\_\_\_

Applicant's SSN: \_\_\_\_\_

1. Name of Person Paying Child Support: \_\_\_\_\_

Address: \_\_\_\_\_

2. Amount of Child Support, Per Month: \_\_\_\_\_

3. Remarks: \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

I hereby authorize the release of the requested information to the Fayette County Housing Authority.

SIGNATURE

DATE

FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road
Uniontown, PA 15401

DISABILITY/WORKMAN'S COMPENSATION INCOME VERIFICATION

Three horizontal lines for address or contact information.

To Whom It May Concern:

We are required to verify the incomes of family members applying for or participating in Fayette County Housing Authority programs. To comply with these requirements, we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only in determining the eligibility status and rent of the family.

Your prompt return of this letter will be appreciated. If you have any questions, please call me at (724)

Sincerely,

Fayette County Housing Authority

Applicant/Tenant's Name:
Applicant/Tenant's SSN:
Applicant/Tenant's Claim Number:

Gross weekly payment \$
Is Claimant eligible for further benefits Yes No
Date of initial payment
Duration of benefits
Termination date of benefits

SIGNATURE
TITLE PHONE NO.
DATE

I hereby authorize the release of the requested information to the Fayette County Housing Authority.

SIGNATURE DATE

FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road
Uniontown, PA 15401

EMPLOYMENT INCOME VERIFICATION

Three horizontal lines for address or contact information.

To Whom It May Concern:

We are required to verify the income of all members of families applying for or participating in the Fayette County Housing Authority programs. To comply with these requirements, we ask your cooperation in completing this form. We will keep this information in strict confidence and use it only to determine the eligibility status and rent of the family.

Your prompt return of this letter will be appreciated. If you have any questions, please call me at (724)

Sincerely,

Fayette County Housing Authority



Applicant/Tenant's Name: \_\_\_\_\_

Applicant/Tenant's SSN: \_\_\_\_\_



1. Employed since: \_\_\_\_\_ Occupation: \_\_\_\_\_

If no longer employed, last day of work: \_\_\_\_\_

2. Salary: Base pay rate: Per hour: \$ \_\_\_\_\_ Per week: \$ \_\_\_\_\_ Per month: \$ \_\_\_\_\_

Average hours per week at base pay rate: \_\_\_\_\_

Overtime pay rate: \$ \_\_\_\_\_

Expected average number of hours overtime worked per week during next 12 months: \_\_\_\_\_

Any other compensation not included above (specify for commissions, bonuses, tips, etc.)-

For \_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_

3. Is pay received for Vacation (Y/N): \_\_\_\_\_ Number of days per year: \_\_\_\_\_

4. Total Base Pay Earned Last 12 months: \$ \_\_\_\_\_

Total Overtime Earned Last 12 months: \$ \_\_\_\_\_

Firm Name \_\_\_\_\_

Signature/Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_



I hereby authorize the release of the requested information to the Fayette County Housing Authority.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road  
Uniontown, PA 15401

PENSION & ANNUITY VERIFICATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Whom It May Concern:

We are required to verify the incomes of all family members applying for or participating in Fayette County Housing Authority programs. To comply with these requirements, we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only in determining the eligibility status and rent of the family.

Your prompt return of this letter will be appreciated. If you have any questions, please our Office at (724)

Sincerely,

Fayette County Housing Authority

Applicant/Tenant's Name: \_\_\_\_\_

Applicant/Tenant's SSN: \_\_\_\_\_

Current monthly gross amount of pension or annuity: \$ \_\_\_\_\_

Deduction from gross for medical insurance premium: \$ \_\_\_\_\_

Date of initial award: \_\_\_\_\_

Effective date of current amount \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Phone Number*

I hereby authorize the release of the requested information to the Fayette County Housing Authority.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road
Uniontown, PA 15401

PUBLIC ASSISTANCE VERIFICATION STATEMENT

Fayette County Board of Assistance
41 W. Church Street
Uniontown, PA 15401

To Whom It May Concern:

We are required to verify the incomes of family members applying for or participating in Fayette County Housing Authority programs. To comply with these requirements, we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only in determining the eligibility status and rent of the family.

Your prompt return of this letter will be appreciated. If you have any questions, please call me at (724)

Sincerely,

Fayette County Housing Authority

Applicant/Tenant's Name
Applicant/Tenant's Social Security Number
Case No.
Number in Family
RATE PER MONTH
Monthly TANF
General Assistance

If not receiving Public Assistance because of sanction (result of fraud, failure to participate in a required program or failure to comply with a work requirement), verify person sanctioned, date of sanction and amount they would have qualified for.

Person Sanctioned
Date
Amount \$
Other Income: Source
\*\*Child Support Pass Through Payment
Monthly
Sporadically
IF SPORADIC, PLEASE STATE AMOUNT RECEIVED FOR THE PAST SIX (6) MONTHS \$

If sporadic, please explain

SIGNATURE/TITLE
PHONE NUMBER
DATE

I hereby authorize the release of the requested information to the Fayette County Housing Authority.

SIGNATURE
DATE

**FAYETTE COUNTY HOUSING AUTHORITY**

624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 434-2118

I understand and agree that a Credit & Reference Check will be completed for myself and anyone over age 18 in my household.

---

Head of Household & Date

---

Spouse & Date

---

Other Family Member of age 18

---

Other Family Member of age 18

---

F.C.H.A. Representative

FAYETTE COUNTY HOUSING AUTHORITY

POLICE RECORD VERIFICATION

Sheriff's Office
Fayette County Court House
Uniontown, PA 15401

Program
T.S.
Sect. 8

Head of Household

Dear Sir/Madam:

Our Tenant Selection/Section 8 Policy obliges us to verify certain information about all members of families for admission to our developments. To comply with this requirement, we ask your cooperation in supplying information of the criminal record of the person listed below. This information will be used to determine whether this individual can be accepted for admission.

If you have any questions, please call our office at (724) 434-2118.

Fayette County Housing Authority

Family Member Name:

Maiden Name:

Other Name:

Social Security Number:

Date of Birth:

Race:

Sex:

Place of Birth:

FOR ISSUING AUTHORITY ONLY:

[ ] NO CRIMINAL RECORD

[ ] HAS A CRIMINAL RECORD

Certified By

Phone Number

Date

I hereby authorize the release of the requested information.

SIGNATURE

DATE

## POLICE CHECK/CREDIT CHECK

\_\_\_\_\_  
Name

\_\_\_\_\_  
Birthdate

\_\_\_\_\_  
Most recent address

\_\_\_\_\_  
Social Security Number

### TO BE ADDED TO:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Head of Household

Relationship of person being added to lease \_\_\_\_\_

*(For Public Housing use only)*

Has this person ever been in this Household before?  Yes  No

If yes, reason for leaving \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Manager's/Management Aide Signature

Dec-02

## POLICE CHECK/CREDIT CHECK

\_\_\_\_\_  
Name

\_\_\_\_\_  
Birthdate

\_\_\_\_\_  
Most recent address

\_\_\_\_\_  
Social Security Number

### TO BE ADDED TO:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Head of Household

Relationship of person being added to lease \_\_\_\_\_

*(For Public Housing use only)*

Has this person ever been in this Household before?  Yes  No

If yes, reason for leaving \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Manager's/Management Aide Signature

Dec-02

**FAYETTE COUNTY HOUSING AUTHORITY**

Administration Office  
Tenant Selection Department  
624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 434-2117 or (724) 434-2116

**VERIFICATION OF ABILITY AND WILINGNESS TO COMPLY  
WITH FAYETTE COUNTY HOUSING AUTHORITY LEASE TERMS**

Name of Applicant \_\_\_\_\_ File Number \_\_\_\_\_

1. Please briefly describe your relationship and/or involvement with the above-named Applicant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. If you represent an agency please indicate the name and address of the agency:

\_\_\_\_\_  
\_\_\_\_\_

3. How long have you know/been involved with the Applicant?

Years \_\_\_\_\_ Months \_\_\_\_\_ Weeks \_\_\_\_\_

4. Can you give a personal or professional opinion about the Applicant's ability to comply with a public housing lease?  YES  NO If no, whom may we contact to determine potential lease compliance?

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

5. Dates of Applicant's affiliation/tenancy with you/your agency: From \_\_\_\_\_ To \_\_\_\_\_

6. Does the Applicant have a lease/occupancy agreement?  YES  NO

7. Does the Applicant share your home?  YES  NO

**8. Rent Payment**

A. Amount of monthly rent (if any): \$ \_\_\_\_\_

B. Does (did) Applicant pay rent on time?  YES  NO

C. Has (had) he/she ever paid late?  YES  NO

How late \_\_\_\_\_ How often \_\_\_\_\_

D. Have (had) you ever begun/completed eviction for nonpayment?  YES  NO

E. Do you provide any of the utilities for the unit?  YES  NO

F. Have tenant-paid utilities ever been disconnected?  YES  NO

G. If the Applicant paid no rent, has the Applicant made other regular payment while living with you (e.g. utility or telephone bill)?  YES  NO

Please describe your reasons for believing the Applicant will pay rent: \_\_\_\_\_

\_\_\_\_\_

### 9. Caring For The Unit

A. Does (did) the Applicant keep the unit clean, safe and sanitary?  YES  NO

B. Has (had) the Applicant damaged the unit?  YES  NO

Describe: \_\_\_\_\_

Cost to repair: \_\_\_\_\_ How often: \_\_\_\_\_

C. Has (had) the Applicant paid for the damage?  YES  NO

D. Will (did) you keep any security deposit (if applicable)?  YES  NO

E. Did the Applicant have problem with insect/rodent infestation?  YES  NO

F. Did the Applicant's housekeeping contribute to infestation?  YES  NO

### 10. General Lease Compliance

A. Is (was) the Applicant listed on the lease or occupancy agreement for the unit?  YES  NO

B. Does (did) the Applicant permit persons other than those on the lease to live in the unit on a regular basis?

C. Has (had) the Applicant, family members or guests damage d or vandalized the common areas?  
 YES  NO

D. Does (did) the Applicant, family members or guests create any physical hazards to the property or other persons?  YES  NO

Describe: \_\_\_\_\_

E. Does (did) the Applicant, family members or guests interfere with the rights and quiet enjoyment of other persons?  YES  NO

Describe: \_\_\_\_\_

F. Have the Applicant, family members or guests engaged in any criminal activity, including drug-related criminal activity, on the property?  YES  NO

G. Is the Applicant, family members or guest currently involved in the use or sale of illegal drugs, or has there been involvement in the recent past?  YES  NO

H. Has (had) the Applicant given you any false information?  YES  NO

Describe: \_\_\_\_\_

I. Has (had) the Applicant, family members or guests acted in a physically violent and/or verbally abusive manner toward other persons including staff?  YES  NO

Describe: \_\_\_\_\_

- J. Can the Applicant be expected to comply with contractual duties, such as making timely rent and utility payments, maintaining an apartment in a safe and sanitary condition, and respecting the rights of his/her neighbors?  YES  NO

**11. Ability to Comply with Lease Terms: Need For Assistance**

In your best professional and personal opinion can the Applicant perform the following activities that relate to lease compliance alone, or is assistance needed?

<u>Activity</u>	<u>Can Perform Alone</u>	<u>Needs Assistance</u>
Keep unit clean, sanitary and hazard-free	<input type="checkbox"/>	<input type="checkbox"/>
Avoid destruction of property	<input type="checkbox"/>	<input type="checkbox"/>
Manage finances/pay rent	<input type="checkbox"/>	<input type="checkbox"/>
Make timely utility payments	<input type="checkbox"/>	<input type="checkbox"/>
Respond to mail	<input type="checkbox"/>	<input type="checkbox"/>
Report income/status changes	<input type="checkbox"/>	<input type="checkbox"/>
Follow appropriate rules	<input type="checkbox"/>	<input type="checkbox"/>
Avoid disturbing neighbors	<input type="checkbox"/>	<input type="checkbox"/>
Avoid criminal activity	<input type="checkbox"/>	<input type="checkbox"/>

12. To your knowledge, will the Applicant have reliable assistance with the activities noted above as needing assistance if admitted to the Public Housing Program?  YES  NO

13. Does the Applicant live alone and comply with a lease now?  YES  NO

14. In your opinion, can the applicant comply with a lease in a Public Housing Apartment?  
 YES  NO

Describe: \_\_\_\_\_

\_\_\_\_\_  
Name of person completing this form

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of person completing this form

\_\_\_\_\_  
Agency/Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency/Business Phone Number

**APPLICANT RELEASE**

I, \_\_\_\_\_ hereby authorize the release of the information requested on this form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FAYETTE COUNTY HOUSING AUTHORITY**

Administration Office  
Tenant Selecting Department  
624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 434-2117 or (724) 434-2116

**ABILITY TO COMPLY WITH LEASE TERMS**

This form is only to be completed if landlord verifications are unavailable. It is to be completed for every Applicant without landlord references.

INSTRUCTIONS: The questions in Section I are to be asked at the interview. The questions in Section II are to be completed by the interviewer.

Statement to Applicant: We need to ask you some questions to see how you are getting along where you live now and how you will get along if you move into one of our apartments.

Applicant Name: \_\_\_\_\_ File # \_\_\_\_\_

Interviewer Name: \_\_\_\_\_ Date: \_\_\_\_\_

**I. QUESTIONS FOR APPLICANTS ON CARING FOR CURRENT RESIDENCE**

1. Do you care for your current room, house or apartment?  YES  NO  
If no, who helps you care for your current room, house or apartment?

Name and phone # \_\_\_\_\_

2. Can you keep an apartment clean enough to avoid health or sanitation problems and conditions that contribute to insect or rodent infestation?  YES  NO

3. Have you damaged or destroyed anything in your current room, house or apartment?  YES  NO

If yes, please explain what happened and why: \_\_\_\_\_

**MEETING FINANCIAL OBLIGATIONS, ESPECIALLY RENT**

1. Do you pay rent where you are currently living?  YES  NO

2. If no, do you make any regular payments (car loan, installment loan, credit card, utility bills, other \_\_\_\_\_?)  YES  NO

4. 3. If you make no regular payments, how can we verify your ability to make rent payments in the future?

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4. Do you pay your own bills at this time?  YES  NO  
If no, who currently pays your bills?

Name and phone # \_\_\_\_\_

**REPORTING CHANGES IN INCOME OR FAMILY STATUS**

1. Can you report changes in income or family status?  YES  NO

If no, please explain why not \_\_\_\_\_

2. Can you respond to notices that are mailed to you at your home?  YES  NO

If no, how should we get in touch with you? \_\_\_\_\_

**FOLLOWING APPROPRIATE RULES**

1. Do you have a lease where you live now?  YES  NO

2. If yes, with whom is your current lease? Name and phone # \_\_\_\_\_

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5. 3. If no, whom may we contact to verify your responsibilities of occupancy?

Name and phone # \_\_\_\_\_

4. If no, are there rules of tenancy where you now live?  YES  NO

5. If there are such rules where you now live, do you have any trouble following them?  YES  NO

If yes, please explain \_\_\_\_\_

**AVOIDING DISTURBING THE NEIGHBORS**

1. Are there neighbors near where you presently live?  YES  NO

2. Do you have any trouble getting along with your neighbors where you live now?  YES  NO

If yes, please explain \_\_\_\_\_

3. Have you or any family members ever engaged in physical violence toward your neighbors, landlord, or landlord's staff?  YES  NO

If yes, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Have you or any family members ever engaged in verbal abuse (threats, swearing, etc.) toward your neighbors, housing provider, or staff?  YES  NO

If yes, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### AVOIDING CRIMINAL ACTIVITY

1. Have you or any family members listed on this application been involved in any criminal activity that might adversely affect the health, safety or welfare of Public Housing Authority Tenants if it happened at the Public Housing Authority?  YES  NO

Examples of Criminal Activity include but are not limited to

- |                                      |   |
|--------------------------------------|---|
| 1. Homicide/Murder                   | 7. Drug Trafficking/Use/Possession                |
| 2. Rape or child molesting           | 8. Child Abuse/Domestic Violence                  |
| 3. Burglary/Robbery/Larceny          | 9. Public Intoxication/Drunk & Disorderly Conduct |
| 4. Threats or Harassment             | 10. Receiving Stolen Goods                        |
| 5. Destruction of Property/Vandalism | 11. Fraud   |
| 6. Assault or fighting               | 12. Prostitution                                  |
| 13. Disorderly conduct               |   |

2. Can and will you avoid being involved in any criminal activity in a Public Housing Authority apartment?  YES  NO The Public Housing Authority will also be checking with the police for any history of criminal activity.

### OTHER LEASE COMPLIANCE ISSUES

1. Have there been instances when you have not complied with an occupancy agreement or lease or have had trouble doing so?  YES  NO

If yes, please explain \_\_\_\_\_

2. Whom should we contact to verify your ability to comply with our lease?

\_\_\_\_\_

## II. QUESTIONS TO BE COMPLETED BY INTERVIEWER

1. Did the Applicant exhibit any behavior that might cause a problem with lease compliance if the Applicant were admitted?  YES  NO

If yes, describe behavior in detail: \_\_\_\_\_

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2. Did the applicant engage in any verbal abuse, threats, or swearing during the application interview?

YES  NO If yes, please describe behavior and what triggered it:

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If the interview and subsequent verifications demonstrate that the Applicant is currently complying with rules and responsibilities comparable to the Public Housing Authority's lease, no further documentation of ability to comply with lease terms is needed.

If a friend or family member is presently assisting the applicant with cleaning, personal finances, rule compliance, avoiding disturbances, or avoiding criminal activity, will that assistance be continued if the applicant is admitted to the Public Housing Authority? Is the person providing the assistance (or alternate) prepared to continue to provide such assistance?

If applicant is receiving assistance with the activities described above from a social service or government agency, is the agency prepared to continue to provide such assistance?

# FAYETTE COUNTY HOUSING AUTHORITY

Administration Office  
Tenant Selecting Department  
624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 434-2117 or (724) 434-2116

## ASSET VERIFICATION

### Request for Verification of Deposit

PRIVACY ACT NOTICE STATEMENT-This information is to be used by the agency collecting it in determining whether you qualify as a prospective Tenant or Mortgagor for mortgage insurance or guaranty as a borrower for rehabilitation loan under the agency's program. It will not be disclosed outside the agency without your consent except to financial institutions for verification of your deposits and as required and permitted by law. You do not have to give us this information, but, if you do not, your application for approval as a prospective Tenant or Mortgagor for mortgage insurance or guaranty or as a borrower for a rehabilitation loan may be delayed or rejected. This information request is authorized by Title 38, U.S.C., Chapter 37 (if VA); by 12 U.S.C., Section 1701 at seq., (if HUD/FA); and by 42 U.S.C., Section 1452b (if HUD/CPD).

### Instructions

PUBLIC HOUSING AUTHORITY: Complete items 1 through 8. Have Applicant(s) complete item 9. Forward directly to the Depository named in item 1. DEPOSITORY: Please complete items 10 through 15 and return directly to the Public Housing Authority named in item 2.

### Part 1. Request

1. TO (Name and address of Depository)

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2. FROM (Name and address of  
Public Housing Authority)

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I certify that this verification has been sent directly to the bank or depository and has not passed through the hands of the applicant or any other party.

3. \_\_\_\_\_  
Signature of Lender or Official

5. \_\_\_\_\_  
Date

4. \_\_\_\_\_  
Title

6. \_\_\_\_\_  
Lender's number (optional)

7. INFORMATION TO BE VERIFIED:

Type of Account and/or Loan	Account/Loan in Name of	Account/Loan #	Balance

TO DEPOSITORY: I have applied for Public Housing and stated that the balance on deposit and/or outstanding loans with you are as shown above. You are authorized to verify this information and to supply the lender or the local processing agency identified above with the information requested in items 10 through 12. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.

8. Name and address of Applicant(s)

9. Signature(s) of Applicant(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To be completed by Depository

Part II – Verification of Depository

10. DEPOSIT ACCOUNTS OF APPLICANT(S)

Type of Account	Account Number	Current Balance	Average Balance Previous 2 months	Date Opened

11. LOANS OUTSTANDING TO APPLICANT(S)

Loan #	Date of	Original	Current	Installments	Secured	# of Late
				per		
				per		
				per		

12. ADDITIONAL INFORMATION WHICH MAY BE OF ASSISTANCE IN DETERMINATION OF CREDIT WORTHINESS: (Please include information on loans paid-in-full as in item 11 above).

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13. \_\_\_\_\_  
Signature of Depository Official

14. \_\_\_\_\_  
Date

\_\_\_\_\_  
Title

The confidentiality of the information you have furnished will be preserved except where disclosure of this information is required

**FAYETTE COUNTY HOUSING AUTHORITY**

Administration Office  
Tenant Selecting Department  
624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 434-2117 or (724) 434-2116

**FULL-TIME STUDENT VERIFICATION**

Name of Educational Institution: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Dear Sir/Madam:

We are required to verify the full-time student status of individuals applying for admission to or living in federally assisted housing. To comply with this requirement, we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only to determine eligibility or rent.

Your prompt return of this letter will be appreciated. A self-addressed return envelope is enclosed. If you have any questions, please call our office at (724) 434-2117 or (724) 434-2116.

Tenant Selecting Supervisor

.....  
Check applicable space:

Referenced individual  is  is not a full time student in good standing at this institution.

Years remaining to complete degree or program: \_\_\_\_\_

Remarks \_\_\_\_\_

\_\_\_\_\_

.....  
**TENANT/APPLICANT RELEASE**

I, \_\_\_\_\_ hereby authorize the release of the requested information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FAYETTE COUNTY HOUSING AUTHORITY**

Administration Office  
Tenant Selecting Department  
624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 424-2117 or (724) 434-2116

**LANDLORD VERIFICATION SHEET**

Name of Applicant: \_\_\_\_\_

Current Address: \_\_\_\_\_

Name of  
Landlord: \_\_\_\_\_

Are you a relative or friend of the applicant? If so, please describe  
relationship: \_\_\_\_\_

Current Landlord \_\_\_\_\_ Previous Landlord \_\_\_\_\_ Other \_\_\_\_\_

Dates of Applicant's Tenancy: From \_\_\_\_\_ To \_\_\_\_\_

Does (did) the Applicant have a lease?  YES  NO

**1. Rent Payment**

A. Amount of monthly rent: \$ \_\_\_\_\_

B. Does (did) Applicant pay rent on time?  YES  NO

C. Has had he/she ever paid late?  YES  NO

How late? \_\_\_\_\_

How often? \_\_\_\_\_

D. Have (had) you ever begun/completed eviction for non-payment?  YES  NO

E. Do you provide any of the utilities for the unit?  YES  NO

F. Have tenant-paid utilities ever been disconnected?  YES  NO

**2. Caring for the Unit**

A. Does (did) the Applicant keep the unit clean, safe and sanitary?  YES  NO

B. Has (had) the Applicant damaged the unit?  YES  NO

Describe: \_\_\_\_\_  
—

Cost to repair? \_\_\_\_\_ How often? \_\_\_\_\_

C. Has (had) the Applicant paid for the damage?  YES  NO

D. Will (did) you keep any security deposit?  YES  NO

E. Does (did) the Applicant have problems with insect/rodent infestation?  YES  NO

F. Does (did) the Applicant's housekeeping contribute to infestation?  YES  NO

**3. 3. General**

A. Is (was) the Applicant listed on the lease for the unit?  YES  NO

B. Does (did) the Applicant permit persons other than those on the lease to live in the unit on a regular basis?  YES  NO

Describe: \_\_\_\_\_  
—

C. Has (had) the Applicant, family members or guests damaged or vandalized the common areas?  YES  NO

If yes, describe: \_\_\_\_\_

D. Does (did) the Applicant, family members or guests create any physical hazards to the project or other residents?  YES  NO

If yes, describe: \_\_\_\_\_

E. Does (did) the Applicant, family members or guests interfere with the rights and quiet enjoyment of other tenants?  YES  NO

If yes, describe: \_\_\_\_\_

F. Have the Applicant, family members or guests engaged in any criminal activity, including drug-related criminal activity?  YES  NO

If yes, describe: \_\_\_\_\_

G. Has (had) the Applicant given you any false information?  YES  NO

If yes, describe: \_\_\_\_\_

H. Has (had) the Applicant, family members or guests acted in a physically violent and/or verbally abusive manner toward neighbors, landlord, or landlord's staff?  YES  NO

If yes, describe: \_\_\_\_\_

I. Would you rent to this applicant again?  YES  NO

If not, why? \_\_\_\_\_

Signature of Landlord \_\_\_\_\_

Date \_\_\_\_\_

(Name of authorized project staff: telephone verification) \_\_\_\_\_

Date \_\_\_\_\_

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Applicant Release:

I, \_\_\_\_\_ hereby authorize the release of the requested information.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**FAYETTE COUNTY HOUSING AUTHORITY**

Administration Office  
Tenant Selecting Department  
624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 434-2117 or (724) 434-2116

**SELF-EMPLOYMENT INCOME VERIFICATION FORM**

Full Name of Applicant/Tenant: \_\_\_\_\_

Present Address of Applicant/Tenant: \_\_\_\_\_

\_\_\_\_\_

I hereby certify that I, \_\_\_\_\_ (Name) receive a total of

\$ \_\_\_\_\_ for the following work:

\_\_\_\_\_

\_\_\_\_\_

I expect to earn \$ \_\_\_\_\_ for the coming 12 months (From \_\_\_\_\_

To \_\_\_\_\_) for the following work:

\_\_\_\_\_

\_\_\_\_\_

I understand that if my actual earnings are different from those reported above, that I may be required to report any changes to the Fayette County Housing Authority.

\_\_\_\_\_  
Signature of Applicant/Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Date

Name of Notary Public: \_\_\_\_\_

Date Commission Expires: \_\_\_\_\_

# FAYETTE COUNTY HOUSING AUTHORITY

Administration Office  
Tenant Selecting Department  
624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 434-2117 or (724) 434-2116

## ZERO INCOME CHECKLIST AND WORKSHEET

### VERIFICATION OF NON-CASE CONTRIBUTIONS

This Checklist and Worksheet is to be completed for all families whose Total Tenant Payment equals the minimum rent, or, for Public Housing Authorities without minimum rents, for all families reporting less than \$100 per month in total income. The form should be completed prior to admission and at each re-certification (which may be monthly or quarterly depending on the Public Housing Authority's policy on re-examination of tenant's with minimum rents or zero income). The form first lists all the cash and non-cash contributions the family is receiving and then assists Public Housing Authority staff to compute the annual value of such contributions. This form should be completed after the Home Visit to an Applicant or home inspection of a Resident. The family is required to submit documentation of amounts claimed.

#### 1. 1. FOOD EXPENSES

Is the family receiving Food Stamps?  YES  NO

If yes, what is the monthly value of Food Stamps? \$ \_\_\_\_\_

If no, what is the family's weekly grocery bill? \$ \_\_\_\_\_

How does the family pay the weekly grocery bill? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant family contributes to groceries, who contributes? \_\_\_\_\_

What is the average cash weekly amount for groceries contributed from all sources?

\$ \_\_\_\_\_ **This amount is income.**

Does anyone contribute groceries or prepared food to the family on a regular basis?  YES  NO

If yes, what is the average weekly value of groceries or prepared food contributed?

\$ \_\_\_\_\_ **This amount is income.**

**NOTE:** Food contributed by food banks, received from the surplus commodity program, the WIC program, or consumed at publicly or non-profit funded meals programs does not count as income. Food or cash for food contributed by private persons does count as income.

*Verification: The family should bring in at least one month's worth of grocery receipts. Check the receipts to make sure a family of that size could manage on the amount of food documented.*

#### 2. CLEANING, GROOMING AND PAPER PRODUCTS EXPENSES

What is the weekly value of paper products used by the family? Include paper napkins, toilet paper, paper towels, trash bags, other paper goods, and disposable diapers. \$ \_\_\_\_\_

How does the family pay for these paper products? \$ \_\_\_\_\_

If someone other than a member of Applicant/Tenant family contributes to paper products, who contributes? \_\_\_\_\_

What is the average weekly value of cash contributions for paper products?

\$ \_\_\_\_\_ **This amount is income.**

Does anyone contribute paper products to the family on a regular basis?  YES  NO

If yes, what is the average weekly value of paper products contributed to the family?

\$ \_\_\_\_\_ **This amount is income.**

What is the weekly value of grooming products and services used by the family? Include soap, deodorant, shampoo, toothbrushes, toothpaste, dental floss, cosmetics, hair color, barber and beautician services, etc.

\$ \_\_\_\_\_

How does the family pay for the cost of grooming products and services? \_\_\_\_\_

If someone other than a family member of the Applicant family contributes to grooming products, who contributes? \_\_\_\_\_

What is the average weekly value of contributions (cash or products) for grooming products?

\$ \_\_\_\_\_ **This amount is income.**

What is the weekly value of cleaning products used by the family? Include dishwashing soap, laundry detergent, and household cleaning products. \$ \_\_\_\_\_

How does the family pay for cleaning products? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant Family contributes to cleaning products, who contributes? \_\_\_\_\_

What is the average weekly value of cash contributions for cleaning products?

\$ \_\_\_\_\_ **This amount is income.**

Does anyone contribute cleaning products to the family on a regular basis?  YES  NO

If yes, what is the average weekly value of cleaning products contributed to the family?

\$ \_\_\_\_\_ **This amount is income.**

*Verification: Most families buy cleaning supplies, grooming products and paper products at the grocery store. Review the families grocery receipts to help verify amount spent.*

### 3. TRANSPORTATION EXPENSES

Does the family own a car?  YES  NO

If yes, are there still payments due on the car?  YES  NO

If yes, what is the amount of the monthly car payment? \$ \_\_\_\_\_

How does the family make the car payment? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant household contributes to the car payment, who contributes? \_\_\_\_\_

What is the monthly amount of contribution toward the car payment?

\$ \_\_\_\_\_ **This amount is income. The amount is income whether it is cash paid to the family or cash paid directly to the holder of the car note.**

If the family owns a car outright (no payments are due), what are the average monthly amounts the family pays for the following: Gas \$ \_\_\_\_\_ Maintenance \$ \_\_\_\_\_ Insurance \$ \_\_\_\_\_ Tires \$ \_\_\_\_\_

How does the family pay for these auto-related expenses? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant Family contributes to the car's operating costs, who contributes? \_\_\_\_\_

What is the average monthly amount of cash or direct payment contribution to the car's operating costs?

\$ \_\_\_\_\_ **This amount is income.**

*Verification: The family should bring in one month's gas receipts, proof of insurance and proof of care payment (if applicable).*

**Note: Uninsured automobiles CANNOT be parked on Public Housing Authority Property.**

If the family does not own a car, what does the family use for transportation? \_\_\_\_\_  
How does the family pay for this transportation? \_\_\_\_\_  
If someone other than a member of the Applicant/Tenant Family contributes to other transportation costs, what is the average monthly amount of cash or other contribution to transportation?  
\$ \_\_\_\_\_ This amount is income.

*Verification: A family without a car should provide a credible statement of the way they pay for transportation to shop, attend school, visit friends, take care of medical needs, attend church, etc.*

#### 4. ENTERTAINMENT EXPENSES

Does the family have a cable TV connection?  YES  NO  
If yes, does the family have the minimum service or do they also have any premium channels?  YES  NO  
What is the average monthly cost of cable TV service? \$ \_\_\_\_\_  
How does the family pay for the cable TV service? \_\_\_\_\_  
Is someone other than a member of the Applicant/Tenant Family contributes to the cost of cable TV service, who contributes? \_\_\_\_\_  
What is the average monthly contribution (in cash or direct payment to the cable company) for cable TV?  
\$ \_\_\_\_\_ This amount is income.  
What are the average weekly costs of other types of entertainment to the family? Include the following:  
Magazines \$ \_\_\_\_\_ Movies \$ \_\_\_\_\_ Video Rentals \$ \_\_\_\_\_  
Club Memberships \$ \_\_\_\_\_ Sporting Events \$ \_\_\_\_\_ Lottery Tickets \$ \_\_\_\_\_  
Liquor/Beer/Wine \$ \_\_\_\_\_ Vacations \$ \_\_\_\_\_ Other Entertainment \$ \_\_\_\_\_  
How does the family pay for the other entertainment costs? \_\_\_\_\_  
Is someone other than a member of the Applicant/Tenant Family contributes to the cost of other entertainment, who contributes? \_\_\_\_\_  
What is the average monthly contribution (in cash or entertainment provided) for other entertainment?  
\$ \_\_\_\_\_ This amount is income.

*Verification: The family should bring in two monthly bills for cable TV, plus receipts for other entertainment costs.*

#### 5. CLOTHING EXPENSES

What are the ages and sexes of all family members? \_\_\_\_\_  
What is the average monthly cost for clothing and shoes for the family? \_\_\_\_\_  
How does the family pay for clothing and shoes? \_\_\_\_\_  
If someone other than a member of the Applicant/Tenant Family contributes to the cost of clothing, who contributes? \_\_\_\_\_  
What is the average monthly contribution (in cash or new clothes and shoes) for clothing?  
\$ \_\_\_\_\_ This amount is income.  
What is the weekly amount spent by the family for laundry/dry cleaning clothing? \_\_\_\_\_  
How does the family pay for cleaning its clothing? \_\_\_\_\_  
If someone other than a member of the Applicant/Tenant household contributes to the cost of cleaning clothing, who contributes? \_\_\_\_\_  
What is the average monthly contribution for clothes cleaning?  
\$ \_\_\_\_\_ This amount is income.

**Note: Clothing acquired from clothing banks or given to the family second hand is not counted as income.**

*Verification: The family should provide a schedule that shows when clothing and shoes are purchased and the amounts spent. Remember that children will need more clothing and shoes than adults because they are growing.*

## 6. SMOKING EXPENSES

Does anyone in the Applicant/Tenant household smoke cigarettes or cigars?  YES  NO

If yes, how many packs per day are smoked in the household? \_\_\_\_\_

How does the family pay for the cost of cigarettes/cigars? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant household contributes to the cost of smoking, who contributes? \_\_\_\_\_

What is the average monthly contribution (in cash, cigarettes or cigars)?

\$ \_\_\_\_\_ This amount is income.

*Verification: The family should document the brand of cigarettes/cigars smoked and the staff will document the least expensive price for that brand in the locality to impute cost.*

## 7. COMMUNICATIONS EXPENSES

Does the family have a telephone?  YES  NO

If yes, how many lines does the family have into its house/apartment? \_\_\_\_\_

Does the family have any special telephone services? (For example, call waiting, call forwarding, caller ID, etc.)  YES  NO

Does anyone in the family have a cell phone?  YES  NO

What is the average monthly cost for telephone service? \$ \_\_\_\_\_

How does the family pay for the cost of telephone service? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant household contributes to the cost of telephone service, who contributes? \_\_\_\_\_

What is the average monthly contribution (in cash or direct payment of the telephone bill) for telephone service?

\$ \_\_\_\_\_ This amount is income.

Does anyone in the family have a pager/beeper?  YES  NO

If yes, how many members have pagers/beepers? \_\_\_\_\_

What is the average monthly cost for the pagers/beepers? \$ \_\_\_\_\_

How does the family pay for the cost of pagers/beepers? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant household contributes to the cost of pager/beeper service, who contributes? \_\_\_\_\_

What is the average monthly contribution (in cash or direct payment of the pager/beeper bill)?

\$ \_\_\_\_\_ This amount is income.

Does the family have an internet connection?  YES  NO

If yes, who is the internet provider? \_\_\_\_\_

What is the monthly cost of the internet connection? \_\_\_\_\_

Is there a dedicated telephone line for the internet?  YES  NO

If yes, does the telephone line show on the family's telephone bill?  YES  NO

If no, get a copy of the family's other telephone bill.

How does the family pay for the internet connection? \_\_\_\_\_

What is the average monthly cost of the internet connection? \$ \_\_\_\_\_

If someone other than a member of the Applicant/Tenant family contributes to the cost of the internet connection, who contributes? \_\_\_\_\_

What is the average monthly contribution (in cash or direct payment to the internet provider) for internet services?

\$ \_\_\_\_\_ This amount is income.

*Verification: The family should bring in at least two month's worth of bills for telephone, pager/beeper and internet services, as applicable. Review the bills carefully to determine the average monthly cost for communication services.*

### 8. SHELTER EXPENSES

For applicants, what is the average monthly cost for housing and utilities? \_\_\_\_\_

How does the Applicant pay the cost of shelter? \_\_\_\_\_

If someone other than a member of the Applicant household contributes to housing or utility costs, who contributes? \_\_\_\_\_

What is the average monthly contribution to shelter (housing plus utilities) ? \_\_\_\_\_

Will the person(s) contributing toward shelter continue to do so when the Applicant is admitted to Public Housing?  YES  NO

If no, why not? \_\_\_\_\_

For tenants, what is the average monthly cost for housing and utilities? \$ \_\_\_\_\_

How does the tenant pay the cost of shelter? \_\_\_\_\_

If someone other than a member of the tenant household makes a contribution toward the shelter cost, who contributes? \_\_\_\_\_

What is the value of the contribution toward shelter?

\$ \_\_\_\_\_ **This amount is income.**

*Verification: Families should bring in documentation of their actual cost for housing and utilities.*

### 9. MEDICAL EXPENSES

Does the family have any unreimbursed medical medical expenses?  YES  NO

IF yes, what is the average monthly cost of unreimbursed medical expenses? \$ \_\_\_\_\_

How does the family pay for unreimbursed medical expenses? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant household contributes toward medical expenses, who contributes? \_\_\_\_\_ **Such contributions are not income.**

### 10. MISCELLANEOUS EXPENSES

Listed below are a series of expenses the family might have. Indicate the monthly amount the family spends on any applicable expenses and the amount contributed toward the expenses:

Church contributions \$ \_\_\_\_\_ Unreimbursed educational expenses \$ \_\_\_\_\_

Unreimbursed childcare expenses \$ \_\_\_\_\_ Unreimbursed job expenses \$ \_\_\_\_\_

Review the information provided above against the observations of staff conducting the home visit/home inspection. Does the information appear to be consistent? If not, insist that the applicant explain any variations. For example, if the Applicant does not admit to having telephone or cable TV service but they have been observed in the home, press the point.

\_\_\_\_\_  
Applicant/Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
F.C.H.A. Representative

FAYETTE COUNTY HOUSING AUTHORITY

Administration Office  
Tenant Selection Department  
624 Pittsburgh Road  
Uniontown, PA 15401

WORKSHEET FOR INCOME FROM CONTRIBUTIONS

1. What is the family's verified annual income? \_\_\_\_\_

Does the annual income include any contributions from persons outside the Applicant/Tenant household?  YES  NO

If no, it may be necessary to increase the annual income to reflect such contributions, which will also increase rent.

2. Does the family have any income that is excluded from annual income?  YES  NO

What is the annual amount of excluded income? \$ \_\_\_\_\_

Such excluded income would include foster care payments, the first 12 months of increased income of a person who was formerly unemployed and is now working, scholarships and student loans, and all other income specifically excluded in the Public Housing Authority's A & O Policy. If a family can verify receipt of excluded income sufficient to cover the family's annual expenses shown below, it will not be necessary to increase annual income to reflect contributions. Remember, the Applicant/Tenant must verify excluded income just like annual income.

3. On the chart below, compute the family's annual expenses using the amounts from the worksheet above. To compute annual expenses, multiply weekly average costs by 52 and monthly average costs by 12.

Type of Cost	\$ Weekly Expenses	\$ Monthly Expenses	\$ Annual Expenses	\$ Contributed Toward Expenses
1. Food				
2. Cleaning, grooming and paper products				
3. Transportation				
4. Entertainment				
5. Clothing				
6. Smoking				
7. Communications				
8. Shelter (housing and utilities)				
9. Medical				
10. Miscellaneous				
<b>TOTALS</b>				

4. When the chart is completed, total the two columns on the left (\$ Annual Expenses and \$ Contributed Toward Expenses). From some source, the family has sufficient income to pay the total in the \$ Annual Expenses column. If the Annual Income shown in #1 above plus any excluded income shown in #2 above is less than \$ Annual Expenses, Annual Income has been understated and must be increased.

5. Review the amounts included in Annual Income. Are all the \$ Contributed included in Annual Income? If not, add any contributions not included to Annual Income. Once again, add Annual Income and Excluded Income. If the total of these two income sources still does not equal \$ Annual Expenses, some form of income, usually contributions, has been understated. Unless the family can verify additional excluded income, the contributions amount should be increased until the total of Annual Income and Excluded Income equal Annual Expenses.

---

Applicant/Tenant Signature

---

Date

---

F.C.H.A. Representative

FAYETTE COUNTY HOUSING AUTHORITY

Tenant Selecting Department

624 Pittsburgh Road

PO Box 1007

Uniontown, PA 15401

Temporary Housing Verification

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant's Name: \_\_\_\_\_

The above named person(s) has applied for housing with Fayette County Housing Authority, and we would appreciate if you would complete the following questions regarding the above named individual(s) and return this letter within ten(10) working days. Enclosed is a self addressed stamped envelope in which this questionnaire can be returned to us. Thank you once again for your cooperation.

1. Does/Did applicant stay in your facility?  Yes  No  
(If yes, length of stay) \_\_\_\_\_

2. Does/Did applicant comply with the rules and regulations?  Yes  No  
(If no, please explain) \_\_\_\_\_  
\_\_\_\_\_

3. Does/Did applicant, or anyone under their control, interfere with the safety, security, or the right to peaceful enjoyment of another resident?  Yes  No  
(If yes, please explain) \_\_\_\_\_  
\_\_\_\_\_

4. Do/Did you consider this applicant to be a good tenant?  Yes  No  
(If no, please explain) \_\_\_\_\_  
\_\_\_\_\_

5. If previous tenant, what date did tenant vacate? \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

.....  
I hereby authorize the release of this requested information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Fayette County Housing Authority  
Verification of Receipt of V.A Benefits

Re: \_\_\_\_\_ Claim #: \_\_\_\_\_ Serial #: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Ins.Policy #: \_\_\_\_\_ Pmt.Due Date: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ WWI  WWII  Korea  Viet Nam  Other: \_\_\_\_\_

Dear Sir/Madam:

Federal requirements oblige us to verify the incomes of families living in or applying for public housing. We ask your cooperation in supplying the information requested below about the referenced person. We will use the information you provide only to determine the family's eligibility and rent, and pledge to keep all data in strictest confidence.

We would greatly appreciate your prompt return of this letter. A self-addressed, stamped envelope is enclosed. Note that the person referenced has authorized your release of the information. If you have any questions, please call \_\_\_\_\_.

Sincerely:

1. Period of Active Duty: From: \_\_\_\_\_ To: \_\_\_\_\_ & From \_\_\_\_\_ To \_\_\_\_\_

2. Allowance for Education or Training: School  On-the-Job  \$ \_\_\_\_\_ /Month  
Tuition, Fees, Books, Equip. Etc. \$ \_\_\_\_\_ /Month Subsistence: \$ \_\_\_\_\_ /Month  
Effective Date of Current Award: \_\_\_\_\_ Ending Date: \_\_\_\_\_  
Name & Address of School/Training Institution: \_\_\_\_\_

Name & Address of Employer: \_\_\_\_\_

3. Compensation: \$ \_\_\_\_\_ /Month  
For Service-connected: Disability  Death  Dependency and Indemnity   
Non-Service-connected pension: Disability  Death  Effective Date of Award: \_\_\_\_\_

4. Other Payments (Monthly Insurance, etc.) \$ \_\_\_\_\_ /Month

Agency Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name of Person Completing this Form: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Phone # \_\_\_\_\_

**Applicant/Tenant Release**

I \_\_\_\_\_ hereby authorize the release of the requested information.

Signature

Date

Fayette County Housing Authority

MEDICAL VERIFICATION

Date: \_\_\_\_\_

RE: \_\_\_\_\_

Dear Sir/Madam:

Since the rental rates on apartments can be reduced for some families with medical expenses, we are required by law to obtain certain information with regard to these medical expenses. To comply with this requirement, we ask your cooperation in supplying the information requested below regarding the referenced individual.

Your prompt return of this letter will be appreciated. If you have any questions, please call \_\_\_\_\_.

Sincerely,

Is this Individual's Condition likely to continue for the coming 12 months?  yes  no

Type of Service You Provide to Applicant (check all appropriate):

- |   |   |
|---|---|
| <input type="checkbox"/> Physician Care         | <input type="checkbox"/> Dental Care            |
| <input type="checkbox"/> Hospital/Clinic Care   | <input type="checkbox"/> Prescriptions          |
| <input type="checkbox"/> Therapy                | <input type="checkbox"/> Medical Insurance      |
| <input type="checkbox"/> Medical Transportation | <input type="checkbox"/> Other (Please specify) |

Projected Cost of Services During Next 12 Months \$ \_\_\_\_\_

Does the applicant require a private bedroom for medical reasons?  yes  no

Does applicant need any special features in the unit because of a disability  yes  no

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**TENANT/APPLICANT RELEASE**

I, \_\_\_\_\_, hereby authorize the release of the requested information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Fayette County Housing Authority

PRESCRIPTION VERIFICATION

TO WHOM IT MAY CONCERN: Federal Law requires Public Housing Authorities to verify medical expenses incurred by elderly residents so that such expenses may be taken into consideration when computing rents. You will note that the resident has signed a release, below, giving you permission to supply us with this information. If you could fill out the form below and return it at your earliest convenience in the self-addressed stamped envelope, it would be greatly appreciated.

Sincerely yours, \_\_\_\_\_

I hereby certify that \_\_\_\_\_ (Person signing the release below) may anticipate the following costs for prescription medicines in the year beginning \_\_\_\_\_ and ending \_\_\_\_\_, based on his/her past medical history.

	Cost per Refill	Frequency of Refill	Paid by Insurance? Yes <input type="checkbox"/> No <input type="checkbox"/>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pharmacy

\_\_\_\_\_  
Phone

**TENANT/APPLICANT RELEASE**

I, \_\_\_\_\_, hereby authorize the release of the requested information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sincerely yours, \_\_\_\_\_

Fayette County Housing Authority

CHECKLIST FOR DISABILITY ASSISTANCE EXPENSE VERIFICATIONS

- Attendant care frees a family member, including the handicapped family member, to work:
- Written certification from attendant as to cost incurred.
- Copies of cancelled checks used to make attendant care payments, receipts from care source.
- Written certification from Rehabilitation Agency or doctor that handicapped person requires care to be employed, or that care enables another family member to work.
- Auxiliary apparatus frees a family member, including handicapped family member, to work:
- Receipts for purchase of apparatus.
- Evidence of monthly payments or total payments for apparatus.
- Where handicapped family member is employed, a statement from the employer that the apparatus is necessary for employment.
- Written certificate from Rehabilitation Agency or doctor that handicapped person requires auxiliary apparatus to be employed, or to enable another family member to work.
- Certification by family that no repayment is received for the costs associated with attendant care or auxiliary apparatus provided.

Fayette County Housing Authority

DISABILITY EXPENSE ALLOWANCE VERIFICATION

(Transmittal Letter)

Dear Sir or Madam:

Special considerations in public housing are authorized for families with expenses related to the attendant care or auxiliary apparatus required for a family member with disabilities. The availability of the care or the apparatus must enable the person with disabilities or other family member to work. Verification of the need for and amount of such expenses can result in a reduced rent for the family. Such verifications must be retained in our files.

Will you please fill in the information or certify as to the need for attendant care or auxiliary apparatus as requested on the attached form? Once completed please return it to us as soon as possible. We will keep the information in strict confidence and will use it to determine the family's eligibility for reduced rent.

Sincerely,

---

TENANT/APPLICANT RELEASE

I/We, \_\_\_\_\_, hereby give consent for the information sought by this letter to be released as requested.

---

Signature

Date

Fayette County Housing Authority  
CERTIFICATION OF NEED FOR PERSON WITH DISABILITIES

FOR  ATTENDANT CARE  AUXILIARY CARE

Name of family member with disability: \_\_\_\_\_

Full name and address of professional completing this certification:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

I certify that the above-named person requires the services of an attendant or the use of auxiliary apparatus to enhance his/her ability to live independently.

The availability of the care or auxiliary apparatus enables:

the handicapped person named above to work, and/or

other family member(s) to work.

If further information is required, please contact \_\_\_\_\_  
by calling (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Fayette County Housing Authority  
ATTENDANT CARE VERIFICATION

TO WHOM IT MAY CONCERN: Public Housing Authorities are required by Federal Law to verify the cost of attendant care for residents with disabilities so that the costs may be taken into consideration when computing rent. You will note that the resident has signed a release form below, giving you permission to supply us with this information. If you could fill out the form below and return it, it would be most appreciated.

Sincerely yours,

---

VERIFICATION

I hereby certify that I provide care for \_\_\_\_\_ (disabled person) and that this care enables \_\_\_\_\_ to earn employment income.

During the year beginning \_\_\_\_\_ and ending \_\_\_\_\_, I will be providing care \_\_\_\_\_ hours per week, for \_\_\_\_\_ weeks of the year. My rate of pay is \_\_\_\_\_ per hour, and I will be paid once every \_\_\_\_\_. Hours when I will be providing care area as follows:

Monday: \_\_\_\_\_ hours  
Tuesday: \_\_\_\_\_ hours  
Wednesday: \_\_\_\_\_ hours  
Thursday: \_\_\_\_\_ hours  
Friday: \_\_\_\_\_ hours  
Saturday: \_\_\_\_\_ hours  
Sunday: \_\_\_\_\_ hours

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_

Title: \_\_\_\_\_

---

TENANT/APPLICANT RELEASE

I, \_\_\_\_\_, hereby authorize the release of the requested information

---

Signature

Date

Fayette County Housing Authority

EMPLOYER'S CERTIFICATION OF NEED FOR  
AUXILIARY APPARATUS TO PERMIT EMPLOYMENT

Name of family member with disabilities: \_\_\_\_\_

Full name and address of employer completing this certification:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

I certify that the above-named person is employed by our agency/firm; and that the use of auxiliary apparatus is necessary for his/her employment.

If further information is required, please contact \_\_\_\_\_  
by calling (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

TENANT/APPLICANT RELEASE

I, \_\_\_\_\_, hereby authorize the release of the requested information

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Fayette County Housing Authority  
AUXILIARY APPARATUS COST VERIFICATION SHEET

FAMILY MEMBER WITH DISABILITY

Family member's name: \_\_\_\_\_ Age: \_\_\_\_\_  
\_\_\_\_\_ Age: \_\_\_\_\_

Indicate the type of apparatus furnished to the handicapped or disabled family member:

- wheelchair  reading device  
 walker  other: \_\_\_\_\_

Indicate if apparatus is leased or purchased:

Date purchased: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Cost: \$ \_\_\_\_\_  
Date leased: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Cost: \$ \_\_\_\_\_

Are installment or lease payments being made?  yes  no

If yes, indicate frequency and amount: \$ \_\_\_\_\_, \_\_\_\_\_ weekly \_\_\_\_\_ monthly

Term of installment purchase or lease: \_\_\_\_\_ (# of months), from  
\_\_\_\_\_ to \_\_\_\_\_.

Estimated apparatus costs for upcoming 12 months \_\_\_\_\_.

Equipment added to vehicles to permit use by a handicapped or disabled individual:

Describe type of equipment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated cost (labor and materials): \$ \_\_\_\_\_

Type of vehicle modified:

Car: \_\_\_\_\_ make \_\_\_\_\_ model \_\_\_\_\_ year \_\_\_\_\_ tag # \_\_\_\_\_

Truck: \_\_\_\_\_ make \_\_\_\_\_ model \_\_\_\_\_ year \_\_\_\_\_ tag # \_\_\_\_\_

Van: \_\_\_\_\_ make \_\_\_\_\_ model \_\_\_\_\_ year \_\_\_\_\_ tag # \_\_\_\_\_

Date modified: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

Are payments being made on vehicle modifications?  yes  no

If yes, indicate frequency and amount: \$ \_\_\_\_\_

\_\_\_\_\_ weekly \_\_\_\_\_ monthly other: \_\_\_\_\_

Term of installment purchase: \_\_\_\_\_

(# of months), From \_\_\_\_\_ To \_\_\_\_\_

Estimated vehicle modification costs for upcoming 12 months: \$ \_\_\_\_\_

Name of individual or company that has or will provide apparatus or vehicle modification:

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Contact person:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Fayette County Housing Authority

FAMILY CERTIFICATION FOR  
DISABILITY EXPENSE REIMBURSEMENT

Name of family member with disability: \_\_\_\_\_

I/We \_\_\_\_\_ certify that the above-named person is being provided with attendant care or the use of auxiliary apparatus to enhance his/her ability to live independently. The circumstances related to the cost of the care or apparatus are as follows:

- We do not receive reimbursement from any outside source such as insurance, Medicare, state grants, or individuals.
- We are receiving reimbursement for a portion of these costs from \_\_\_\_\_ in the amount of \$\_\_\_\_\_ per \_\_\_\_\_ week \_\_\_\_\_ month. We will provide third party documentation as to the frequency and amount of this reimbursement.
- The cost of attendant care or auxiliary equipment is not paid to a family member living in our household.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road  
Uniontown, PA 15401  
724-434-2100

## Notice of Section 214 Requirements

### Notice to Applicants Applying For and Tenants Currently Receiving Section 214 Housing Assistance

**The Law.** Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of the Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are other than United States citizens, nationals, or certain categories of eligible noncitizens either applying to or residing in specified Section 214 covered programs. Section 214 was implemented by a final "Noncitizens Rule" entitled, Restrictions on Assistance to Noncitizens, which was published in the *Federal Register*, on Monday, March 20, 1995 (60 FR 14816-4861).

**When The Law Became Effective.** The Noncitizens Rule became effective on June 19, 1995. Until the final rule took effect, the Housing Authority (HA) was prohibited from taking any action based on the citizenship or eligible immigration status of applicants and tenants.

**What The Law Means To You.** The receipt of financial housing assistance is contingent upon you and your family submitting evidence either of 1) citizenship, or 2) eligible immigration status.

**Type Of Programs This Law Applies To.** The Noncitizens Rule applies to the following HUD-assisted housing programs:

- 1) Section 8 Rental Certificate Program
- 2) Section 8 Rental Voucher Program
- 3) Section 8 Moderate Rehabilitation Program
- 4) Public and Indian Housing Programs

**What Persons Are Covered By This Law.** Section 214 applies to all applicants who apply for housing assistance, applicants who are already on a waiting list for housing assistance, and tenants who are already receiving housing assistance under a covered program. Section 214 covers: 1) Citizens and 2) Noncitizens who have eligible immigration status.

**What Evidence Will Be Required?** Each family member, regardless of age, is required to submit the following evidence:

**For Citizens or Nationals:** A signed declaration of U.S. Citizenship (whether by birth or naturalization).

**For Noncitizens who are 62 year of age or older and receiving housing assistance on June 19, 1995:** A signed declaration of eligible immigration status and proof of age.

**For All Other Noncitizens.** The evidence consists of : 1) a signed declaration of eligible immigration status; 2) the Immigration and Naturalization Service (INS) documents listed below on this page; and 3) A signed verification consent form.

**For All Other Noncitizens, What Immigration Status is Eligible?** Under the Noncitizens Rule, a noncitizen would have eligible immigration status under any one of the following six categories which are determined by the INS pursuant to the Immigration and Nationality Act (INA):

**Immigration Status Under §§101(a)(15) or 101(a)(20) of INA.** A noncitizen lawfully admitted for permanent residence, as defined by §101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15), respectively [*immigrant status*]. This category includes a noncitizen admitted under §§210 or 210A of the INA (8 U.S.C. 1160 or 1161) [*special agricultural worker status*], who has been granted lawful temporary resident status.

**Permanent Residence Under §249 of INA.** A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under §249 of the INA (8 U.S.C. 1259) [*amnesty granted under INA 249*].

**Refugee, Asylum, or Conditional entry Status Under §§207, 208 or 203 of INA.** A noncitizen who is lawfully present in the U.S. pursuant to an admission under §207 of the INA (8 U.S.C. 1157) [*refugee status*]; pursuant to the granting of asylum (which has not been terminated under §2008 of the INA (8 U.S.C. 1158) [*asylum status*]; or as a result of being granted conditional entry under §203(a)(7) of the INA (U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity [*conditional entry status*].

**Parole Status Under §212(d)(5) of INA.** A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under §212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) [*parole status*].

**Threat to Life or Freedom Under §2439h) of INA.** A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under §243(h) of the INA (8 U.S.C. 1253(h)) [*threat to life or freedom*].

**Amnesty Under §2465 of INA.** A noncitizen lawfully admitted for temporary or permanent residence under §245A of the INA (8 U.S.C. 1255a) [*amnesty granted under INA 245A*].

**What INS Documents Are Acceptable?** The original of one of the following documents is acceptable evidence of eligible immigration status, subject to verification with INS:

- 1) Form I-151, Alien Registration Receipt Card (issued to lawful permanent residents prior to 1979). For I-151 will no longer be valid after March 20, 1996. Detailed information on how and where to apply for a new green card may be obtained by telephoning the INS toll-free number 1-800-755-0777.
- 2) Form I-551, Alien Registration Receipt Card (for permanent resident aliens);
- 3) Form I-94, Arrival-Departure Record, with one of the following annotations:
  - a) "Admitted as Refugee Pursuant to Section 207";
  - b) "Section 208" or "Asylum";
  - c) "Section 243(h)" or "Deportation stayed by Attorney General";
  - d) "Paroled Pursuant to Section 212(d)(5) of the INA";
- 4) If Form I-94, Arrival-Departure Record, is not annotated, then accompanied by one of the following documents:
  - a) A final court decision granting asylum (but only if no appeal is taken);
  - b) A letter from an INS asylum officer granting asylum (if application is filed on or after October 1, 1990) or from an INS district director granting asylum (if application filed before October 1, 1990);
  - c) A court decision granting withholding of deportation; or
  - d) A letter from an asylum officer granting withholding of deportation (if application filed before October 1, 1990)
- 5) Form I-688, Temporary Resident Card, which must be annotated "Section 245A" or "Section 210";
- 6) Form I-688B, Employment Authorization Card, which must be annotated "Provision of Law 274a,12(11)" or "Provision of Law 274a.12";
- 7) A receipt issued by the INS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified; or

- 8) If other documents are determined by the INS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register.

Note: Family members are required to submit the original document(s) providing acceptable evidence of eligible immigration status. The HA may not retain the original document(s). HAs must immediately make copies from the original document(s) and return the original document(s) to the family member.

**When Must Evidence of Eligible Immigration Status Be Submitted?** Evidence of eligible immigration status must be submitted at the times specified below, subject to any extension granted in accordance with the paragraph below, which discusses extensions of time to submit evidence of eligible immigration status.

**Applicants.** For applicants, the HA must ensure that evidence of eligible immigration status is submitted not later than the date the HA anticipates or has knowledge that verification of other aspects of eligibility for assistance will occur.

**Families already receiving assistance on June 19, 1995.** For a family already receiving the benefit of assistance in a covered program on June 19, 1995, the required evidence shall be submitted at the first regular reexamination after June 19, 1995, in accordance with program requirements.

**New occupants of assisted units.** For any new family member(s), the required evidence shall be submitted at the first interim or regular reexamination following the person's occupancy.

**Changing participation in a HUD program.** Whenever a family applies for admission to a Section 214 covered program, evidence of eligible immigration status is required to be submitted in accordance with the requirements of the Noncitizens Rule unless the family already has submitted the evidence to the HA for a covered program.

**One-time evidence requirement for continuous occupancy.** For each family member, the family is required to submit evidence of eligible immigration status only one time during continuously-assisted occupancy under any covered program.

#### **What Happens If One Or More Family Members Does Not Qualify?**

Assistance to a family may not be delayed, denied, or terminated because of the immigration status of a family member except as provided below. "Family" as used herein refers to both applicants and tenants.

Assistance to an applicant shall not be delayed or denied, and assistance to a tenant shall not be delayed, denied, or terminated, on the basis of ineligible immigration status of a family member if:

- 1) The primary and secondary verification of any immigration documents that were timely submitted has not been completed;
- 2) The family member for whom required evidence has not been submitted has moved from the tenant's dwelling unit;
- 3) The family member who is determined not to be in an eligible immigration status following INS verification has moved from the tenant's dwelling unit;
- 4) The INS appeals process has not been concluded;
- 5) For a tenant, the HA informal hearing process has not been concluded;
- 6) Assistance is prorated;
- 7) Assistance for a mixed family is continued; or
- 8) Deferral of termination of assistance is granted.
- 9) Assistance to an applicant may be delayed after the conclusion of the INS appeal process, but not denied until the conclusion of the HA informal hearing process, if an informal hearing is requested by the family.

Assistance to an applicant shall be denied, and a tenant's assistance shall be terminated, in accordance with the procedures for any of the following events:

- 1) Evidence of citizenship (i.e., the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or
- 2) Evidence of citizenship and eligible immigration status is submitted timely; but INS primary and secondary verification does not verify eligible immigration status of a family member; and
  - a) The family does not pursue INS appeal or HA informal hearing rights; or
  - b) INS appeal and HA informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

**What Rights of Appeal Are Available?** Three distinct forms of appeal process are available to both applicants and tenants:

- 1) Appeal to INS. The following instructions apply to the right of appeal to the INS:
  - a) Submission of request for appeal. When the HA receives notification that INS secondary verification failed to confirm eligible immigration status, the HA shall notify the family of the results of the INS verification. The family shall have 30 days from the date of the HA's notification to request an appeal of the INS results. The request for appeal shall be made by the family, communicating that request in writing directly to the INS. The family must provide the HA with a copy of the written request for appeal and proof of the mailing. For good cause shown, the HA shall grant the family an extension of the time within which to request an appeal.
  - b) Documentation to be submitted as part of the appeal to INS. The family shall forward to the designated INS office any additional documentation or written explanation in support of the appeal. The appeal must include a copy of the original Form G-845S received from the INS annotated at the top center in bold print: **HUD APPEAL**. The appeal must also include two stamped envelopes, one addressed to the applicant or tenant family, and one addressed to the HA.
  - c) Results of the INS Appeal.
    - (i) The INS will issue the results of the appeal to the family, with a copy to the HA, within 30 days of its receipt. If, for any reason, the INS is unable to issued a response within the 30-day time period, the INS will inform the family and the HA of the reasons for the delay.  
Note: The INS response will be indicated in Section B of Form G-845S, Document Verification Request, which is returned to the family and HA. The INS response will be indicated in Section B by a mark in one of the following boxes: 1, 2, 5, 6, 8, 11, 12, 15, or 18.
    - (ii) When the HA receives a copy of the INS response, the HA shall notify the family of its right to request an informal hearing on the HA's ineligibility determination.
  - d) No delay, denial or termination of assistance until completion of INS appeal process; direct appeal to INS. Pending the completion of the INS appeal, assistance may not be delayed, denied or terminated on the basis of immigration status.
- 2) Informal hearing with HA.
  - a) When request for hearing is to be made. After receiving notification of the INS decision on appeal, or in lieu of requesting an appeal to the INS, the family may request that the HA provide an informal hearing. This request must be made either within 14 days of the date the HA mails or delivers the notice of denial or termination of assistance, or within 14 days of the mailing of the INS appeal decision (established by the date of the postmark).
  - b) Extension of time to request hearing. The HA shall extend the period of time for requesting a hearing (for a specified period) upon good cause shown.
  - c) Informal hearing procedures.
    - (i) For tenants, the procedures for the hearing before the HA are set forth in 24 CFR Part 966.
    - (ii) For applicants, the procedures for the informal hearing before the HA are as follows:

- (A) Hearing before an impartial individual. The applicant shall be provided an hearing before any person(s) designated by the HA (including an officer or employee of the HA), other than a person who made or approved the decision under review, and other than a person who is a subordinated of the person who made or approved the decision;
  - (B) Examination of evidence. The applicant shall be provided the opportunity to examine and copy, at the applicant's expense and at a reasonable time in advance of the hearing, any documents in the possession of the HA pertaining to the applicant's eligibility status, or in the possession of the INS (as permitted by INS requirements), including any records and regulations that may be relevant to the hearing;
  - (C) Presentation of evidence and arguments in support of eligible immigration status. The applicant shall be provided the opportunity to present evidence and arguments in support of eligible immigration status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
  - (D) Controverting evidence of the project owner. The applicant shall be provided the opportunity to controvert evidence relied upon by the HA and to confront and cross-examine all witnesses on whose testimony or information the HA relies;
  - (E) Representation. The applicant shall be entitled to be represented by an attorney, or other designee, at the applicant's expense, and to have such person make statements on the applicant's behalf;
  - (F) Interpretive services. The applicant shall be entitled to arrange for an interpreter to attend the hearing, at the expense of the applicant or HA, as may be agreed upon by both parties;
  - (G) Hearing to be recorded. The applicant shall be entitled to have the hearing recorded by audiotape (a transcript of the hearing may, but is not required to be provided by the HA); and
  - (H) Hearing decision. The HA shall provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 days of the date of the HA informal hearing. The decision shall state the basis for the decision.
- 3) Judicial relief. A decision against a family member under the INS appeal process or the HA's informal hearing does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

# FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road  
Uniontown, PA 15401  
724-434-2100

## DECLARATION OF SECTION 214 STATUS

Notice to applicants and tenants: In order to be eligible to receive the housing assistance sought, each applicant for or recipient of housing assistance must be lawfully within the U.S. Please read the Declaration statement carefully and sign and return to the Housing Authority's Admissions Office. Please feel free to consult with an immigration lawyer or other immigration expert of your choosing.

I, \_\_\_\_\_ certify, under penalty of perjury<sup>1</sup>, that to the best of my knowledge, I am lawfully within the United States because (please check the appropriate box):

- I am a citizen by birth, a naturalized citizen or national of the United States; or
- I have eligible immigration status and I am 62 years of age or older. Attach evidence of proof of age<sup>2</sup>; or
- I have eligible immigration status as checked below (see reverse side of this form for explanations). Attach INS document(s) evidencing eligible immigration status and signed verification consent form.
  - Immigrant status under <sup>¶</sup>1001(a)(15) or 101(a)(20) of the INA<sup>3</sup>; or
  - Permanent residence under <sup>¶</sup>249 of INA<sup>4</sup>; or
  - Refugee, asylum, or conditional entry status under <sup>¶</sup>207, 208 or 203 of the INA<sup>5</sup>; or
  - Parole status under <sup>¶</sup>212(d)(f) of the INA<sup>6</sup>; or
  - Threat to life or freedom under <sup>¶</sup>243(h) of the INA<sup>7</sup>; or
  - Amnesty under <sup>¶</sup>245 of the INA<sup>8</sup>.

\_\_\_\_\_  
(Signature of Family Member)

\_\_\_\_\_  
(Date)

Check box on left if signature is of adult residing in the unit who is responsible for child named on statement above.

PHA: Enter INS/SAVE Primary Verification #: \_\_\_\_\_ Date: \_\_\_\_\_

{See reverse side for footnotes and instructions}

<sup>1</sup> Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any manner within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

The following footnotes pertain to noncitizens who declare eligible immigration status in one of the following categories:

- 2 Eligible immigration status and 62 years of age or older. For noncitizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on June 19, 1995. If you are eligible and elect to select this category, you must include a document providing evidence of proof of age. No further documentation of eligible immigration status is required.
- 3 Immigrant status under <sup>¶</sup>101(a)(15 or 101(a)(20) of INA. A noncitizen lawfully admitted for permanent residence, as defined by <sup>¶</sup>101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by <sup>¶</sup>101(a)(15) of the INA (8 U.S.C. 1001(a)(20) and 1101(a)(15), respectively [*immigrant status*]. This category includes a noncitizen admitted under <sup>¶</sup>210 or 210A of the INA (8 U.S.C. 1160 or 1161), [*special agricultural worker status*], who has been granted lawful temporary resident status.
- 4 Permanent residence under <sup>¶</sup>249 of INA. A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under <sup>¶</sup>249 of the INA (8 U.S.C. 1259) [*amnesty granted under INA 249*].
- 5 Refugee, asylum, or conditional entry status under <sup>¶</sup>207, 208 or 203 of INA. A noncitizen who is lawfully present in the U.S. pursuant to an admission under <sup>¶</sup>207 of the INA (8 U.S.C. 1157) [*refugee status*]; pursuant to the granting of asylum (which has not been "terminated" under <sup>¶</sup>208 of the INA (8 U.S.C. 1158) [*asylum status*]; or as a result of being granted conditional entry under <sup>¶</sup>203(a)(7) of the INA (U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity [*conditional entry status*].
- 6 Parole status under <sup>¶</sup>212(d)(5) of INA. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reason or reasons deemed strictly in the public interest under <sup>¶</sup>212(d)(5) of the INA (8 U.S.C. 1182(d)(5) [*parole status*].
- 7 Threat to life or freedom under <sup>¶</sup>243(h) of INA. A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under <sup>¶</sup>243(h) of the INA (8 U.S.C. 1253(h) [*threat to life or freedom*].
- 8 Amnesty under <sup>¶</sup>245A of INA. A noncitizen lawfully admitted for temporary or permanent residence under <sup>¶</sup>245A of the INA (8 U.S.C. 1255a) [*amnesty granted under INA 245A*].

**Instructions to Housing Authority:** Following verification of status claimed by persons declaring eligible immigration status (other than for noncitizens age 62 or older and receiving assistance on June 19, 1995), the PHA must enter INS/SAVE Verification Number and date that it was obtained. A PHA signature is not required.

**Instructions to Family Member For Completing Form:** On opposite page, print or type first name, middle initial(s) and last name. Place an "X" or "✓" in the appropriate boxes. Sign and date at bottom of page. Place an "X" or "✓" in the box below the signature if the signature is by the adult residing in the unit who is responsible for child.

# FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road  
Uniontown, PA 15401  
724-434-2100

## VERIFICATION CONSENT FORM

**CONSENT:** I consent to allow the Fayette County Housing Authority (PHA) to request and to obtain information from the Immigration and Naturalization Service (INS) for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that the PHA cannot use it to delay, deny or terminate housing assistance because of the immigration status of a family member except as provided in this Guidebook. In addition, I understand I must be given an opportunity to contest the determination with the INS or the PHA, or both.

This consent form expires 15 months after signed.

### Signatures:

#### ADULT:

_____	<u>A-</u>	_____	_____	<u>A-</u>	_____
Head of Household	Alien Number	Date	Family Member Age 18 or over	Alien Number	Date
_____	<u>A-</u>	_____	_____	<u>A-</u>	_____
Spouse	Alien Number	Date	Family Member Age 18 or over	Alien Number	Date
_____	<u>A-</u>	_____	_____	<u>A-</u>	_____
Family Member Age 18 or over	Alien Number	Date	Family Member Age 18 or over	Alien Number	Date
_____	<u>A-</u>	_____	_____	<u>A-</u>	_____
Family Member Age 18 or over	Alien Number	Date	Family Member Age 18 or over	Alien Number	Date

#### CHILD:

_____	<u>A-</u>	_____	_____	<u>A-</u>	_____
Family Member Age Under 18	Alien Number	Signature of Adult Residing in Unit Responsible for Child	Alien Number <sup>1</sup>	Date	
_____	<u>A-</u>	_____	_____	<u>A-</u>	_____
Family Member Age Under 18	Alien Number	Signature of Adult Residing in Unit Responsible for Child	Alien Number <sup>1</sup>	Date	
_____	<u>A-</u>	_____	_____	<u>A-</u>	_____
Family Member Age Under 18	Alien Number	Signature of Adult Residing in Unit Responsible for Child	Alien Number <sup>1</sup>	Date	
_____	<u>A-</u>	_____	_____	<u>A-</u>	_____
Family Member Age Under 18	Alien Number	Signature of Adult Residing in Unit Responsible for Child	Alien Number <sup>1</sup>	Date	

\*\*\*\*\*

<sup>1</sup> If citizenship declared by adult, leave blank.

**Who must sign:** In order to be eligible to receive housing assistance, each noncitizen adult or child applying for, or currently receiving housing assistance must be lawfully within the U.S. Please read the Verification Consent Form carefully and sign and return to the Housing Authority's Admissions Office. Please feel free to consult with an immigration lawyer or other immigration expert of your choosing.

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**Privacy Act Statement:**

The information on this form is being collected by the Fayette County Housing Authority to determine the applicant's or tenant's eligibility for housing assistance. The PHA may release this information, without responsibility for the further use or transmission of the evidence by the entity receiving it to: (1) the Department of Housing and Urban Development (HUD), as required by HUD; and (2) to the Immigration and Naturalization Service (INS) for purposes of verification of the immigration status of each individual and not for any other purpose.

**Penalties for Misusing This Consent:**

HUD, the PHA and any owner (or any employee of HUD, the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected on this consent form is restricted to the purposes cited on the form. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use.

**FAYETTE COUNTY HOUSING AUTHORITY**

624 Pittsburgh Road  
Uniontown, PA 15401  
724-434-2100

**LISTING OF NON-CONTENDING FAMILY MEMBERS**

I, \_\_\_\_\_ certify, under penalty of perjury<sup>1</sup>, that the persons listed below are members of my household. Each person listed below has elected not to contend that he or she has eligible immigration status.

\_\_\_\_\_  
(First Name, Middle Initial(s), Last Name)

\_\_\_\_\_  
(Signature of Head of Household or Spouse)

\_\_\_\_\_  
(Date)

**1 Warning:** 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, imprisoned for not more than five years or both.

**Instructions:** If one or more members of a family elect not to contend that he or she has eligible immigration status and the other members of the family establish their citizenship or eligible immigration status, the family may be considered for assistance despite the fact that no declaration or documentation of eligible immigration status is submitted by one or more members of the family. The family, however, must identify to the PHA the family member(s) who will elect not to contend that he or she has eligible immigration status. In the space(s) provided above, type or print the names of the family members who elect not to contend that he or she has eligible immigration status. Listed members of the family do not sign above. However, the Head of Household or Spouse must sign and date this form in the space provided.

# Authorization for the Release of Information/ Privacy Act Notice

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

to the U.S. Department of Housing and Urban Development (HUD)  
and the Housing Agency/Authority (HA)

PHA requesting release of information; (Cross out space if none)  
(Full address, name of contact person, and date)

IHA requesting release of information: (Cross out space if none)  
(Full address, name of contact person, and date)

**Authority:** Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing: (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

**Purpose:** In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

**Uses of Information to be Obtained:** HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. Private owners may not request or receive information authorized by this form.

**Who Must Sign the Consent Form:** Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

- PHA-owned rental public housing
- Turnkey III Homeownership Opportunities
- Mutual Help Homeownership Opportunity
- Section 23 and 19(c) leased housing
- Section 23 Housing Assistance Payments
- HA-owned rental Indian housing
- Section 8 Rental Certificate
- Section 8 Rental Voucher
- Section 8 Moderate Rehabilitation

**Failure to Sign Consent Form:** Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

#### Sources of Information To Be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self employment information and payments of retirement income as referenced at Section 6103(l)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.

Consent: I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form expires 15 months after signed.

Signatures:

_____	_____	_____	_____
Head of Household	Date		
_____	_____	_____	_____
Social Security Number (If any) of Head of Household		Other Family Member over age 18	Date
_____	_____	_____	_____
Spouse	Date	Other Family Member over age 18	Date
_____	_____	_____	_____
Other Family Member over age 18	Date	Other Family Member over age 18	Date
_____	_____	_____	_____
Other Family Member over age 18	Date	Other Family Member over age 18	Date

**Privacy Act Notice.** Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

**Penalties for Misusing this Consent:**

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the Information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.

## CHAPTER 8

### TRANSFER POLICY

#### INTRODUCTION

The transferring of families is a very costly procedure, both to the PHA and to the families. However, it is the policy of the PHA to permit a resident to transfer within or between housing developments when it is to the family's advantage to do so; when it is necessary to comply with occupancy standards; or when it will help accomplish the Affirmative Housing goals of the Fayette County Housing Authority. The Transfer Policy will be carried out in a manner that does not violate fair housing.

For purposes of this Transfer Policy the "**losing development**" refers to the unit from which the family is moving and the "**gaining development**" refers to the unit to which the family is transferring.

#### A. GENERAL STATEMENT

It is the policy of the PHA to require or permit resident transfers, within and/or between PHA public housing developments for the following reasons:

- To abate dangerous and/or substandard living conditions.
- To abate emergency life-threatening living conditions caused by third-party criminal activity;
- To accommodate verified physical conditions caused by long-term illness and/or disability; and
- To accommodate resident families that are determined to be over- or under-housed by virtue of their family size.

A family may request and may be approved to transfer for valid and certifiable reasons such as enabling the family to:

- Live closer to a place of employment; or
- Live closer to a relative who will care for children of a working parent; or
- Live closer to a required medical treatment center; or
- Live in areas providing more opportunity for economic self-sufficiency; or

- Move from an upstairs to a downstairs unit in an elderly building for medical or accessibility reasons; or
- Give the family the choice of development in which they wish to reside, in the implementation of the PHA's Site-Based Waiting List

**The PHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.**

## **B. ELIGIBILITY FOR TRANSFER**

In order to be determined eligible to receive a transfer, residents must submit the requisite documentation to the PHA, to substantiate their request, and must be in good standing with the PHA.

Families transferring to another development must have paid the security deposit in full at the losing development. Any move-out charges will be posted to the new unit.

The PHA will charge the families for any damages to the previous unit. It will be up to the gaining development to collect the charges.

Except in emergency situations, transfers will be avoided when the family is:

- Delinquent in its rent;
- In the process of reexamination to determine rent and eligibility; or
- About to be asked to move for reasons other than non-payment of rent.
- Not in good standing with the PHA due to rental history or a history of disturbances.

**The PHA will not grant a transfer request solely to accommodate neighbors who "cannot get along."**

## **C. PRIORITY OF TRANSFERS**

The Transfer Waiting list will be maintained in rank order according to the following priorities:

**Emergency Transfers** are **mandatory** when the PHA determines that conditions pose an immediate threat to resident life, health, or safety. Emergency Transfers may be made to:

- Permit repair of unit defects hazardous to life, health, or safety.
- Alleviate verified disability problems of a life threatening nature;

- Protect members of the household from attack by the criminal element in a particular property or neighborhood.
- Executed within 24 hours of documentation, verification and approval, if unit is available.
- Transfer will be within the housing development unless Emergency Transfer cannot be accomplished in this manner.
- Ratio of transfers to waiting list applicants not applicable
- Emergency transfers are initiated by the PHA and/or written family request.

**THESE TRANSFERS SHALL TAKE PRIORITY OVER NEW ADMISSIONS.**

**Category 1 Administrative Transfers** include **Mandatory** Transfers to:

- Remove residents who are witnesses to crimes and may face reprisals;
- Provide housing options to residents who are victims of hate crimes or extreme harassment;
- Alleviate verified medical problems of a serious (but not life-threatening) nature;
- Permit modernization or demolition of units;
- Perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-base paint or controls lead-base paint hazards; **OR**
- Permit a family who requires a unit with accessible features to occupy such unit.

**THESE TRANSFERS SHALL TAKE PRIORITY OVER NEW ADMISSIONS.**

Requests for these Transfers will be made to the Housing Administrator or Site Supervisor, with necessary documentation to substantiate the need for such Transfers. Transfers may also be initiated by the PHA (e.g., moving a person with mobility problems to a unit with accessible features or temporarily moving residents to a unit free of lead-base paint hazards).

**Category 2 Administrative Transfers** include the following:

- To correct serious occupancy standards problems.

- Will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two (2) persons per bedroom. **These Transfers are mandatory.**

**THESE TRANSFERS SHALL TAKE PRIORITY OVER NEW ADMISSIONS.**

**If the family's size is between the smallest and largest size permissible for the unit, the family may request a Transfer, but it shall be considered a Category 3 Transfer.**

**Category 3 Administrative Transfers** may be made to:

- Avoid concentration of the most economically and socially deprived families.
- Correct occupancy standards **OR**
- Address situations that interfere with peaceful enjoyment of the premises.

**THESE TRANSFERS WILL NOT TAKE PRIORITY OVER NEW ADMISSIONS. THEY WILL BE PROCESSED AT THE RATE OF ONE TRANSFER TO FOUR NEW ADMISSIONS.**

**Incentive Transfers:** As described in detail below, Incentive Transfers are:

- Offered to new or recently modernized units, on a nondiscriminatory basis, to residents with good rental histories.

**Whenever possible, all Transfers will be made within a resident's area.**

#### **D. PROCESSING TRANSFERS**

1. A centralized Transfer Waiting List will be administered by the Tenant Selection Department. The Housing Administrator or Site Supervisor will submit requests for transfers, including necessary documentation, to the Tenant Selection Supervisor.
2. Transfers will be sorted into their appropriate categories by the Tenant Selection Staff. Admissions will be made in the following order:
  - **Emergency Transfers**
  - **Category 1 Administrative Transfers**
  - **Category 2 Administrative Transfers**
  - **Incentive Transfers**

- **Applicants, at the rate of four (4) Applicants to every Transfer**
- **Category 3 Administrative Transfers**

Within each Category, Transfer Applications will be sorted by the date the completed file (including any verification needed) is received from the Housing Administrator or Site Supervisor or the Tenant.

3. **Category 2 Transfers** to correct occupancy standards may be recommended at the time of Annual or Interim Reexamination.
4. Residents in a **Category 2 Over/under Housed Status** will be advised in their 30-Day "Notice of Result of Reexamination" that a Transfer is recommended and that the family has been placed on the Transfer List.
5. When a head of household, originally housed in a bedroom by himself/herself, has or adopts a child, the family will not be approved for a **Category 2 Transfer** until the child is two (2) years of age. **Exceptions:** spouse or partner returns to the unit, marriage takes place, or the family decides to remain in the unit and the unit is large enough (using the smallest unit standard) to accommodate the number of persons in the household.
6. **Split-Family Transfers** will be processed as **Category 2 Administrative Transfers**.
  - Families that split into two (2) "new" households may be transferred to two (2) different units.
  - A portion of the "old" household may remain in the same unit, and the other portion transferred to another unit depending on family circumstances and unit size and availability.
  - Split-Family Transfers **may not** be processed to accommodate a situation where the head of household and spouse (boyfriend or girlfriend) choose not to share a bedroom.
  - Such Transfers will be made in a manner that minimizes the impact on vacant units.

**E. GOOD RECORD REQUIREMENT FOR TRANSFERS**

1. In general, and in all cases of all resident-requested transfers, residents will be considered only if the head of household and any other family members for the past two (2) years:
  - Have not engaged in criminal activity that threatens the health and safety of residents and staff;
  - Does not owe back rent or other charges, or evidence a pattern of late payment;

- Meet reasonable housekeeping standards and have no housekeeping lease violations; and
  - Can get utilities turn on in the name of the head of household (applicable only to properties with tenant-paid utilities).
2. Exceptions to the good record requirements may be made for Emergency Transfers or where it is to the advantage of the PHA to make the transfer. The exception to the good record requirement will be made by the Tenant Selection Supervisor taking into account the recommendation of the Housing Administrator or Site Supervisor.
  3. Absent a determination of exception, the following policy applies to Transfers:
    - If back rent is owed, the resident will not be transferred until a Payment Plan is established or, if prior Payment Plans have failed, back rent is paid in full.
    - A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

**F. INCENTIVE TRANSFERS**

1. Incentive Transfers are offered to residents who have a good rental history and want to move to units other than those they currently occupy on a non-discriminatory basis.
2. The PHA may occupy recently modernized and scattered site units through Incentive Transfers. Modernized Units will be filled with Incentive Transfers, New Applicants, or a combination of both, in a manner that has the least impact on vacant units.
3. Resident requests for Incentive Transfers should be made to their Housing Administrator or Site Supervisor. The Housing Administrator or Site Supervisor may also recommend a resident for an Incentive Transfer. To be considered for an Incentive Transfer, the following conditions must be met:
  - Residency in a PHA Development for at least three (3) years.
  - No more than two (2) Repayment Agreements, or unpaid balances at any time in the past two (2) years.
  - No history of disturbances that resulted in lease violations or violence towards PHA Staff or neighbors as indicated by notices of lease violations in the applicant's file.

**INCENTIVE TRANSFERS ARE CATEGORY 2 ADMINISTRATIVE TRANSFERS.**

4. No exceptions will be granted to the good record requirement for Incentive Transfers.
5. A Housing Administrator or Site Supervisor's failure to process or recommend an Incentive

Transfer is subject to the Grievance Procedure.

**G. MOVING COSTS**

The resident, except when the transfer is due to uninhabitability, through no fault of the resident, or when the transfer is due to the need of the PHA, will pay all moving costs related to the transfer.

In the case of transfers due to threat of violence, the PHA will determine on a case-by-case basis whether the resident shall be responsible for moving costs.

**H. SECURITY DEPOSITS**

Security Deposits will always be transferred from the losing development to the gaining development.

The resident will be billed for any charges that occur as a result of the resident moving out of the apartment. The office of the losing development is responsible for collecting any maintenance charges due the PHA.

A transfer between developments will not be considered a move-out.

**I. PROCESSING TRANSFERS**

Transfers will be processed as follows:

There will be no lapsed time between move-out and move-in. Effective dates must not overlap nor will both projects carry the resident on their books at the same time.

The resident's records will show a continuous residence in public housing in one development or the other, but not in both projects at the same time.

Both losing and gaining developments involved must have a definite agreement as to when the losing development will move the resident out and the gaining development will move the resident in.

**Losing Developments**

Transfers to other developments will be processed in the same manner as move-outs. The name of the transferred resident and the name of the development s/he transferred to, with other required information, will be reported as a transfer move-out on the Project Daily Report.

**Gaining Developments**

Transfers from other developments will be processed in the same manner as move-ins, including

a new lease and transferred security deposit. The name of the transferred resident and the name of the development s/he transferred from, with other required information, will be reported as a transfer move-in on the Project Daily Report.

The transferred resident, between public housing projects, does not have to meet the admission eligibility requirements pertaining to income or preference.

**J. TRANSFER REQUEST PROCEDURE**

Residents requesting a transfer to another unit or development will be required to submit a written request for the transfer, stating the reason the transfer is requested.

The written request for the transfer will be sent to the Tenant Selection Supervisor, and must have the endorsement of the Housing Administrator or Site Supervisor of the Development in which the Tenant resides.

The Request for Transfer will be kept in a file arranged in chronological order in the Tenant Selection Supervisor's Office.

Mandatory transfers due to occupancy standards will be maintained on the Transfer List in a manner that allows the PHA to easily distinguish between those that are not mandatory.

The gaining development may request the resident's file for review, prior to making a decision on the requested transfer. A second copy of the Request for Transfer will be filed in the resident's folder.

If the request is approved, the family will be notified that their Request for Transfer has been approved, and will be offered a unit, if available.

If the request is denied, the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an Informal Review, if they disagree with the decision.

NOTE: A transfer will require good coordination and communication between the gaining and losing developments.

**K. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS**

Residents who have had a change in income since the last reexamination will have their rent set at the applicable amount beginning with the first day of the new lease.

**L. REEXAMINATION DATE**

The date of the transfer does not change the reexamination date.

The gaining development should be certain that the annual review is properly scheduled to give

the staff time to redetermine rent in order to meet the established reexamination date.

The losing development will send the family's file to the gaining development once they have been notified that the family has accepted the unit and before the family is leased up. The gaining development will not lease up a family without possession of the family's file.

## CHAPTER 9

### LEASING AND INSPECTIONS [24 CFR 5, Subpart G; 24 CFR 966, Subpart A]

#### INTRODUCTION

It is the Policy of the Fayette County Housing Authority that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's Regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the PHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

#### A. LEASE ORIENTATION

At the time of execution of the Lease, the Property Manager will review the Residential Dwelling Lease and other pertinent documents with the family.

#### Orientation Agenda

When families attend the lease orientation, they will be provided with copies of the following documents, which will be discussed in detail with them:

- A copy of the Residential Dwelling Lease
- A copy of the PHA's Grievance Procedure
- A copy of the PHA's Pet Policy
- A copy of the PHA's Community Service Policy

Topics to be discussed will include, but are not limited to:

- \* Applicable deposits and other charges
- \* Provisions of the Lease
- \* Family Choice of Rents
- \* Orientation to the community
- \* Unit maintenance and work orders
- \* Explanation of occupancy forms
- \* Terms of occupancy
- \* Community Service
- \* Lead-based paint disclosure notice
- Lead hazard information pamphlet

#### B. LEASE REQUIREMENTS

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms except for noncompliance with the Community Service Requirement, as described in the Chapter on Community Service.

**C. EXECUTION OF LEASE**

The lease shall be executed by the head of household, spouse, and all other adult members of the household, 18 years of age and older, and by an authorized representative of the PHA, prior to admission.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and the PHA will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current PHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

A lease is executed at the time of admission for all new tenants.

A new lease is executed at the time of the transfer of a tenant from one PHA unit to another (with no change in reexamination date).

If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.

Lease signers must be persons legally eligible to execute contracts.

If no member of the household is qualified to sign a lease, a legal guardian may co-sign the lease, subject to PHA approval.

The names and date of birth of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the PHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.

**Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to PHA assistance, with the exception of occupancy while serving as the attendant for the participant family member.**

The PHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

**D. ADDITIONS TO THE LEASE**

Requests for the addition of a new member of the household must be approved by the PHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including the Credit Check and Criminal History Report, of the proposed new member. Only new members approved by the PHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:
  - Resident plans to marry;
  - Resident is awarded custody of a child over the age for which juvenile justice records are available;
  - Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).
  - A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.
2. Factors determining household additions that are not subject to screening:
  - Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.
3. Factors determining household additions that may be subject to screening, depending on PHA discretion:

**Children below the age under which juvenile justice records are made available, who are added through a kinship care arrangement are exempt from the pre-screening process.**
4. The PHA will not approve adding a family consisting of more than one member to the lease. Such applicants will be encouraged to apply to the Waiting List(s).
5. Residents who fail to notify the PHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the PHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(2 and 3)].

7. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify the PHA of the move-out within 10 calendar days of its occurrence.

These individuals may be permitted to be readmitted one (1) additional time to that unit. If they move out a second time, they will not be readmitted to that unit, but must apply as a new applicant for placement on the Waiting List(s).

The PHA in making determinations under this Paragraph will consider medical hardship or other extenuating circumstances.

8. The resident may not allow visitors to stay overnight more than 15 calendar days in a twelve month period, and they must notify the Housing Administrator or Site Supervisor.

The Housing Administrator or Site Supervisor may authorize overnight visitors provided the visit does not exceed three (3) consecutive days.

Visitors who remain beyond this period shall be considered trespassers, and their presence constitutes a breach of the lease.

If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.

9. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.

Residents are not permitted to allow a former tenant of the PHA who has been evicted to occupy the unit for any period of time.

Residents must advise the PHA when they will be absent from the unit for more than 30 days and provide a means for the PHA to contact the resident in the event of an emergency. Failure to advise the PHA of extended absences is grounds for termination of the lease.

**E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES  
[24 CFR 8.27(a)(1)(2) and (b)]**

Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control, who has a disability that requires the special features of the vacant unit.
- Second, to an eligible qualified applicant on the waiting list having a disability that

requires the special features of the vacant unit.

The PHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

**F. UTILITY SERVICES**

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

**G. SECURITY DEPOSITS**

**Security Deposit**

New tenants must pay a Security Deposit to the PHA at the time of admission.

The amount of the Security Deposit required is \$95.00.

The PHA may permit installment payments of Security Deposits when a new tenant demonstrates a financial hardship to the satisfaction of the PHA. However, no less than one-half of the required deposit must be paid before occupancy, with the remainder of the Security Deposit paid within 60 days.

The PHA will hold the Security Deposit for the period the tenant occupies the unit.

Once the Tenant vacates the unit, the PHA will refund to the Tenant the amount of the Security Deposit, less any amount needed to pay the cost of:

- Unpaid Rent;
- Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;
- Other charges under the Lease.

The PHA will refund the Security Deposit less any amounts owed, within 30 calendar days after move out and tenant's notification of new address, pursuant to Pennsylvania State Law.

The PHA will provide the tenant or the person designated by the former tenant in the event of the former tenant's incapacitation or death with a written list of any charges against the Security Deposit. If the tenant disagrees with the amount charged to the Security Deposit, the PHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the PHA. All keys to the unit must be returned to the Management upon vacating the unit.

The PHA will not use the Security Deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the PHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges.

### **Pet Deposit**

See Chapter on Pet Policy.

## **H. RENT PAYMENTS**

The tenant rent is due and payable at the PHA-designated location on the first day of every month. If the first day falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If the PHA does not receive payment by the 10<sup>th</sup> of the month, a delinquent rent notice will be sent.

If the payment of rent and other charges due under the lease will be delayed beyond the first day of the month, the tenant must notify the Management no later than 5 business days before the payment is due.

- The notification must include an explanation of the circumstances that will delay the tenant's payment, and indicate the date on which full payment will be made.

## **I. FEES AND NONPAYMENT PENALTIES**

If the tenant fails to make payment by the last day of the month, and the PHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued to the tenant with a 14 day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

The PHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

Any rent payment received will be applied to the oldest rent charges in the resident's account with the exception of debts currently under a Payment Agreement.

**J. SCHEDULES OF SPECIAL CHARGES**

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

**K. MODIFICATIONS TO THE LEASE**

Schedules of special charges and rules and regulations are subject to modification or revision. Residents and resident organizations will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and:

- Hand delivered to the tenant at the dwelling unit.

After the proposed changes have been incorporated into the lease and approved by the Board, each family will be notified of the effective date of the new lease.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

**L. CANCELLATION OF THE LEASE**

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this Policy.

**M. INSPECTIONS OF PUBLIC HOUSING UNITS**

**Initial Inspections**

The PHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the PHA and the tenant, will be kept in the tenant file.

Any adult member may sign the inspection form for the head of household.

**Vacate Inspections**

The Housing Administrator, Site Supervisor, or Clerk will access the Vacate Report and will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The PHA will determine if there are tenant caused

damages to the unit. Tenant caused damages may affect part or all of the family's Security Deposit.

The move-out inspection also assists the PHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

The resident is encouraged to participate in the move-out inspection.

### **Annual Inspections**

The PHA will inspect all units annually using HUD's Uniform Physical Condition Standards (UPCS) as a guideline.

The unit will be considered to have failed HUD's Uniform Physical Condition Standards if there are any *life-threatening* Health and Safety deficiencies

If a unit fails inspection due to housekeeping or tenant-caused damages, the resident will be given five (5) working days to correct noted items, after which a follow-up inspection will be conducted.

Residents will be issued a copy of the inspection report with required corrections.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by the PHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by the PHA.

Required corrections will be repaired by the PHA within 30 days of the inspection date.

Resident will be notified at least five (5) working days before the date of the required repairs.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit may be in violation of their lease.

### **Quality Control Inspections**

The Housing Management Staff will conduct periodic Quality Control Inspections to determine the condition of the unit and to identify problems or issues in which the PHA can be of service to the family.

The PHA Inspection staff will conduct quality control inspections on 5% of the units inspected.

The purpose of these Quality Control Inspections is to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

The Housing Administrator, Site Supervisor, or Clerk will conduct periodic inspections to determine the condition of the unit and to identify problems or issues in which the PHA can be of service to the family.

### **Special Inspections**

Housing Management Staff may conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD Representatives or Local Government Officials may review PHA operations periodically and as a part of their monitoring may inspect a sampling of the PHA's inventory.

### **Other Inspections**

The Housing Administrator, Site Supervisor, or Clerk will periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

Playground inspections are conducted quarterly to determine playground safety.

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

### **Emergency Inspections**

Housing Management Staff may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the Staff may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (**see Entry of Premises Notice in this Chapter.**) Repairs are to be completed within 24 hours from the time the work order is issued.

### **Emergency Repairs to be Completed in Less than 24 Hours**

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

- Lock-out (with proper identification of resident)
- Broken lock which affects unit security
- Broken window glass which affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)

- Escaping gas
- Plumbing leaks that can cause flooding or damage to the unit
- Natural gas leaks or smell of fumes
- Backed-up sewage
- Electrical hazard
- Units with elderly residents in which the PHA-owned air conditioner or heater (seasonal) or refrigerator is inoperable
- Inoperable smoke detectors will be treated as a 24-hour emergency and will be made operable by the PHA if the smoke detector is in need of repair.

Residents who disengage smoke detectors for convenience purposes will be cited. (See **"Housekeeping Citations" in this Chapter.**)

### **Entry of Premises Notices**

The PHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

The PHA will provide the family with 48 hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

An adult family member must be present in the unit during the inspection, and be required to show identification.

If no person is at home, the Staff will enter the unit and conduct the inspection. A written notice to the resident will be left in the unit explaining the reason the unit was entered and the date and time.

Where the PHA is conducting regular annual examinations of its housing units, the family will receive at least five (5) working days' notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons the PHA will enter the unit are:

- Inspections and maintenance
- To make improvements and repairs
- To show the premises for leasing
- In cases of emergency

The family must call the PHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

The PHA will reschedule the inspection no more than twice unless the resident has a verifiable medical reason that has hindered the inspection. The PHA may request verification.

Repairs requested by the family will not require prior notice to the family. Residents are notified in the Lease that resident-requested repairs presume permission for the PHA to enter.

### **Non-Inspection Emergency Entry**

The PHA Staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

### **Family Responsibility to Allow Inspection**

The PHA must be allowed to inspect the unit at reasonable times with reasonable notice. 48-hour written notice will be considered reasonable in all cases.

The PHA will reschedule the inspection no more than twice unless the resident has a verifiable medical reason that has hindered the inspection. The PHA may request verification.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and the PHA will notify the family of its intended action.

### **Housekeeping Citations**

Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Citation, and a reinspection will be conducted within five (5) working days by Housing Management Staff.

If the family fails to comply with the reinspection it can result in lease termination.

### **Tenant Damages**

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

"Beyond normal wear and tear" is defined as items that could be charged against the tenant's security deposit under state law or court practice.

**NOTE: By Special Resolution adopted by the Board of Directors of the Fayette County Housing Authority on July 8, 2004, it is now required that each housing unit be inspected four (4) times per year in an effort to avoid tenant damages and reduce the amount of charge-offs for the Housing Authority.**

**Fayette County Housing Authority  
RESIDENTIAL LEASE AGREEMENT**

**THIS LEASE IS IN TWO PARTS:**

**Part I establishes the Terms and Conditions of the lease.** These apply to all residents;

**Part II is a lease contract.** This is executed by the resident and the FCHA, includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, project name and number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the FCHA with the unit;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the lease (all adult members of Tenant household must sign the lease);
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal FCHA working hours.

## PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

### Fayette County Housing Authority

THIS LEASE AGREEMENT (called the "Lease") is between the Fayette County Housing Authority, (called "FCHA") and Tenant named in Part II of this lease (called "Tenant"). [966.4 (a)]

#### I. Description of the Parties and Premises: [966.4 (a)]

- (a) FCHA, using data provided by Tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]
- (b) Premises must be used as the only private residence of the Tenant and the family members named on Part II of the Lease. The FCHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the FCHA's policy on such activities. [966.4 (d)(1 & 2)]
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, adopted children and court-awarded custody children, require the advance written approval of FCHA. Such approval will be granted only if the new family members pass FCHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4 (a)(2) & (d)(3)(i)]

Tenant agrees to wait for FCHA's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which FCHA may terminate the lease in accordance with Section XVI. [966.4 (f)(3)]

- (d) Tenant shall report deletions (for any reason) from the household members named on the lease to the FCHA in writing, within 10 days of the occurrence. [966.4 (c)(1) & (2) & (f)(3)]

#### II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms of one calendar year. [966.4 (a)(1)]

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the FCHA in accordance with Section VII herein. [966.4 (c)]

The amount of the Total Tenant Payment and Tenant Rent shall be determined by the FCHA in compliance with HUD regulations and requirements and in accordance with FCHA's Admissions and Occupancy Policy. [966.4 (c)]

- (b) Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the seventh calendar day of the month. Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. [966.4 (e)(1) & (3)]

When FCHA makes any change in the amount of Total Tenant Payment or Tenant Rent, FCHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by FCHA. If Tenant asks for an explanation, FCHA shall respond in a reasonable time. [966.4 (c)(4)]

#### III. Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4 (b)(2)]

- (a) Maintenance costs -- The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When FCHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by FCHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to FCHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b)(2)]
- (b) Excess Utility Charges --At developments where utilities are provided by FCHA, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4 (b)(2)]
- (c) Installation charges for tenant-supplied air conditioners.

#### IV. Payment Location

Rent and other charges are to be mailed in the form of a check or money order to: Fayette County Housing Authority, Federal Program, P.O. Box 400423, Pittsburgh, PA 15268-0423. FCHA will not accept cash. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

#### V. Security Deposit

- (a) Tenant Responsibilities: Tenant agrees to pay an amount of \$\_\_\_\_\_. The dollar amount of the security deposit is noted on Part II of this Residential Lease. [966.4 (b)(5)]
- (b) FCHA's Responsibilities: FCHA will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
  - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and FCHA has inspected the dwelling unit.

The return of a security deposit shall occur within 30 days after Tenant moves out. FCHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes FCHA with a forwarding address. If any deductions are made, FCHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

#### VI. Utilities and Appliances [966.4 (b)(1)]

- (a) FCHA Supplied Utilities: If indicated by an (X) on Part II, FCHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. FCHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, FCHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of FCHA. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office. [966.4 (b)(2)]

- (b) Tenant-paid Utilities: If Tenant resides in a development where FCHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, FCHA will pay a Utility Reimbursement each month. [913.102]

FCHA may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.473 (c)]

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by FCHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)]

Tenant also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

#### VII. Terms and Conditions

The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of FCHA, members of the household may engage in legal profitmaking activities in the dwelling unit. [966.4 (d) (1) & (2)]

This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision. [966.4 (d)(1)]

- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and FCHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease THEN; FCHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, FCHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3]

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

- (c) Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.

- (1) The status of each family is to be re-examined at least once a year. At the annual recertification Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable. [960.209]

- (2) Tenant promises to supply FCHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [966.4 (c)(2)]

Failure to report for the annual recertification or supply such information when requested is a serious violation of the terms of the lease and FCHA may terminate the lease.

All information must be verified. Tenant agrees to comply with FCHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4 (c)(2)]

FCHA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by FCHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.

- (3) Rent will not change during the period between regular re-examinations, UNLESS during such period: [960.209 (b)]

- (a) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant failed to comply with some TANF requirement. [913.107, 1995 Edition]

If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

- (b) It is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. FCHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

- (c) Rent formulas or procedures are changed by Federal law or regulation.

- (4) All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. [966.4 (c) (2)]

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying.

- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; All notices will state the effective date of the rent adjustment.

1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.
  2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
  3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), FCHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- (e) Transfers [966.4 (c)(3)]
1. Tenant agrees that if FCHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, FCHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
  2. FCHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
  3. If a Tenant makes a written request for special unit features in support of a documented disability, FCHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, FCHA may transfer Tenant to another unit with the features requested at FCHA's expense.
  4. A tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
  5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by FCHA. Tenant shall be given 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, FCHA may terminate the Lease. [966.4 (c)(3)]
  6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4 (c)(4)]
  7. FCHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

#### VIII. FCHA Obligations [966.4 (e)]

FCHA shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (e)(1)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]
- (c) To make necessary repairs to the dwelling unit; [966.4 (e)(3)]
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied with FCHA; [966.4 (e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease; [966.4 (e)(6)]
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4 (e)(7)]
- (h) To notify Tenant of the specific grounds for any proposed adverse action by FCHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When FCHA is required to

afford Tenant the opportunity for a hearing under the FCHA grievance procedure for a grievance concerning a proposed adverse action:

1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(i)(3) shall constitute adequate notice of proposed adverse action.
2. In the case of a proposed adverse action other than a proposed lease termination, FCHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. [966.4 (e)(8)]

#### IX. Tenant's Obligations

Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit. [ 966.4 (f)(1)]
- (b)
  1. Not to give accommodation to boarders or lodgers; [966.4 f)(2)]
  2. Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of FCHA.
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. [966.4 (f)(3)]  
This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to FCHA's Occupancy standards, and so long as FCHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4 (d)((3)(i))]
- (d) To abide by necessary and reasonable regulations promulgated by FCHA for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4 (f)(4)]
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [ 966.4(f)(5)]
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. [966.4 (g)]
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by FCHA. [§ 966.4(f)(7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. [966.4(f)(8)]
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.4 (f)(9)]
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [§ 966.4(f)(10)]
- (k) To act, and cause household members or guests to act in a manner that will:
  1. Not disturb other residents' peaceful enjoyment of their accommodations; and
  2. Be conducive to maintaining all FCHA projects in a decent, safe, and sanitary condition. [966.4 (f)(11)]
  3. To ensure that all loud noises stop, or reduce in volume by 10:00 p.m.
- (l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
  1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of FCHA's public housing premises by other residents or employees of FCHA, or;
  2. Any drug-related criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with

intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4 (f)(12)]

- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of FCHA. To make no changes to locks or install new locks on exterior doors without FCHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by FCHA, nor to use any wallpaper, border paper. To use only FCHA-approved paint.
- (n) To give prompt prior notice to FCHA, in accordance with Section VIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner with neighbors and FCHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and FCHA staff.
- (p) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Pennsylvania on the property of FCHA. Not to display or use, or allow members of the Tenant's household or guests to display or use any firearms, BB guns, pellet guns, sling shot or other offense weapons, as defined by the Laws and Courts of the Commonwealth of Pennsylvania, in a manner that endangers life or property. To keep firearms stored on the premises in a locked gun cabinet supplied by the Tenant, and approved by the Authority. To provide the Authority with a copy of the applicable permit or registration as required by State or Federal law for any weapon or firearm kept on the premises by the Tenant or brought on the premises by a guest of the Tenant.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by FCHA with the written approval of FCHA.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of FCHA.
- (u) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the FCHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (v) To remove from FCHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or firelane designated and marked by FCHA. Any inoperable or unlicensed vehicle as described above will be removed from FCHA property at Tenant's expense. Automobile repairs are not permitted on project site.
- (w) To remove any personal property left on FCHA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by FCHA. Costs for storage and disposal shall be assessed against the former tenant.
- (x) To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y)
  1. Not to commit any fraud in connection with any Federal housing assistance program, and
  2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (aa) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the FCHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused

from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

#### X. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: [966.4 (h)]

##### FCHA Responsibilities:

- (a) FCHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]
- (b) FCHA shall offer Tenant a replacement dwelling unit, if available; if necessary repairs cannot be made within a reasonable time. FCHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition. [966.4 (h)(3)]
- (c) Tenant shall accept any replacement unit offered by FCHA.
- (d) In the event FCHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4 (h)(4)]
- (e) If FCHA determines that the dwelling unit is untenantable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

##### Tenant Responsibilities:

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4 (h)(1)]
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by FCHA, during the time in which the defect remains uncorrected.

#### XI. Move-in and Move-out Inspections

- (a) Move-in Inspection: FCHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. FCHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by FCHA and Tenant and a copy of the statement retained in Tenant's folder. [966.4 (i)] FCHA will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- (b) Move-out Inspection -- FCHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to FCHA. [966.4 (i)]

#### XII. Entry of Premises During Tenancy

##### (a) Tenant Responsibilities--

1. Tenant agrees that the duly authorized agent, employee, or contractor of FCHA will be permitted to enter Tenant's dwelling during reasonable hours (8:00 A.M. to 4:30 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]
2. When Tenant calls to request maintenance on the unit, FCHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when FCHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

##### (b) FCHA's Responsibilities--

1. FCHA shall give Tenant at least 48 hours written notice that FCHA intends to enter the unit. FCHA may enter only at reasonable times. [966.4 (j)(1)]
2. FCHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]

3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, FCHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. [966.4 (j)(3)]

### XIII. Notice Procedures

- (a) Tenant Responsibility-- Any notice to FCHA must be in writing, delivered to the Project Office or to FCHA's central office, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]
- (b) FCHA Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or affixed to the front door of the dwelling unit, or sent by first-class mail addressed to Tenant. [966.4 (k)(1)(i)]
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Tenant is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

### XIV. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by FCHA and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause. [966.4 (l)(2)]
- (b) FCHA may not renew the lease of a Tenant if any non-exempt adult member of the family fails to comply with community service/economic self-sufficiency requirements.

Such serious or repeated violation of terms shall include but not be limited to:

1. The failure to pay rent or other payments when due; [966.4 (l)(2)]
  2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the seventh of the month. Four such late payments within a 12 month period shall constitute a repeated late payment; [966.4 (l)(2)]
  3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [966.4 (l)(2)]
  4. Misrepresentation of family income, assets, or composition; [966.4 (c)(2)]
  5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations. [966.4 (c)(2)]
  6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4 (l)(2)]
  7. Criminal activity by a covered person that threatens the health, safety or right to peaceful enjoyment of FCHA's public housing premises by other residents (including FCHA management staff residing on the premises) or threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises. [966.5 (ii)(A)]
  8. Offensive weapons or illegal drugs seized in a FCHA unit by a law enforcement officer; [966.4 (l)(2)]
  9. Any fire on FCHA premises caused by carelessness or unattended cooking. [966.4 (l)(2)]
  10. Conviction of any member of the household for manufacture or production of methamphetamine on the premises of federal assisted housing [966.5(i)(A)]
  11. Drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in or on the premises by any other person under the tenant's control [966.5(i)(B)]
  12. 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 [966.5 (ii) (B)]
  13. Engaged in abuse or pattern of abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or furnished false or misleading information concerning illegal drug use, alcohol abuse or rehabilitation of illegal drug users or alcohol abusers.
- (c) If the only adult member of the household is away from the unit for 60 days or more due to long term hospitalization or recovery in a nursing home or serving time in jail FCHA may terminate the lease.
  - (d) FCHA shall give written notice of the proposed termination of the Lease of:

1. 14 days in the case of failure to pay rent;
  2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation (but not to exceed 5 days) when the health or safety of other tenants or FCHA staff is threatened;
  3. 30 days in any other case. [966.4 (l)(3)(i)(A), (B) & (C)]
- (e) The notice of termination:
1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine FCHA documents directly relevant to the termination or eviction. [966.4 (l)(3)(ii)]
  2. When FCHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with FCHA's grievance procedures. [966.4 (l)(3)(ii)]
  3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. [966.4 (l)(3)(iii)] The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.
  4. When FCHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under FCHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (l)(3)(iv)]
  5. When FCHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and FCHA has decided to exclude such grievance for FCHA grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by FCHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 (l)(3)(v)]
  6. FCHA may evict Tenant from the unit only by bringing a court action. [966.4 (l)(4)]
- (f) Tenant may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above.
- (g) In deciding to evict for criminal activity, FCHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, FCHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. FCHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (l)(5)]
- (h) When a FCHA evicts a Tenant from a dwelling unit for criminal activity FCHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4 (l)(5)(ii)]

#### XV. Waiver

No delay or failure by FCHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

#### XVI. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by FCHA, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) FCHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. FCHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection FCHA will notify Tenant in writing if he/she fails to comply with the standards. FCHA will advise Tenant of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of

time, FCHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

(b) Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

(c) Housekeeping Standards: Inside the Apartment

General--

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.

Kitchen--

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer has no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom--

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor should be clean and dry.

Storage Areas--

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.

- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

(IN FINAL LEASE COPY -- INSERT LEAD-BASED PAINT WARNING AS REQUIRED BY HUD.)

## PART II of the RESIDENTIAL LEASE AGREEMENT

### Fayette County Housing Authority

THIS AGREEMENT is executed between the Fayette County Housing Authority (herein called "FCHA"), and \_\_\_\_\_ (herein called the "Tenant"), and becomes effective as of this date: \_\_\_\_\_ [966.4 (a)]

(1) Unit: That the FCHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at \_\_\_\_\_ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is: \_\_\_\_\_ [966.4 (a)]

(2) Household Composition: The Tenant's household is composed of the individuals listed below. Other than the Head or Spouse each household member should be listed by age, oldest to youngest. [966.4 (a)(2)] All members of the household over age 18 shall execute the lease.

Name	Relationship	Age & Birthdate	Social Security #
1.	Head	___ / ___ / ___	- - - - -
2		___ / ___ / ___	- - - - -
3		___ / ___ / ___	- - - - -
4		___ / ___ / ___	- - - - -
5		___ / ___ / ___	- - - - -
6		___ / ___ / ___	- - - - -
7		___ / ___ / ___	- - - - -
8		___ / ___ / ___	- - - - -

(3) Term: The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease.

(4) Rent: Initial rent (prorated for partial month) shall be \$\_\_\_\_\_ and, if applicable, the Tenant shall receive the benefit of \$\_\_\_\_\_ from FCHA for Utility Reimbursement (for partial month) paid to the utility supplier for the period beginning \_\_\_/\_\_\_/\_\_\_ and ending at midnight on \_\_\_/\_\_\_/\_\_\_.

Thereafter, rent in the amount of \$\_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the seventh (7<sup>th</sup>) day of said month. A utility reimbursement of \$\_\_\_\_\_ per month (if applicable) shall be paid to the utility supplier by FCHA for the Tenant. [966.4 (b)(1)]

(5) Utilities and Appliances: FCHA-Supplied Utilities [966.4 (b)(1)] If indicated by an (X) below, FCHA provides the indicated utility as part of the rent for the premises:

( ) Electricity ( ) Natural Gas ( ) Heating Fuel ( ) Water ( ) Sewerage Other: \_\_\_\_\_

If indicated by an (X) below, FCHA shall provide the following appliances for the premises:

( ) Cooking Range ( ) Refrigerator

(6) Utility Allowances: Tenant-Paid Utilities [913.102] If indicated by an (X) below, FCHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$\_\_\_\_\_ for the following utilities paid directly by the Tenant to the Utility supplier:

( ) Electricity ( ) Gas ( ) Heat ( ) Water ( ) Sewerage ( ) Trash removal

(7) Security Deposit: Tenant agrees to pay \$95.00 as a security deposit. See Part I of this lease for information on treatment of the Security Deposit. [966.3 (b)(5)]

(10) Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
CO-TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
CO-TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
MANAGER: \_\_\_\_\_ DATE \_\_\_\_\_

**TENANT'S CERTIFICATION**

I, \_\_\_\_\_ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to FCHA before execution of the lease, or before FCHA approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to FCHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

**ATTACHMENTS:**

If indicated by an (X) below, FCHA has provided the tenant with the following attachments and information:

- Part I of this Lease                       Pet Policy                       Standard Maintenance Charges (May be updated)  
 Watch Out for Lead Paint Poisoning                       Grievance Procedure (May be updated)  
 Housekeeping Standards                       Other: \_\_\_\_\_

**STATEMENT ON RECEIPT OF INFORMATION**

I/We have received a copy of the above information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renter." The above information has been thoroughly explained to me/us. I/We understand the possibility the lead-based paint may exist in the unit.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

OFFICE ADDRESS: \_\_\_\_\_ HOURS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

EMERGENCY MAINTENANCE TELEPHONE NUMBER \_\_\_\_\_  
Monday through Friday after 5:00 p.m., weekends and holidays

**PROCEDURE FOR DOING CRIMINAL CHECKS  
ON EXISTING TENANTS OF THE PUBLIC HOUSING PROGRAM  
OF THE FAYETTE COUNTY HOUSING AUTHORITY  
EFFECTIVE MARCH 1, 2003**

1. Criminal Checks shall be performed on 20% of all Tenants of the Public Housing Developments, excluding the Elderly, effective March 1, 2003.
2. The Criminal Check shall be done once every five (5) years, on a monthly basis, at the time of Reexamination, on all Members of the Tenant Household who are 18 years of age or older.
3. All Members of the Tenant Household who are 18 years of age or older shall sign a Police Record Verification Form, which is to be completed in full by the Property Manager prior to sending it to the Tenant Selection Department. In the event that the Form is not completed or is not legible, it will be returned to the Property Manager for clarification.
4. When the results are received from the Sheriff's Office, the Criminal Check Forms will be forwarded to the proper Housing Development. The Property Manager will then make the necessary notations in the Tenant's File (i.e. 1/14/03 -- No Record for James, and then initial their notations) The Criminal Check must then be shredded.
5. The Reexamination Lists for all Property Managers are to be printed each month in the Office of the Director of Housing Management, and given to the Property Managers, with every fifth name circled, so that the Property Managers will know which Tenants are to have the Criminal Check, and also to avoid the appearance of favoritism by the Property Managers in whom they would choose from those Tenants being reexamined to have the Criminal Check.
6. Any Tenant who has moved into Public Housing within the past year will not have to have another Criminal Check done for five (5) years.
7. All Tenant Files will be properly marked in the upper right hand corner of the File Folder, so that the Property Managers can check at a glance and know which Tenants have had the Criminal Check and in what year it was performed.
8. The Director of Housing Management or his Designee shall perform Quality Control Reviews of the Tenant Files to ensure this Procedure is being followed.

**CHAPTER 10**  
**Fayette County Housing Authority**  
**PET OWNERSHIP POLICY**

**A. Pet Rules**

The following rules shall apply for the keeping of pets by Residents living in the units operated by the Fayette County Housing Authority (FCHA). These rules do not apply to assistive animals verified to be needed by a person with a documented disability, subject to the provisions of the Reasonable Accommodation Policy of the FCHA.

1. Common household pets as authorized by this policy means a domesticated animals, such as cats, dogs, fish, birds, rodents (including rabbits) and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes.
2. Each resident family will be allowed to house only one (1) animal at any time. Visiting guests with pets will not be allowed.
3. Residents will register their pet with the FCHA **BEFORE** it is brought onto the FCHA premises, and will update the registration annually. The registration will include:
  - Information sufficient to identify the pet and to demonstrate that it is a common household pet and a picture;
  - A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law;
  - The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
  - The registration will be updated annually at the annual re-examination of Residents' income.
  - A statement indicating that the pet owner has read the pet rules and agrees to comply with them;
  - The FCHA may refuse to register a pet if:
    - a.) The pet is not a common household pet;
    - b.) The keeping of the pet would violate any applicable house pet rule;
    - c.) The pet owner fails to provide complete pet registration information;
    - d.) The pet owner fails annually to update the pet registration;
    - e.) The FCHA reasonably determines, based on the pet owners' habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
    - f.) Financial ability to care for the pet will not be a reason for the FCHA to refuse to register a pet.

- The FCHA will notify the pet owner if the Authority refuses to register a pet. The notice will:
  - a.) State the reasons for refusing to register the pet;
  - b.) Be served on the pet owner in accordance with procedure outlined in paragraph B1 of this policy; and
  - c.) Be combined with a notice of a pet rule violation if appropriate.
- 4. Cats and dogs shall be limited to small breeds where total weight shall not exceed twenty (20) pounds and total height at the shoulder shall not exceed twelve (12) inches. The size limitations do not apply to service animals.
- 5. No chows, pit bulls, German police dogs, Dobermans, Rottweilers, Presa Canarios, or any other known fighter breed will be allowed on the premises.
- 6. All cat and dog pets shall be neutered or spayed, and verified by veterinarian, the cost to be paid by the owner. All cats will have to be declawed at the owner's expense. Pet owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination.
- 7. A non-refundable pet fee of \$100 per bedroom in the pet owner's unit shall be made to the FCHA. Such fee will be a one-time fee (per pet) and shall be used to help cover cost of damages to the unit caused by the pet.
  - Tenants with fish bowls or aquariums under 20 gallons will be exempted from the security fee as well as the number of animals allowed.
  - Tenants with small (under one pound) caged birds will be exempted from the security fee however only two birds will be allowed in any unit.
  - Snakes, rodents, reptiles or other accepted types of small pets **will not be exempted** from the pet fee requirement nor will the number of animals be waived.
- 8. Pets shall be quartered in the Residents unit.
- 9. Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside.
- 10. No doghouses will be allowed on the premises.
- 11. Each resident family will be allowed to house only one (1) animal at any time. Visiting guests with pets will not be allowed. Pets (dogs and cats) shall be allowed to run only on the owner's lawn and owners shall clean up after pet after each time the animal eliminates.
  - Litter boxes are required for cats and are to be kept clean.
  - All animal waste must be placed in sealed plastic bags and disposed of in the dumpster (if available) outside the building in an approved garbage can with a lid. No animal waste shall be placed in the trash chutes.
  - Any tenant having a dog or cat shall obtain some kind of "scooper" to clean up after

the pet outdoors, and is responsible for placing all waste in sealed plastic bags and depositing such material in the dumpster.

- The tenant is required to take whatever action is necessary to insure that their pet does not bring any flea, tick or other pest into the building.
- A fee of \$25.00 (Twenty Five Dollars) per occurrence, shall be charged to the tenant for the removal of pet waste from either the interior or exterior of the building by Authority personnel.

12. All County Ordinances concerning pets will be complied with.
13. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner or other occupants of the FCHA in accordance with paragraph B3 below.
14. Birds must be kept in regular birdcages and not allowed to fly throughout the unit.
15. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps, will not be deposited on the owners porches or yards.
16. Residents will not feed or water stray animals or wild animals.
17. Pets will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, etc.).
18. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.
19. No Housing Authority personnel will enter any apartment containing a dog or cat until the tenant has physical control of the animal.
20. The tenant shall be responsible for the arranging for burial or other disposal, off the premises of pets in the event of the death of the pet. Under no circumstance will any pet be disposed of in Authority dumpsters or tenant owned garbage cans.

## **B. Pet Violation Procedure**

1. **NOTICE OF PET RULE VIOLATION** When the FCHA determines on the basis of objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, the FCHA will:
  - Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or
  - serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;
2. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
3. The notice must state that the pet owner has ten (10) days from the effective date of

service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation, (the effective date of service is that day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted);

4. The notice must state that the pet owner is entitled to be accompanied by another person on his or her choice at the meeting;
5. The notice must state that the pet owners' failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owners' lease.
6. **PET RULE VIOLATION MEETING:** If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the FCHA shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the FCHA agrees to a later date).
  - The FCHA and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an agreeable understanding.
  - The FCHA may, as a result of the meeting, give the pet owner additional time to correct the violation.
  - Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the FCHA's Resident file.
7. **NOTICE OF PET REMOVAL:** If the pet owner and the FCHA are unable to resolve the pet rule violation at the pet rule violation meeting, or if the FCHA determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph 6 above (or at the meeting, if appropriate), requiring the pet owner to remove the pet. This notice must:
  - Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
  - State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice or pet removal (or the meeting, if the notice is served at the meeting);
  - State the failure to remove the pet may result in initiation of procedures to terminate the pet owners' residency.
8. **INITIATION OF PROCEDURE TO TERMINATE PET OWNERS RESIDENCY:** The FCHA will not initiate procedure to terminate a pet owners' residency based on a pet rule violation unless:
  - The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified in paragraph 3b above;
  - The pet rule violation is sufficient to begin procedures to terminate the pet owners' residency under the terms of the lease and application regulations,
  - Provisions of Resident's Lease, Section XIV: Termination of Lease will apply in all

cases.

**C. Protection of the Pet**

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the FCHA may:

- Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
- If the responsible party or parties are unwilling or unable to care for the pet, the FCHA may contact the appropriate State or Local Authority (or designated agent of such Authority) and request the removal of the pet;
- If the FCHA is unable to contact the responsible parties despite reasonable efforts, action as outlined above will be followed; and
- If none of the above actions reap results, the FCHA may enter the pet owners' unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be borne by the pet owner.

**D. NUISANCE OR THREAT TO HEALTH OR SAFETY**

Nothing in this policy prohibits the FCHA or the Appropriate City Authority from requiring the removal of any pet from the FCHA property. If the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety or other occupants of the FCHA property or of other persons in the community where the project is located.

**E. APPLICATION OF RULES**

1. Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the moral and financial obligation of the pet owner.
2. All pet rules apply to resident and/or resident's guests.

## Appendix I

### Pet Agreement

1. Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.
2. Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in the FCHA's Pet Policy or this Agreement.
3. Pet Fee. The Pet Fee will be \$100 times the number of bedrooms in your unit for your current pet. The Pet Fee is a one-time, non-refundable charge.
  - If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.
  - This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs and replacement to, and fumigation of, the apartment.
4. Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
5. Description of Pet. You may keep only one pet as described below. The pet may not exceed twelve (12) inches in height at the shoulder and twenty (20) pounds in adult weight. You may not substitute other pets for this one without amending this agreement.

Pet's Name \_\_\_\_\_ Type \_\_\_\_\_

Breed \_\_\_\_\_ Color \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_

Housebroken? \_\_\_\_\_ City of License \_\_\_\_\_ License No. \_\_\_\_\_

Date of last Rabies shot \_\_\_\_\_

Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals

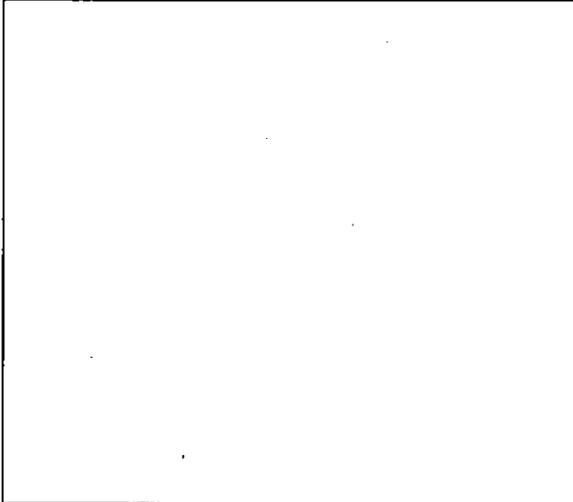
Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

**Appendix 2  
Pet Policy Certification**

Attach photo of Pet here



By \_\_\_\_\_

Title \_\_\_\_\_

Fayette County Housing Authority

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

I have read, fully understand and will abide by the rules and regulations contained in the Fayette County Housing Authority Pet Policy and in this Pet Agreement.

**Appendix 3**  
**Pet Policy Rules Violation Notice**

DATE: \_\_\_\_\_  
TIME: (IF DELIVERED) \_\_\_\_\_ A.M. / P.M.  
TO: \_\_\_\_\_  
NAME OF RESIDENT: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP CODE \_\_\_\_\_  
  
PET NAME OR TYPE: \_\_\_\_\_

This notice hereby informs you of the following pet rule violation:

\_\_\_\_\_  
\_\_\_\_\_

Factual Basis for Determination of Violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As pet owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As pet owner you are entitled to be accompanied by another person of your choice at the meeting.

Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

\_\_\_\_\_  
FCHA STAFF

## Chapter 11

### COMMUNITY SERVICE

#### INTRODUCTION

This chapter explains HUD regulations requiring PHAs to implement a community service program for all non-exempt adults living in public housing.

This chapter describes HUD regulations and PHA policies related to these topics in two parts:

Part I: Community Service Requirements. This part describes who is subject to the community service requirement, who is exempt, and HUD's definition of economic self-sufficiency.

Part II: PHA Implementation of Community Service. This part provides PHA policy regarding PHA implementation and program design.

#### PART I: COMMUNITY SERVICE REQUIREMENT

##### A. OVERVIEW

HUD regulations pertaining to the community service requirement are contained in **24 CFR 960 Subpart F (960.600 through 960.609)**. PHAs and residents must comply with the community service requirement, effective with PHA fiscal years that commenced on or after October 1, 2000. **Per 903.7(l)(1)(iii)**, the PHA Plan must contain a statement of the how the PHA will comply with the community service requirement, including any cooperative agreement that the PHA has entered into or plans to enter into.

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities [**24 CFR 960.601(b)**].

In administering community service requirements, the PHA must comply with all nondiscrimination and equal opportunity requirements [**24 CFR 960.605(c)(5)**].

##### B. REQUIREMENTS

Each adult resident of the PHA, who is not exempt, must [**24 CFR 960.603(a)**]:

- Contribute 8 hours per month of community service; or
- Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or
- Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs).

An individual may not skip a month and then double up the following month, unless special circumstances warrant it. The PHA will make the determination of whether to permit a deviation from the schedule.

Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify the PHA in writing within 5 business days of the circumstances becoming known. The PHA will review the request and notify the individual, in writing, of its determination within 10 business days. The PHA may require those individuals to provide documentation to support their claim.

## **Definitions**

### ***Exempt Individual [24 CFR 960.601(b)]***

An *exempt individual* is an adult who:

- Is age 62 years or older
- Is blind or disabled (**as defined under section 216[i][1] or 1614 of the Social Security Act**), and who certifies that because of this disability s/he is unable to comply with the service provisions
- Is a primary caretaker of such an individual
- Is engaged in work activities

The PHA will consider 30 hours per week as the minimum number of hours needed to qualify for a work activity exemption.

- Meets the requirements for being exempted from having to engage in a work activity under the state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program; or
- Is in a family receiving assistance under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

### ***Community Service [PH Occ GB, p.174]***

*Community service* is volunteer work which includes, but is not limited to:

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.
- Work with a nonprofit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H programs, PAL, Garden Center, community clean-up programs, beautification programs, other youth or senior organizations
- Work at the PHA to help improve physical conditions
- Work at the PHA to help with children's programs
- Work at the PHA to help with senior programs

- Helping neighborhood groups with special projects
- Working through a resident organization to help other residents with problems, serving as an officer in a resident organization, serving on the resident advisory board
- Caring for the children of other residents so they may volunteer

NOTE: Political activity is excluded for purposes of eligible community service activities.

***Economic Self-Sufficiency Program [24 CFR 5.603(b)]***

For purposes of satisfying the community service requirement, an *economic self-sufficiency program* is defined by HUD as: Any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeships (formal or informal), or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

***Work Activities [42 U.S.C. 607(d)]***

As it relates to an exemption from the community service requirement, *work activities* means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- On-the-job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)
- Job skills training directly related to employment
- Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate
- Provision of child care services to an individual who is participating in a community service program

### **Notification Requirements [24 CFR 960.605(c)(2)]**

The PHA must give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process for PHA verification of exempt status. The PHA must also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt.

The PHA will provide the family with a copy of the Community Service Policy found in Exhibit 11-1 of this chapter, at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request.

On an annual basis, at the time of lease renewal, the PHA will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt. If the family includes non-exempt individuals the notice will include a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which they may record the activities they perform and the number of hours contributed. The form will also have a place for a signature by an appropriate official, who will certify to the activities and hours completed.

### **C. DETERMINATION OF EXEMPTION STATUS AND COMPLIANCE [24 CFR 960.605(c)(3)]**

The PHA must review and verify family compliance with service requirements annually at least thirty days before the end of the twelve month lease term. The policy for documentation and verification of compliance with service requirements may be found at Section D., Documentation and Verification.

Where the lease term does not coincide with the effective date of the annual reexamination, the PHA will change the effective date of the annual reexamination to coincide with the lease term. In making this change, the PHA will ensure that the annual reexamination is conducted within 12 months of the last annual reexamination.

#### **Annual Determination**

##### ***Determination of Exemption Status***

An exempt individual is excused from the community service requirement [24 CFR 960.603(a)].

At least 60 days prior to lease renewal, the PHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or the PHA has reason to believe that an individual's exemption status has changed. For individuals who are exempt because they are 62 years of age and older, verification of exemption status will be done only at the initial examination.

Upon completion of the verification process, the PHA will notify the family of its determination in accordance with the policy in Section 11-I.B., Notification Requirements.

##### ***Determination of Compliance***

The PHA must review resident family compliance with service requirements annually at least thirty days before the end of the twelve month lease term [24 CFR 960.605(c)(3)]. As part of this

review, the PHA must verify that any family member that is not exempt from the community service requirement has met his or her service obligation.

Approximately 60 days prior to the end of the lease term, the PHA will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have 10 business days to submit the PHA required documentation form(s).

If the family fails to submit the required documentation within the required timeframe, or PHA approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued pursuant to the policies in Section 11 E., Noncompliance.

### **Change in Status Between Annual Determinations**

#### **Exempt to Non-Exempt Status**

If an exempt individual becomes non-exempt during the twelve month lease term, it is the family's responsibility to report this change to the PHA within 10 business days.

Within 10 business days of a family reporting such a change, or the PHA determining such a change is necessary, the PHA will provide written notice of the effective date of the requirement, a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which the family member may record the activities performed and number of hours contributed.

The effective date of the community service requirement will be the first of the month following 30 day notice.

#### **Non-Exempt to Exempt Status**

If a non-exempt person becomes exempt during the twelve month lease term, it is the family's responsibility to report this change to the PHA within 10 business days. Any claim of exemption will be verified by the PHA in accordance with the policy at 11 D., Documentation and Verification of Exemption Status.

Within 10 business days of a family reporting such a change, or the PHA determining such a change is necessary, the PHA will provide the family written notice that the family member is no longer subject to the community service requirement, if the PHA is able to verify the exemption.

The exemption will be effective immediately.

### **D. DOCUMENTATION AND VERIFICATION [24 CFR 960.605(c)(4)]**

The PHA must retain reasonable documentation of service requirement performance or exemption in participant files.

#### **Documentation and Verification of Exemption Status**

All family members who claim they are exempt from the community service requirement will be required to sign the community service exemption certification form found in Exhibit 11-3. The PHA will provide a completed copy to the family and will keep a copy in the tenant file.

The PHA will verify that an individual is exempt from the community service requirement by

following the verification hierarchy and documentation requirements in Chapter 7.

The PHA makes the final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with the PHA's determination, s/he can dispute the decision through the PHA's grievance procedures (see Chapter 14).

### **Documentation and Verification of Compliance**

If qualifying community service activities are administered by an organization other than the PHA, a family member who is required to fulfill a service requirement must provide certification to the PHA, signed by the organization, that the family member has performed the qualifying activities [24 CFR 960.607].

If anyone in the family is subject to the community service requirement, the PHA will provide the family with community service documentation forms at admission, at lease renewal, when a family member becomes subject to the community service requirement during the lease term, or upon request by the family.

Each individual who is subject to the requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form will also include places for signatures and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed.

Families will be required to submit the documentation to the PHA, upon request by the PHA.

If the PHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, the PHA has the right to require third-party verification.

## **E. NONCOMPLIANCE**

### **Initial Noncompliance**

The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term [24 CFR 960.603(b)].

If the tenant or another family member has violated the community service requirement, the PHA may not renew the lease upon expiration of the twelve-month term of the lease, unless the tenant and any other noncompliant family member enter into a written agreement with the PHA. Under this agreement the tenant or noncompliant family member must agree to cure the noncompliance by completing the additional hours of community service or economic self-sufficiency needed to make up the total number of hours required, over the twelve-month term of the new lease. In addition, all other members of the family who are subject to the service requirement must be currently complying with the service requirement or must no longer be residing in the unit [24 CFR 960.607(c)].

### **Notice of Initial Noncompliance [24 CFR 960.607(b)]**

If the PHA determines that there is a family member who is required to fulfill a service requirement, but who has failed to comply with this obligation (noncompliant resident), the PHA must notify the tenant of this determination.

The notice to the tenant must briefly describe the noncompliance. The notice must state that the PHA will not renew the lease at the end of the twelve-month lease term unless the tenant, and any other noncompliant resident, enter into a written agreement with the PHA to cure the noncompliance, or the family provides written assurance satisfactory to the PHA that the tenant or other noncompliant resident no longer resides in the unit.

The notice must also state that the tenant may request a grievance hearing on the PHA's determination, in accordance with the PHA's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for the PHA's nonrenewal of the lease because of the PHA's determination.

The notice of initial noncompliance will be sent at least 45 days prior to the end of the lease term.

The family will have 10 business days from the date of the notice of noncompliance to enter into a written agreement to cure the noncompliance over the 12 month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the PHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the family does not request a grievance hearing, or does not take either corrective action required by the notice of noncompliance within the required 10 business day timeframe, the PHA will terminate tenancy in accordance with the policies in Section 13-IV.D.

#### **Continued Noncompliance [24 CFR 960.607(b)]**

If, after the 12 month cure period, the family member is still not compliant, the PHA must terminate tenancy of the entire family, according to the PHA's lease, unless the family provides documentation that the noncompliant resident no longer resides in the unit.

Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice. The notice will meet the requirements for termination notices described in Section 13-IV.D, Form, Delivery, and Content of the Notice.

The family will have 10 business days from the date of the notice of non-compliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the PHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.

If the family does not request a grievance hearing, or provide such documentation within the required 10 business day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

## **PART II: IMPLEMENTATION OF COMMUNITY SERVICE**

### **A. OVERVIEW**

Each PHA must develop a policy for administration of the community service and economic self-sufficiency requirements for public housing. It is in the PHA's best interests to develop a viable, effective community service program, to provide residents the opportunity to engage in the community and to develop competencies.

#### **PHA Implementation of Community Service**

The PHA may not substitute any community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees, or replace a job at any location where residents perform activities to satisfy the service requirement [24 CFR 960.609].

The PHA will notify its insurance company if residents will be performing community service at the PHA. In addition, the PHA will ensure that the conditions under which the work is to be performed are not hazardous.

If a disabled resident certifies that s/he is able to perform community service, the PHA will ensure that requests for reasonable accommodation are handled in accordance with the policies in Chapter 2.

#### **PHA Program Design**

The PHA may administer qualifying community service or economic self-sufficiency activities directly, or may make community service activities available through a contractor, or through partnerships with qualified organizations, including resident organizations, and community agencies or institutions [24 CFR 960.605(b)].

The PHA will attempt to provide the broadest choice possible to residents as they choose community service activities.

The PHA's goal is to design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. The PHA will work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program.

The PHA will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments. To the greatest extent possible, the PHA will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

Any written agreements or partnerships with contractors and/or qualified organizations, including resident organizations, are described in the PHA Plan.

The PHA will provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

## EXHIBIT 11-1: COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

### A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the public housing lease.

### B. Definitions

**Community Service** – volunteer work which includes, but is not limited to:

- Work at a local institution, including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.
- Work with a nonprofit organization such as: Parks and Recreation, United Way, Red Cross, Volunteers of America, Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H Program, PAL, Garden Center, community clean-up programs, beautification programs, other counseling, aid, youth or senior organizations
- Work at the housing authority to help with litter control
- Work at the housing authority to help with children's programs
- Work at the housing authority to help with senior programs
- Helping neighborhood groups with special projects
- Working through a resident organization to help other residents with problems
- Serving as an officer in a resident organization
- Serving on the Resident Advisory Board
- Caring for children of other residents so they may volunteer

**NOTE:** Political activity is excluded.

**Self-Sufficiency Activities** – activities that include, but are not limited to:

- Job readiness programs
- Job training programs
- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Apprenticeships
- Budgeting and credit counseling

- Any kind of class that helps a person toward economic independence
- Student status at any school, college or vocation school

**Exempt Adult** – an adult member of the family who meets any of the following criteria:

- Is 62 years of age or older
- Is blind or a person with disabilities (as defined under section 216[i][1] or 1614 of the Social Security Act), and who certifies that because of this disability he or she is unable to comply with the service provisions, or is the primary caretaker of such an individuals
- Is working at least 30 hours per week
- Meets the requirements for being exempted from having to engage in a work activity under TANF or any other State welfare program including a State-administered welfare-to-work program
- Is a member of a family receiving assistance, benefits or services under TANF or any other State welfare program and has not been found to be in noncompliance with such program

### C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The housing authority will make the determination of whether to allow or disallow a deviation from the schedule based on a family's written request.
3. Family obligation:
  - At lease execution, all adult members (18 or older) of a public housing resident family must:
    - Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the community service requirement will result in a nonrenewal of their lease; and
    - Declare if they are exempt. If exempt, they must complete the Exemption Form (Exhibit 11-3) and provide documentation of the exemption.
  - Upon written notice from the PHA, non-exempt family members must present complete documentation of activities performed during the applicable lease term. This documentation will include places for signatures of supervisors, instructors, or counselors, certifying to the number of hours contributed.
  - If a family member is found to be noncompliant at the end of the 12-month lease term, he or she, and the head of household, will be required to sign an agreement with the housing authority to make up the deficient hours over the next twelve (12) month period, as a condition of continued occupancy.

4. Change in exempt status:

- If, during the twelve (12) month lease period, a non-exempt person becomes exempt, it is his or her responsibility to report this to the PHA and provide documentation of exempt status.
- If, during the twelve (12) month lease period, an exempt person becomes non-exempt, it is his or her responsibility to report this to the PHA. Upon receipt of this information the PHA will provide the person with the appropriate documentation form(s) and a list of agencies in the community that provide volunteer and/or training opportunities.

**D. Authority Obligation**

1. To the greatest extent possible and practicable, the PHA will:

- Provide names and contacts at agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.
- Provide in-house opportunities for volunteer work or self-sufficiency activities.

2. The PHA will provide the family with a copy of this policy, and all applicable exemption verification forms and community service documentation forms, at lease-up, lease renewal, when a family member becomes subject to the community service requirement during the lease term, and at any time upon the family's request.

3. Although exempt family members will be required to submit documentation to support their exemption, the PHA will verify the exemption status in accordance with its verification policies. The PHA will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use the PHA's grievance procedure if they disagree with the PHA's determination.

4. Noncompliance of family member:

- At least thirty (30) days prior to the end of the 12-month lease term, the PHA will begin reviewing the exempt or non-exempt status and compliance of family members;
- If, at the end of the initial 12-month lease term under which a family member is subject to the community service requirement, the PHA finds the family member to be noncompliant, the PHA will not renew the lease unless:
  - The head of household and any other noncompliant resident enter into a written agreement with the PHA, to make up the deficient hours over the next twelve (12) month period; or
  - The family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit.
- If, at the end of the next 12-month lease term, the family member is still not compliant, a 30-day notice to terminate the lease will be issued and the entire family will have to vacate, unless the family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit;

- The family may use the PHA's grievance procedure to dispute the lease termination.

All adult family members must sign and date below, certifying that they have read and received a copy of this Community Service and Self-Sufficiency Policy.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

**EXHIBIT 11-2: DEFINITION OF A PERSON WITH A DISABILITY UNDER SOCIAL SECURITY ACTS 216(i)(l) and Section 1416(excerpt) FOR PURPOSES OF EXEMPTION FROM COMMUNITY SERVICE**

**Social Security Act:**

**216(i)(1):** Except for purposes of sections 202(d), 202(e), 202(f), 223, and 225, the term “disability” means (A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or (B) blindness; and the term “blindness” means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less.

**Section 1416 (excerpt):**

SEC. 1614. [42 U.S.C. 1382c] (a)(1) For purposes of this title, the term “aged, blind, or disabled individual” means an individual who—

(A) is 65 years of age or older, is blind (as determined under paragraph (2)), or is disabled (as determined under paragraph (3)), and

(B)(i) is a resident of the United States, and is either (I) a citizen or (II) an alien lawfully admitted for permanent residence or otherwise permanently residing in the United States under color of law (including any alien who is lawfully present in the United States as a result of the application of the provisions of section 212(d)(5) of the Immigration and Nationality Act), or

(ii) is a child who is a citizen of the United States and, who is living with a parent of the child who is a member of the Armed Forces of the United States assigned to permanent duty ashore outside the United States.

(2) An individual shall be considered to be blind for purposes of this title if he has central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of the first sentence of this subsection as having a central visual acuity of 20/200 or less. An individual shall also be considered to be blind for purposes of this title if he is blind as defined under a State plan approved under title X or XVI as in effect for October 1972 and received aid under such plan (on the basis of blindness) for December 1973, so long as he is continuously blind as so defined.

(3)(A) Except as provided in subparagraph (C), an individual shall be considered to be disabled for purposes of this title if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for continuous period of not less than twelve months.

**EXHIBIT 11-3: PHA DETERMINATION OF EXEMPTION FOR COMMUNITY SERVICE**

Family: \_\_\_\_\_

Adult family member: \_\_\_\_\_

This adult family member meets the requirements for being exempted from the PHA's community service requirement for the following reason:

- 62 years of age or older. *(Documentation of age in file)*
- Is a person with disabilities and self-certifies below that he or she is unable to comply with the community service requirement. *(Documentation of HUD definition of disability in file)*

**Tenant certification:** I am a person with disabilities and am unable to comply with the community service requirement.

\_\_\_\_\_  
Signature of Family Member \_\_\_\_\_  
Date

- Is the primary caretaker of such an individual in the above category. *(Documentation in file)*
- Is working at least 30 hours per week. *(Employment verification in file)*
- Is participating in a welfare-to-work program. *(Documentation in file)*.
- Meets the requirements for being exempted from having to engage in a work activity under TANF or any other State welfare program, including a State-administered welfare-to-work program *(Documentation in file)*
- Is a member of a family receiving assistance, benefits or services under TANF or any other State welfare program and has not been found to be in noncompliance with such program. *(Documentation in file)*

\_\_\_\_\_  
Signature of Family Member \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of PHA Official \_\_\_\_\_  
Date

## CHAPTER 12

### REEXAMINATIONS

[24 CFR 5.613, 24 CFR 5.61524 CFR Part 960 Subpart C]

#### INTRODUCTION

HUD requires that the PHA offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions and allowances at least once every three years. To determine the amount of income-based rent, it is necessary for the PHA to perform a reexamination of the family's income. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but the PHA decides what other changes must be reported and the procedures for reporting them. This Chapter defines the PHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

#### A. ELIGIBILITY FOR CONTINUED OCCUPANCY

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

Qualify as a family as defined in this policy;

Are in full compliance with the obligations and responsibilities described in the dwelling lease;

Whose family members have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;

Whose family members have submitted required citizenship/eligible immigration status/noncontending documents.

#### B. ANNUAL REEXAMINATION

The terms *annual recertification* and *annual reexamination* are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

Families who choose flat rent are to be recertified every three years. For families who move in on the first of the month, the annual recertifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.)

For families who move in during the month, the annual recertifications will be completed no later

than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)

When families move to another dwelling unit:

- The annual recertification date will not change.

Each year, a criminal check is done randomly on 20% of all the adult residents in Public Housing who are being reexamined, with the full compliment being completed in a five-year period. This pertains to all Developments with the exception of the Units designated for the Elderly.

However, if there is an elderly resident in a Family Development, the elderly head of household is exempt from the Procedure, but if there are other adult members in the household, a criminal check shall be performed on those other adult members.

### **Reexamination Notice to the Family**

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 120 days in advance of the anniversary date. 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.

The notification shall explain family choice of income-based or flat rent, with an estimate of what the income-based rent would be and a statement of what the flat rent is.

- The family will indicate whether the family chooses income-based or flat rent by checking the appropriate box on the document, signing the document, and returning the document to the PHA.

### **Methodology**

If the family chooses income-based rent, or if the family has paid the flat rent for three (3) years, the PHA will use the following methodology for conducting annual recertifications:

To schedule the specific date and time of appointments in the written 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 at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

### **Collection of Information**

The PHA representative will interview the family and enter the information provided by the family on the recertification form.

### **Requirements to Attend**

The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

- The head of household and spouse
- All adult household members

If the head of household is unable to attend the interview:

- The spouse may recertify for the family, and have the head of household and all adult members come into the Management Office within 10 days to recertify and sign the necessary reexamination documents.

### **Failure to Respond to Notification to Recertify**

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to five (5) days 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

- Terminate tenancy for the family.

Exceptions to these policies may be made by the Property Manager 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 liquid and non-liquid assets
- Documentation to substantiate any deductions or allowances

- Documentation to verifying compliance with community service by all non-exempt adults

### **Verification of Information**

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than **120** days old. All verifications will be placed in the file, which has been established for the family.

- When the information has been verified, it will be analyzed to determine:
- The continued eligibility of the resident as a *family* or as the *remaining member* of a family;
- The unit size required by the family;
- The amount of rent the family should pay.

### **Changes In The Tenant Rent**

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].

### **Tenant Rent Increases**

If tenant rent increases, a thirty-day notice will be mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the second month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

### **Tenant Rent Decreases**

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the PHA.

If the tenant rent decreases and the tenant reported the change within a month prior to the annual

recertification anniversary date or between the annual recertification anniversary date and the effective date of the annual recertification, the change will be treated as an interim. The change will be effective the first of the following month that the family reported the change. If necessary, the PHA will run another HUD 50058 as an annual recertification.

### **C. REPORTING INTERIM CHANGES**

Families 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.

When there is a change in head of household or a new adult family member is added, the PHA will complete an application for continued occupancy and reverify, using the same procedures the PHA staff would use for an annual reexamination, except for effective dates of changes. In such case, the Interim Reexamination Policy would be used.

The annual reexamination date will not change as a result of this action.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the PHA of the family member being added to the lease.

#### **Interim Reexamination Policy**

##### **Increases in Income to be Reported**

Families paying flat rent are not required to report any increases in income or assets.

Families must report all increases in income/assets of all household members to the PHA in writing within ten (10) calendar days of the occurrence.

##### **Increases In Income and Rent Adjustments**

The PHA will not process rent adjustments resulting from any increase in income until the next regularly scheduled recertification, other than when a new member joins the household, or if the source of income has changed and increased. In this case, an Interim Reexamination would be performed and the rent adjusted accordingly.

Rent increases (except those due to misrepresentation) require 30 days notice.

##### **Decreases in Income and Rent Adjustments**

Residents are to report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the total tenant payment.

The PHA will process the rent adjustment unless the PHA confirms that the decrease in income will last less than 30 calendar days.

The PHA will process rent adjustments whenever there is a decrease in income through an Interim Reexamination.

**D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to:

- Fraud by a family member in connection with the welfare program; or
- Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program, where the family is sanctioned

A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:

- 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, such as:
  1. The family 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.
- Noncompliance with other welfare agency requirements.

**Definition of Covered Family:**

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

**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 benefit reduction

Imputed welfare income will be included at annual and interim reexaminations during the term of reduction of welfare benefits.

The amount of imputed welfare income will be 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 income will be reduced to zero.

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

### **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 *before* denying the family's request for rent reduction.

The PHA will rely on the welfare agency's written notice to the PHA regarding welfare sanctions.

### **Cooperation Agreements**

The PHA has a written Cooperation Agreement in place with the local welfare agency that assists the PHA in obtaining the necessary information regarding welfare sanctions.

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 throughout the community that are available to public housing residents.

The PHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

### **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 a grievance hearing.

A statement that the information received from the welfare agency cannot be disputed at the grievance hearing, and the issue to be examined at the grievance hearing will be the PHA's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

If the tenant requests a grievance hearing, the tenant is not required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

**E. OTHER INTERIM REPORTING ISSUES**

An interim reexamination will be scheduled for families with zero income every six (6) months.

Any changes reported by residents other than those listed in this Section will be noted in the file by the Staff person, but will not be processed between regularly scheduled annual recertifications.

**PHA Errors**

If the PHA makes a calculation error at admission to the program or at an annual or interim reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

**F. 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 ten working days of when the change occurs. Any information, document or signature needed from the family that is needed to verify the change must be provided within five (5) working days of the change.

An exception will be made for TANF recipients who obtain employment. In such cases, families will have to report within 30 days of receipt of the Notice of Action from TANF that shows the full adjustment for employment income.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the PHA), it will be considered untimely reporting.

**Procedures When the Change is Reported in a Timely Manner**

The PHA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

**Increases in the Tenant Rent** are effective on the first of the second month following the date the change was reported.

**Decreases in the Tenant Rent** are effective the first of the month following the month in which the change is reported.

The change will not be made until the third party verification is received.

### **Procedures when the Change is not Reported by the Tenant 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 date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and may be required to sign a Repayment Agreement.

**Decrease in Tenant Rent** will be effective on the first of the month following completion of processing by the PHA and not retroactively.

### **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 change is not processed by the PHA in a timely manner.

Therefore, an increase will be effective after the required thirty days' notice prior to 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.

## **G. REPORTING OF CHANGES IN FAMILY COMPOSITION**

The members of the family residing in the unit must be approved by the PHA. The family must inform the PHA and request approval of additional family members other than additions due to birth, adoption, marriage, court-awarded custody before the new member occupies the unit.

The PHA will not approve the addition of family members other than by birth, adoption, marriage or court-awarded custody where the occupancy standards would require a larger size unit.

All changes in family composition must be reported within ten working days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household or spouse that the member (who may be the head of household) removed is permanently absent.

The head of household must provide a statement that the head of household or spouse will notify the PHA if the removed member returns to the household for a period longer than the visitor period allowed in the lease.

### **Increase in Family Size**

The PHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

- Addition by marriage/or marital-type relation.
- Addition of a minor who is a member of the nuclear family who had been living elsewhere.
- Addition of a PHA-approved live-in attendant.
- Addition of any relation of the Head or Spouse.
- Addition due to birth, adoption or court-awarded custody.

Families who need a larger sized unit because of voluntary additions will have lower priority on the Transfer List than other families who are required to change unit size.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

### **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.

Income of persons permanently absent will not be counted. 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 in accordance with 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 tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the PHA before they move out of a unit in accordance with the lease and to give the PHA information about any family absence from the unit.

Families must notify the PHA if they are going to be absent from the unit for more than 30

consecutive days. A person with a disability may request an extension of time as an accommodation.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the PHA may:

- Conduct home visit
- Write letters to the family at the unit
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with Post Office for forwarding address
- Contact emergency contact

If the entire family is absent from the unit, without PHA permission, for more than 30 consecutive days, the unit will be considered to be vacant and the PHA will terminate tenancy.

As a reasonable accommodation for a person with a disability, the PHA may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

If the absence which resulted in termination of tenancy was due to a person's disability, and the PHA can verify that the person was unable to notify the PHA in accordance with the lease provisions regarding absences, and if a suitable unit is available, the PHA may reinstate the family as an accommodation if requested by the family

### **Absence of Any Member**

Any member of the household will be considered permanently absent if s/he is away from the unit for 180 consecutive days in a 12-month period, except as otherwise provided in this Chapter.

### **Absence due to Medical Reasons**

If any family member leaves the household to enter a facility such as 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, as long as rent and other charges remain current.

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.

### **Absence due to Incarceration**

If the sole member is incarcerated for more than 180 consecutive days, he/she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he/she is incarcerated for 180 consecutive days. The rent and other charges must remain current during this period.

The PHA will determine if the reason for incarceration is for drug-related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents.

### **Foster Care and Absences of Children**

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 six (6) months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the PHA's occupancy guidelines.

### **Absence of Adult**

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 calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

The PHA will transfer the lease to the caretaker, in the absence of a court order, if the caretaker

qualifies under the Tenant Suitability criteria and has been in the unit for more than 60 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(ren), the income of the caretaker should be counted pending a final disposition. The PHA will work with the appropriate service agencies 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 six (6) months, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

- Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

#### **Visitors (See Chapter on Leasing)**

Any adult not included on the HUD 50058 who has been in the unit more than **30** consecutive days will be considered to be living in the unit as an unauthorized household member.

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 the family's lease since prior approval was not requested for the addition.

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. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

#### **H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT**

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 is legally married; 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 unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

#### **I. CHANGES IN UNIT SIZE**

The PHA shall grant exceptions from the occupancy standards if the family requests and the PHA determines the exceptions are justified according to this policy.

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

When an approvable change in the circumstances in a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

(Reference Chapter on Occupancy Standards)

#### **J. 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.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND

The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter titled "Factors Related to Total Tenant Payment Determination"). The PHA may no longer offer temporary deferral of termination (See Chapter on "Lease Terminations").

## **CHAPTER 13**

### **LEASE TERMINATIONS**

**[24 CFR 966.4]**

#### **INTRODUCTION**

Either party in a lease agreement may terminate the lease under certain circumstances. A public housing lease is different from a private dwelling lease in that the family's rental assistance is tied to their tenancy. When the family moves from their public housing unit, they lose their rental assistance. Therefore, there are safeguards to protect the family's tenancy in public housing.

Likewise, there are safeguards to protect HUD's interest in the public housing program, to assure that qualified families are provided decent, safe, and sanitary housing which is in good repair. The PHA may terminate the lease because of the family's failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. HUD Regulations specify some reasons for which a PHA can terminate a family's lease, and give PHAs authority to determine other reasons.

The Fayette County Housing Authority may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD Regulations [24 CFR 966.4 (I)(2)], and the terms of the lease. This Chapter describes the PHA's policies for notification of lease termination and provisions of the lease.

#### **PART I. TERMINATION BY TENANT (24 CFR 966.4(k)(I)(ii) and (24 CFR 966.4(I)(1))**

The tenant may terminate the lease at any time, for any reason, by following the notification procedures as outlined in the Residential Dwelling Lease. Such notice must be in writing and delivered to the project office or the PHA administration office or sent by pre-paid, first-class, properly addressed mail.

If a family desires to move and terminate their tenancy with the PHA, they must give at least 30 calendar days advance written notice to the PHA of their intent to vacate. When a family gives less than 30 days notice due to circumstances beyond their control, the PHA, at its discretion, may waive the 30-day requirement. The notice of lease termination must be signed by the head of household, spouse, or co-head.

#### **PART II. TERMINATION BY PHA**

Termination of tenancy will be in accordance with the PHA's lease.

The residential dwelling lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements. **See Chapter on Community Service.**

**A. FAILURE TO PROVIDE CONSENT [24 CFR 960.259(a) and (b)]**

The PHA must terminate the lease if any family member fails to sign and submit any consent form that is required to be signed for any reexamination. **See Chapter 7 for Verification Documents required.**

**B. FAILURE TO DOCUMENT CITIZENSHIP [24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]**

The PHA must terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or (3) a family member, as determined by the PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

**C. FAILURE TO PROVIDE SOCIAL SECURITY DOCUMENTATION [24 CFR 5.218(c) and 24 CFR 960.259(a)(3)]**

The PHA must terminate the lease if a resident fails to provide documentation or certification required for any family member who obtains a social security number or joins the family.

**D. FAILURE TO ACCEPT PHA'S OFFER OF A LEASE REVISION [24 CFR 966.4(I)(2)(II)(E)]**

The PHA must terminate the lease if the family fails to accept the PHA's offer of a lease revision to an existing lease, provided the PHA has done the following:

- The revision is on a form adopted by the PHA in accordance with 24 CFR 966.3 pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments.
- The PHA has made written notice of the offer of the revision at least 60 calendar days before the lease revision is schedule to take effect.
- The PHA has specified in the offer a reasonable time limit within that period for acceptance by the family.

**E. METHAMPHETAMINE CONVICTION [24 CFR 966.4(I)(5)(i)(A)]**

The PHA must immediately terminate the lease if the PHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federal-assisted housing.

**F. NONCOMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS [24 CFR 966.4(I)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)(2)(ii) and (c)]**

The PHA is prohibited from renewing the lease at the end of the 12 months lease term when the family fails to comply with the Community Service Requirements as described in Chapter 16.

The lease may also be terminated by the PHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

- Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;
- Fugitive, Felon or Parole Violator. 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 that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.
- Persons subject to sex offender registration requirement. If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.
- Discovery after admission of facts that made the tenant ineligible.
- Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income.
- Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available.
- Failure to permit access to the unit by the PHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists.
- Failure to promptly inform the PHA of the birth, adoption or court-awarded custody of a child. In such case, promptly means within 10 business days of the event.
- Failure to abide by the provisions of the PHA Pet Policy.

- Failure to abide by the terms of a repayment agreement entered into with the PHA.
- Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;
- Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;
- Failure to abide by necessary and reasonable rules made by the PHA for the benefit and well being of the housing project and the Tenants;
- Failure to abide by applicable building and housing codes materially affecting health or safety;
- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;
- Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas;  
or
- The Tenant, any member of the Tenant's household, or a guest shall not engage in criminal activity, including drug-related criminal activity, *on or off* public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance **(as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802))**.

Any other person under the tenant's control shall not engage in such activity on public housing premises.

- If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, the PHA will be notified by the County Attorney's Office

that it is to bring an unlawful detainer action against that Tenant. The PHA will then commence unlawful detainer procedures to terminate the Lease.

- Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- If a household member has engaged in or threatened violent or abusive behavior toward PHA Personnel.
  1. Abusive or violent behavior towards PHA Personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
  2. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

#### **Family Absence from Unit [24 CFR 982.551(i)]**

It is reasonable that the family may be absent from the public housing unit for brief periods. However, the PHA needs a policy on how long the family may be absent from the unit. Absence in this context means that no member of the family is residing in 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 when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. In such a case promptly means 10 business days of the start of the extended absence.

If a family is absent from the public housing unit for more than 180 consecutive days, and the family does not adequately verify that they are living in the unit, the PHA will terminate the lease for other good cause.

Abandonment. If the family appears to have vacated the unit without giving proper notice, the PHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, the PHA will secure the unit immediately to prevent vandalism and other criminal activity.

#### **G. NOTIFICATION REQUIREMENTS**

The PHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. **(See Chapter on Complaints, Grievances and Hearings.)**

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household AND sent by first class mail properly addressed to tenant.

The notice shall contain a statement describing the resident's right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

### **Disclosure of Criminal Records to Family**

Before the PHA terminates the lease based on a criminal conviction record, the tenant and subject of record will be provided with a copy of the criminal record. Tenants may dispute the accuracy and relevance of that record at the grievance hearing or court hearing.

### **Timing of the Notice**

If the PHA terminates the lease, written notice will be given as follows:

At least 14 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, of five (5) calendar days, considering the seriousness of the situation [but not to exceed 30 days]:

If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or

If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or

If any member of the household has been convicted of a felony.

Thirty (30) days in all other cases.

The PHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

## Criminal Activity

The PHA will immediately terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The PHA will terminate assistance of participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a 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 six (6) months.

"Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past three (3) years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests. The family will not be eligible unless they can show evidence of successful rehabilitation.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past three (3) years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the PHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

In evaluating evidence of negative 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.

The PHA will waive the requirement regarding drug-related criminal activity if:

- The person demonstrates successful completion of a credible rehabilitation program approved by the PHA, or
- The individual involved in drug-related criminal activity is no longer in the household because the person has died or is imprisoned.
- The PHA may permit continued occupancy provided the family accepts imposed conditions that the involved family member(s) does not reside in the unit. The PHA will consider evidence that the person is no longer in the household such as a divorce

decree/incarceration/ death/ copy of a new lease for the person including the owner's telephone number and address/ or other substantiating evidence.

**D. REASONABLE ACCOMMODATION [24 CFR 966.7]**

If the family includes a person with disabilities, the PHA's decision to terminate the family's lease is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, the PHA will determine whether the behavior is related to the disability. If so, upon the family's request, the PHA will determine whether alternative measures are appropriate as a reasonable accommodation. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination.

**E. PROHIBITION AGAINST TERMINATING TENANCY OF VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [PUBLIC LAW 109-162 AND 109-271]**

The Violence against Women Reauthorization Act of 2005 (VAWA) provides that "criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy right, if the tenant or immediate family member of the tenant's family is the victim or threatened victim of the abuse." VAWA further provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating tenancy or occupancy rights of the victim of such violence.

VAWA does not limit the PHA's authority to terminate the tenancy of any tenant if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property.

**Victim Documentation**

When a tenant family is facing lease termination because of the actions of a tenant, household member, guest, or other person under the tenant's control and a tenant or immediate family member of the tenant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the PHA will require the individual to submit documentation affirming that claim.

The documentation must include two elements:

- A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking.
- One of the following:
  1. A police or court record documenting the actual or threatened abuse
  2. A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification and supporting documentation must be submitted to the PHA within 14 business days after the individual claiming victim status receives a request for such certification. The PHA, owner or manager will be aware that the delivery of the certification form to the tenant in response to an incident via mail may place the victim at risk, e.g., the abuser may monitor the mail. The PHA may require that the tenant come into the office to pick up the certification form and will work with tenants to make delivery arrangements that do not place the tenant at risk. The 14-day deadline may be extended at the PHA's discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, the PHA may proceed with assistance termination.

The PHA also reserves the right to waive these verification requirements and accept only a self-certification from the victim if the PHA deems the victim's life to be in imminent danger.

Once the victim has completed certification requirements, the PHA will continue to assist the victim and may use bifurcation as a tool to remove a perpetrator from assistance. Owners will be notified of their legal obligation to continue housing the victim, while using lease bifurcation to remove the perpetrator from the unit. The PHA will make all best efforts to work with victims of domestic violence before terminating the victim's assistance.

The Violence Against Women Act Policy is attached here to and made a part hereof.

**Nondiscrimination Limitation [24 CFR 966.4(l)(5)(vii)(F)]**

The PHA's eviction actions must be consistent with Fair Housing and Equal Opportunity provisions of 24 CFR 5.105.

**F. RECORD KEEPING**

A written record of every termination and/or eviction shall be maintained by the PHA at the development where the family was residing, and shall contain the following information:

- Name of resident, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;
- Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);
- Date and method of notifying the resident;
- Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

Records for persons whose leases were terminated for any reason will be kept by the PHA indefinitely.

**CHAPTER 14**  
**COMPLAINTS, GRIEVANCES AND APPEALS**

**[24 CFR Part 966 Subpart B]**

**INTRODUCTION**

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the Fayette County Housing Authority. This Chapter describes the policies to be used when families disagree with a PHA decision. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with the PHA's approved Grievance Procedures. The written Grievance Procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

**A. COMPLAINTS**

The PHA will respond promptly to all complaints.

Each complaint regarding physical condition of the units may be reported by phone to the Housing Administrator or Site Supervisor. Anonymous complaints are checked whenever possible. The PHA does require that complaints be put in writing.

**Complaints from families.** If a family disagrees with an action or inaction of the PHA, complaints will be referred to the Executive Director. Complaints regarding physical condition of the units may be reported by phone to the Executive Director.

**Complaints from staff.** If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the Executive Director.

**Complaints from the general public.** Complaints or referrals from persons in the community in regard to the PHA or a family will be referred to the Executive Director.

**B. APPEALS BY APPLICANTS**

Applicants who are determined ineligible, who do not meet the PHA's admission standards, or where the PHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.

Applicants must submit their request for an informal hearing in writing to the PHA within ten (10) working days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, the PHA will provide an informal hearing within ten (10) working days of receiving the request. The PHA will notify the applicant of the place, date, and time.

Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by the PHA will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within five (5) working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The Grievance Procedures for Public Housing Tenants do not apply to PHA determinations that affect applicants.

#### **C. APPEALS BY TENANTS**

Grievances or appeals concerning the obligations of the tenant or the PHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the PHA, which is in effect at the time such grievance or appeal arises.

**(See the PHA's Grievance Procedure contained in this Chapter.)**

#### **D. 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 tenant 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 the "Grievance Procedures" section of 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.

Terminate the participant.

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 assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights 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.

## **E. GRIEVANCE PROCEDURES**

### **Definitions**

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

**Complainant.** Any tenant whose grievance is presented to the PHA or at the site/management office informally or as part of the informal hearing process.

**Hearing Officer/Hearing Panel.** A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

**Tenant.** A lessee or the remaining head of household of any tenant family residing in housing accommodations owned or leased by the PHA.

**Elements of Due Process.** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required.

Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

Opportunity for the tenant to examine all relevant documents, records, and regulations of the PHA prior to the trial for the purpose of preparing a defense;

Right of the tenant to be represented by counsel;

Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

A decision on the merits of the case.

### **Applicability**

This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

Any activity criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees, or

Any violent or drug-related criminal activity *on* or *off* such premises, or

Any criminal activity that resulted in felony conviction of a household member.

### **Pre-Hearing Procedures**

#### **Informal Conference Procedures**

Any grievance shall be presented orally or in writing to the PHA office or to the housing management office that sent the notice on which the grievance is based. Written grievances must be signed by the complainant. The grievance must be presented within ten (10) working days of the action or failure to act] that is the basis for the grievance. It may be simply stated, but shall specify:

The particular grounds upon which it is based,

The action requested; and

The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

The purpose of the initial discussion is to discuss and to resolve the grievance without the necessity of a formal hearing.

Within five working days, a summary of this discussion will be given to the complainant by a PHA representative. One copy will be filed in the tenant's file.

The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

#### **Dissatisfaction with Informal Conference**

If the complainant is dissatisfied with the proposed disposition of the grievance, he/she shall submit a written request for a hearing within five (5) working days of the receipt of the summary of the informal meeting.

The request for a hearing must be presented to the PHA's central office legal department.

The request must specify the reason for the grievance request and the relief sought.

#### **Failure to Request a Formal Hearing**

If the complainant does not request a formal hearing within five (5) working days, s/he waives his/her right to a hearing, and the PHA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the PHA's disposition in an appropriate judicial proceeding.

#### **Right to a Hearing**

After exhausting the informal conference procedures outlined above, a complainant shall be entitled to a hearing before a hearing officer.

The head of household or other adult household member must attend the hearing.

If rescheduling of the hearing is necessary, the hearing must be rescheduled at least five (5) days in advance of the scheduled hearing time.

The PHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The PHA must be notified within 24 hours of the scheduled time if special accommodations are required.

#### **Selection of Hearing Officer**

A grievance hearing shall be conducted by an impartial person or persons appointed by the PHA other than the person who made or approved the PHA action under review, or a subordinate of such person.

## **Procedures to Obtain a Hearing**

### **Informal Prerequisite**

All grievances must be informally presented as a prerequisite to a formal hearing.

The hearing officer may waive the prerequisite informal conference if, and only if, the complainant can show good cause why s/he failed to proceed informally.

### **Escrow Deposit**

Before a hearing is scheduled in any grievance involving an amount of rent the PHA claims is due, except grievances concerning imputed welfare benefits or use of minimum rent, the complainant shall pay to the PHA all rent due and payable as of the month preceding the month in which the act or failure to act took place. Grievances concerning imputed welfare benefits and minimum rents are exempt from the escrow deposit requirement.

The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account each month until the complaint is resolved by decision of the hearing official or panel.

The PHA may waive these escrow requirements in extraordinary circumstances.

Unless so waived, failure to make the required escrow payments shall result in termination of the grievance procedure.

Failure to make such payments does not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in any appropriate judicial proceeding.

### **Scheduling**

If the complainant complies with the procedures outlined above, a hearing shall be scheduled by the Hearing Officer promptly within ten (10) working days at a time and place reasonably convenient to the complainant and the PHA.

A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official.

### **Hearing Procedures**

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

The opportunity to examine and to copy before the hearing, all documents, records and regulations of the PHA that are relevant to the hearing with at least a 24 hour notice to the legal department prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the PHA at the hearing.

The PHA shall also have the opportunity to examine and to copy all documents, records and statements that the family plans to submit during the hearing to refute the PHA's inaction or proposed action. Any documents not so made available to the PHA may not be relied upon at the hearing.

The right to a private hearing unless otherwise requested by the complainant.

The right to be represented by counsel or other person chosen as a representative.

The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the PHA, and to confront and cross-examine all witnesses upon whose testimony or information the PHA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the Hearing Officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant or PHA fail to appear at the scheduled hearing, the Hearing Officer may:

- make a determination that the party has waived his/her right to a hearing.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

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

The hearing shall be conducted by the Hearing Officer as follows:

**Informal:** Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;

**Formal:** The Hearing Officer shall require the PHA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing official/panel to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The PHA arranges, in advance, in writing, for a transcript or audiotape of the hearing. Any interested party may purchase a copy of such transcript.

### **Decisions of the Hearing Officer/Panel**

The Hearing Officer shall give the PHA and the complainant a written decision, including the reasons for the decision, within five (5) working days following the hearing. The PHA will place one copy in the tenant files. The written decision will be sent to the address provided at the hearing.

The decision of the Hearing Officer shall be binding on the PHA which shall take all actions necessary to carry out the decision, unless the complainant requests Board action within ten (10) working days prior to the next Board meeting. The PHA Commissioners' decision will be mailed to the complainant with ten (10) working days following the Board Meeting, and so notifies the complainant that:

The grievance does not concern the PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations which adversely affect the complainant's rights, duties, welfare or status;

The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the PHA.

A decision by the Hearing Officer or PHA Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights of the complainant to a trial or judicial review in any proceedings which may thereafter be brought in the matter.

### **Housing Authority Eviction Actions**

If a tenant has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a PHA notice of termination of tenancy, and the Hearing Officer upholds the PHA action, the PHA shall not commence an eviction action until it has served a notice to vacate on the tenant.

In no event shall the notice to vacate be issued prior to the decision of the Hearing Officer having been mailed or delivered to the complainant.

Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees.

## CHAPTER 15

### FAMILY DEBTS TO THE PHA

#### INTRODUCTION

This Chapter describes the Fayette County Housing Authority's policies for the recovery of monies that have been underpaid by families. 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 families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, 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 family or other interested parties.

When families 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
- Payment Agreements
- Collection Agencies
- Credit Bureaus
- Income Tax Set-Off Programs

#### A. PAYMENT AGREEMENT FOR FAMILIES

A Payment 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 payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

#### Late Payments

A payment will be considered to be in arrears if:

- **The payment has not been received by the close of the business day on which the payment was due. 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 Payment Agreement is in arrears, the PHA will:

- Terminate tenancy

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears:

- The family will be required to pay the balance in full prior to the unit transfer.

There are some circumstances in which the PHA will not enter into a payment agreement. They are:

- If the family already has a payment agreement in place.
- If the PHA determines that the family has committed program fraud.

### **Guidelines for Payment Agreements**

Payment agreements will be executed between the PHA and the head of household, spouse, co-head, and any other adult member of the household (18 years of age and older).

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Director of Housing Management.

No transfer will be approved until the debt is paid in full unless the transfer is the result of the following causes, and the payment agreement is current:

- Family size exceeds the maximum occupancy guidelines
- A natural disaster

### **Additional Monies Owed**

If the family has a payment agreement in place and incurs an additional debt to the PHA:

- **The PHA will not enter into more than one payment agreement at a time with the same family.**

### **B. DEBTS DUE TO FRAUD/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.

### **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 Payment Section of this Chapter.

### **Program Fraud**

**\* Families who owe money to the PHA due to program fraud will be required to repay in accordance with the guidelines in Section A of this Chapter.**

### **Payment Procedures for Program Fraud**

Families who commit program fraud will be subject to the following procedures:

- The duration of the agreement will not exceed the duration of the violation.
- The minimum monthly payment will be \$50.00.

### **C. WRITING OFF DEBTS**

Debts will be written off on a quarterly basis.

## CHAPTER 16

### **PROGRAM ADMINISTRATION, UTILITY ALLOWANCES, FLAT AND MAXIMUM RENTS, PHAS, RECORDKEEPING, REPORTING CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEVELS, AND VAWA**

#### **INTRODUCTION**

This chapter discusses administrative policies and practices that are relevant to the activities covered in this ACOP. The policies are discussed in seven parts as described below:

Part I: Setting Utility Allowances. This part describes how utility allowances are established and revised. Also discussed are the requirements to establish surcharges for excess consumption of PHA-furnished utilities.

Part II: Establishing Flat Rents and Public Housing Maximum Rents. This part describes the requirements and policies related to establishing and updating flat rent amounts and public housing maximum rents.

Part III: Public Housing Assessment System (PHAS). This part describes the PHAS indicators, how PHAs are scored under PHAS, and how those scores affect a PHA.

Part IV: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies the PHA will follow.

Part V: Reporting and Record Keeping for Children with Environmental Intervention Blood Lead Level. This part describes the PHA's reporting responsibilities related to children with environmental intervention blood lead levels that are living in public housing.

Part VI: Notification to Applicants and Tenants regarding Protections under the Violence against Women Reauthorization Act of 2005 (VAWA). This part includes policies for notifying applicants and tenants of VAWA requirements.

#### **PART I: SETTING UTILITY ALLOWANCES [24 CFR 965 Subpart E]**

##### **A. OVERVIEW**

PHAs must establish allowances for PHA-furnished utilities for all check metered utilities and for resident-purchased utilities for all utilities purchased directly by residents from a utility supplier [24 CFR 965.502(a)].

PHAs must also establish surcharges for excess consumption of PHA-furnished utilities [24 CFR 965.506].

The PHA must maintain a record that documents the basis on which utility allowances and scheduled surcharges are established and revised, and the record must be made available for inspection by residents [24 CFR 965.502(b)].

## **B. UTILITY ALLOWANCES**

The PHA must establish separate allowances for each utility and for each category of dwelling units the PHA determines to be reasonably comparable as to factors affecting utility usage [24 CFR 965.503].

The objective of a PHA in establishing utility allowances for each dwelling unit category and unit size is to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment [24 CFR 965.505].

Utilities include gas, electricity, fuel for heating, water, sewerage, and solid waste disposal for a dwelling unit. In addition, if the PHA does not furnish a range and refrigerator, the family must be granted a utility allowance for the range and refrigerator they provide [24 CFR 965.505].

Costs for telephone, cable/satellite TV, and internet services are not considered utilities [PH Occ GB, p. 138].

Utility allowance amounts will vary by the rates in effect, size and type of unit, climatic location and siting of the unit, type of construction, energy efficiency of the dwelling unit, and other factors related to the physical condition of the unit. Utility allowance amounts will also vary by residential demographic characteristics affecting home energy usage [PH Occ GB, p. 138].

Chapter 14 of the *PH Occupancy Guidebook* provides detailed guidance to the PHA about establishing utility allowances.

### **Utility Allowance Revisions [24 CFR 965.507]**

The PHA must review at least annually the basis on which utility allowances have been established and must revise the allowances if necessary in order to adhere to the standards for establishing utility allowances that are contained in 24 CFR 965.505.

The PHA may revise its allowances for resident-purchased utilities between annual reviews if there is a rate change, and is required to do so if such change, by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which the allowance was based.

Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account became effective.

## **C. SURCHARGES FOR PHA-FURNISHED UTILITIES [24 CFR 965.506]**

For dwelling units subject to allowances for PHA-furnished utilities where check meters have been installed, the PHA must establish surcharges for utility consumption in excess of the allowances. Surcharges may be computed on a straight per unit of purchase basis or for stated blocks of excess consumption, and must be based on the PHA's average utility rate. The basis for calculating the surcharges must be described in the PHA's schedule of allowances. Changes in the amount of surcharges based directly on changes in the PHA's average utility rate are not subject to the advance notice requirements discussed under 16 D.

For dwelling units served by PHA-furnished utilities where check meters have not been installed, the PHA must establish schedules of surcharges indicating additional dollar amounts residents

will be required to pay by reason of estimated utility consumption attributable to resident-owned major appliances or to optional functions of PHA-furnished equipment. The surcharge schedule must state the resident-owned equipment (or functions of PHA-furnished equipment) for which surcharges will be made and the amounts of such charges. Surcharges must be based on the cost to the PHA of the utility consumption estimated to be attributable to reasonable usage of such equipment.

#### **D. NOTICE REQUIREMENTS [965.502]**

The PHA must give notice to all residents of proposed allowances and scheduled surcharges, and revisions thereof. The notice must be given in the manner provided in the lease and must:

- Be provided at least 60 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.
- Describe the basis for determination of the allowances, scheduled surcharges, or revisions, including a statement of the specific items of equipment and function whose utility consumption requirements were included in determining the amounts of the allowances and schedule of surcharges.
- Notify residents of the place where the PHA's documentation on which allowances and surcharges are based is available for inspection.
- Provide all residents an opportunity to submit written comments during a period expiring not less than 30 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

#### **E. REASONABLE ACCOMMODATION [24 CFR 965.508]**

On request from a family that includes a disabled or elderly person, the PHA must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family [PH Occ GB, p. 172].

Likewise, residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB, p. 172].

See Chapter 2 for policies regarding the request and approval of reasonable accommodations.

A copy of the Reasonable Accommodation Policy is attached hereto and made a part hereof.

## **PART II: ESTABLISHING FLAT RENTS AND PUBLIC HOUSING MAXIMUM RENTS**

### **A. OVERVIEW**

Flat rents are designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

Public housing maximum rents are needed to prorate assistance for a mixed family. A mixed family is one whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigrations status [24 CFR 5.504].

This part discusses how the PHA establishes and updates flat rents and public housing maximum rents. Policies related to the use of flat rents, family choice of rent, flat rent hardships, and public housing maximum rents are discussed in Chapter 6.

## **B. FLAT RENTS [24 CFR 960.253(b)]**

### **Establishing Flat Rents**

Flat rents for public housing units are based on the market rent charged for comparable units in the private unassisted rental market. The flat rent should be equal to the estimated rent for which the PHA could promptly lease the public housing unit after preparation for occupancy.

The PHA must use a reasonable method to determine flat rents. In determining flat rents, PHAs must consider the following:

- Location
- Quality
- Unit size
- Unit type
- Age of property
- Amenities at the property and in immediate neighborhood
- Housing services provided
- Maintenance provided by the PHA
- Utilities provided by the PHA

### **Review of Flat Rents**

The PHA must ensure that flat rents continue to mirror market rent values [24 CFR 960.253(b)].

The PHA will review flat rents on an annual basis, and adjust them as necessary to ensure that flat rents continue to mirror market rent values.

### **Posting of Flat Rents**

The PHA will publicly post the schedule of flat rents in a conspicuous manner in the applicable PHA or project office.

### **Documentation of Flat Rents [24 CFR 960.253(b)(5)]**

The PHA must maintain records that document the method used to determine flat rents, and that show how flat rents were determined by the PHA in accordance with this method.

## **C. PUBLIC HOUSING MAXIMUM RENTS**

### **Establishing Public Housing Maximum Rents**

PHAs are prohibited from making financial assistance available to persons who are not citizens or nationals of the United States, and to those who do not have eligible immigration status [24 CFR 5.500]. Therefore, in order to assist mixed families, PHAs must prorate assistance. Public housing maximum rents are needed in order to calculate the tenant rent for a mixed family.

The public housing maximum rent is based on value of the 95th percentile of the total tenant payment (TTP) for each tenant within the PHA. PHAs may calculate a maximum rent on either a PHA- or project wide basis. A separate maximum rent can be provided for each separate project or projects may be combined into logical groups, if appropriate. HUD recommends that a single project basis be avoided for a project unless at least 50 dwelling units are involved.

PHAs may use the “direct comparison” or the “unit distribution” method for establishing the public housing maximum rents for each unit size. Appendix H, of Guidebook 7465.G, Restrictions on Assistance to Noncitizens provides detailed guidance on how to establish public housing maximum rents using the methodologies identified above.

At the present time, the PHA does not have maximum rents.

### **PART III: PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS)**

#### **A. OVERVIEW**

The purpose of the Public Housing Assessment System (PHAS) is to improve the delivery of services in public housing and enhance trust in the public housing system among PHAs, public housing residents, HUD and the general public by providing a management tool for effectively and fairly measuring the performance of a public housing agency in essential housing operations.

#### **B. PHAS INDICATORS [24 CFR 902 Subparts A, B, C, D, and E]**

The table below lists each of the PHAS indicators, the points possible under each indicator, and a brief description of each indicator. A PHA’s performance is based on a combination of all four indicators.

##### **Indicator 1: Physical condition of the PHA’s properties**

**Maximum Score: 30**

- The objective of this indicator is to determine the level to which a PHA is maintaining its public housing in accordance with the standard of decent, safe, sanitary, and in good repair.
- To determine the physical condition of a PHA’s properties, inspections are performed of the following five major areas of public housing: site, building exterior, building systems, dwelling units, and common areas. The inspections are performed by an independent inspector arranged by HUD, and include a statistically valid sample of the units in the PHA’s public housing portfolio.

##### **Indicator 2: Financial condition of a PHA**

**Maximum Score: 30**

- The objective of this indicator is to measure the financial condition of a PHA for the purpose of evaluating whether it has sufficient financial resources and is capable of managing those financial resources effectively to support the provision of housing that is decent, safe, sanitary, and in good repair.

- A PHA's financial condition is determined by measuring the PHA's entity-wide performance in each of the following components: current ratio, number of months expendable fund balance, tenant receivable outstanding, occupancy loss, expense management/utility consumption, and net income or loss divided by the expendable fund balance.

**Indicator 3: Management operations of a PHA**

**Maximum Score: 30**

- The objective of this indicator is to measure certain key management operations and responsibilities of a PHA for the purpose of assessing the PHA's management operations capabilities.
- A PHA's management operations are assessed based on the following sub-indicators: vacant unit turnaround time, capital fund, work orders, PHA annual inspection of units and systems, security, and economic self-sufficiency.

**Indicator 4: Resident service and satisfaction**

**Maximum Score: 10**

- The objective of this indicator is to measure the level of resident satisfaction with living conditions at the PHA.
- The PHA's score for this indicator is based on the results of resident surveys and the level of implementation and follow-up or corrective actions the PHA takes based on the results of the survey.

**C. PHAS SCORING [24 CFR 902.63 and 902.67]**

HUD's Real Estate Assessment Center (REAC) issues overall PHAS scores, which are based on the scores of the four PHAS indicators, and the components under each indicator. PHAS scores translate into a designation for each PHA as high performing, standard, or troubled.

A high performer is a PHA that achieves a score of at least 60 percent of the points available under each of the four indicators, and achieves an overall PHAS score of 90 or greater.

A standard performer is a PHA that has an overall PHAS score between 60 and 89, and does not achieve less than 60 percent of the total points available under one of the following Indicators: 1, 2, or 3.

A troubled performer is a PHA that achieves an overall PHAS score of less than 60, or achieves less than 60 percent of the total points available under more than one of the following indicators: 1, 2, or 3.

These designations can affect a PHA in several ways:

- High-performing PHAs are eligible for incentives including relief from specific HUD requirements and bonus points in funding competitions [24 CFR 902.71].
- PHAs that are standard performers may be required to submit an improvement plan to eliminate deficiencies in the PHA's performance [24 CFR 902.73(a)].

- PHAs with an overall rating of “troubled” are subject to additional HUD oversight, and are required to enter into a memorandum of agreement (MOA) with HUD to improve PHA performance [24 CFR 902.75].
- PHAs that fail to execute or meet MOA requirements may be referred to the Departmental Enforcement Center [24 CFR 902.77].

PHAs must post a notice of its final PHAS score and status in appropriate conspicuous and accessible locations in its offices within two weeks of receipt of its final score and status.

## **PART IV: RECORD KEEPING**

### **A. OVERVIEW**

The PHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the PHA must ensure that all applicant and participant files are maintained in a way that protects an individual’s privacy rights.

### **B. RECORD RETENTION**

During the term of each public housing tenancy, and for at least four years thereafter, the PHA will keep all documents related to a family’s eligibility, tenancy, and termination.

In addition, the PHA will keep the following records for at least four years:

An application from each ineligible family and notice that the applicant is not eligible

Lead-based paint records as required by 24 CFR 35, Subpart B

Documentation supporting the establishment of flat rents and the public housing maximum rent

Documentation supporting the establishment of utility allowances and surcharges

Documentation supporting PHAS scores

Accounts and other records supporting PHA budget and financial statements for the program

Other records as determined by the PHA or as required by HUD

If a hearing to establish a family’s citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 14 A.

### **C. RECORDS MANAGEMENT**

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

All applicant and participant information will be kept in a secure location and access will be limited to authorized PHA staff.

PHA staff will not discuss personal family information 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.

#### **Privacy Act Requirements [24 CFR 5.212 and Form-9886]**

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the PHA may release the information collected.

#### **Upfront Income Verification (UIV) Records**

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) System are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification (UIV) Data*.

#### **Criminal Records**

The PHA may only disclose the criminal conviction records which the PHA receives from a law enforcement agency to officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The PHA must establish and implement a system of records management that ensures that any criminal record received by the PHA 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 PHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The PHA must establish and implement a system of records management that ensures that any sex offender registration information received by the PHA from a State or local 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 PHA action without institution of a challenge or final disposition of any such litigation. This requirement does not apply to information that is public information, or is obtained by a PHA other than under 24 CFR 5.905

## **Medical/Disability Records**

PHAs are not permitted to inquire about the nature or extent of a person's disability. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA should not place this information in the tenant file. The PHA should destroy the document.

## **PART V: REPORTING REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL**

### **A. REPORTING REQUIREMENTS [24 CFR 35.1130(e)]**

The PHA has certain responsibilities relative to children with environmental intervention blood lead levels that are living in public housing.

The PHA must report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within 5 business days of being so notified by any other medical health care professional. The PHA must also report each known case of a child with an environmental intervention blood lead level to the HUD field office.

The PHA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level.

The PHA will provide written notice of each known case of a child with an environmental intervention blood level to the HUD field office within 5 business days of receiving the information.

## **PART VI: NOTIFICATION TO APPLICANTS AND TENANTS REGARDING PROTECTIONS UNDER THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2005 (VAWA)**

### **A. NOTIFICATION TO APPLICANTS**

The PHA will provide all applicants with notification of their protections and rights under VAWA at the time they request an application for housing assistance.

The notice will explain the protections afforded under the law, inform each applicant of PHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

The PHA will also include in all notices of denial a statement explaining the protection against denial provided by VAWA (see section 3 F).

### **B. NOTIFICATION TO TENANTS [Pub.L. 109-162]**

VAWA requires PHAs to notify tenants assisted under public housing of their rights under this law, including their right to confidentiality and the limits thereof.

The PHA will provide all tenants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination.

The notice will explain the protections afforded under the law, inform the tenant of PHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

The PHA will also include in all lease termination notices a statement explaining the protection against termination or eviction provided by VAWA (see Section 13 D).

## **GLOSSARY**

### **I. TERMS USED IN DETERMINING RENT**

#### **ANNUAL INCOME (24 CFR 5.609)**

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

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

The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

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

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.

All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b)(6) contains rules applicable to "as-paid" States).

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

All regular pay, special pay and allowances of a member of the Armed Forces (except

special pay to a family member serving the Armed Forces who is exposed to hostile fire).

## **EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)**

Annual income does not include the following:

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

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

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

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

Income of a live-in aide, provided the person meets the definition of a live-in aide.

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

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

Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers for the duration of the training.

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

Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.

Amount received as a Resident services stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as the resident member of the PHA governing Board. No resident may receive more than one such stipend during the same period of time.

Incremental earnings and benefits resulting to any family member from participation in

qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

Temporary, non-recurring, or sporadic income (including gifts).

Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)

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

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

The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

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

Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the

developmentally disabled family member at home.

Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.

The following benefits are excluded by other Federal Statute as of August 3, 1933:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

VISTA

Peace Corps

Service Learning Program

Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]

Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]

Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]

Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b))

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).

The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.

Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)

Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32 )(j).

Living allowances under Americorps Program (Nelson Diaz Memo to George Latimer 11/15/94)

## **ADJUSTED INCOME**

Annual income, less allowable HUD deductions.

All Families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is

computed. Child care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

Dependent Deduction. An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

Handicapped Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit use by the handicapped or disabled family member.

For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For Elderly and Disabled Families Only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.

Elderly/Disabled Household Exemption: An exemption of \$400 per household.

## II. GLOSSARY OF HOUSING TERMS

**ACCESSIBLE DWELLING UNITS.** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

**ACCESSIBLE FACILITY.** All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

**ACCESSIBLE ROUTE.** For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

**ADAPTABILITY.** Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

**ADMISSION.** Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

**ALLOCATION PLAN.** The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

**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.

**"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.)

**AUXILIARY AIDS.** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

**CEILING RENT.** An amount that reflects the reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. The family pays the lower of the ceiling rent or the formula tenant rent.

**CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A co-head never qualifies as a dependent.

**COVERED FAMILIES.** The statutory term "covered families" designates the universe of families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. "Covered families" means families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

**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 older.

**DESIGNATED FAMILY.** The category of family for whom the PHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

**DISABILITY ASSISTANCE EXPENSE.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**DISABLED FAMILY.** A family whose head, spouse, or sole member is a person with disabilities. A disabled family may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides

**DISABLED PERSON.** See Person with Disabilities.

**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.

**DISALLOWANCE.** Exclusion from annual income.

**DISPLACED FAMILY.** A family in which each member, or whose sole member, is 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.

**DOMICILE.** The legal residence of the household head or spouse as determined in accordance

with State and local law.

**DRUG-RELATED CRIMINAL ACTIVITY.** Term means:

Drug-trafficking; or

Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**ECONOMIC SELF-SUFFICIENCY PROGRAM.** Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as: substance abuse or mental health treatment. Economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). See the definition of work activities at Sec. 5.603(c). The new definition of the term "economic self-sufficiency program" is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents to participate in an economic self-sufficiency program or other eligible activities.

**ELDERLY FAMILY.** A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with one or more live-in aides.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBLE FAMILY (Family).** A family is defined by the PHA in the Admission and Continued Occupancy Plan.

**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 are 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, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**FAMILY.** The applicant must qualify as a family as defined by the PHA.

**FAMILY OF VETERAN OR SERVICEPERSON.** A family is a "family of veteran or serviceperson" when:

The veteran or serviceperson (a) is either the head of household or is 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 serviceperson, 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 SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FLAT RENT.** Rent for a public housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the PHA could lease the public housing unit after preparation for occupancy.

**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 attending school or vocational training on a full-time basis.

**HANDICAPPED ASSISTANCE EXPENSES.** Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped family member) to work.

**HANDICAPPED PERSON.** [Referred to as a Person with a Disability]. A person having a physical or mental impairment which 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 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 "PHA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PLAN.** 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. 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 Public Housing and Section 8 programs.

**HUD.** The Department of Housing and Urban Development or its designee.

**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.

**HURRA.** The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate times the total cash value of assets, when assets exceed \$5,000.

**IMPUTED WELFARE INCOME.** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income.

**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME-BASED RENT.** The tenant rent paid to the PHA that is based on family income and the PHA rental policies. The PHA uses a percentage of family income or some other reasonable system to set income-based rents. The PHA has broad flexibility in deciding how to set income-based rent for its tenants. However, the income-based tenant rent plus the PHA's allowance for tenant paid utilities may not exceed the "total tenant payment" as determined by a statutory formula.

**INCOME FOR ELIGIBILITY.** Annual Income.

**INCOME TARGETING.** The HUD admissions requirement that PHAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

**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.

**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.

**INVOLUNTARILY DISPLACED PERSON.** Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

**LANDLORD.** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

**LEASE.** A written agreement between an owner and an eligible family for the leasing of a housing unit.

**LIVE-IN AIDE.** A person who resides with an elderly person 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 date and time of application.

**LOW-INCOME FAMILY.** This definition replaces a previous statutory reference. Generally, "low-income" designates a family whose income does not exceed 80 percent of area median income, with certain adjustments.

**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 an 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 anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

**MINIMUM RENT.** An amount established by the PHA between zero and \$50.00.

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

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances.

**MONTHLY INCOME.** 1/12 of the Annual Income before allowances.

**NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

**NET FAMILY ASSETS.** The net cash 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.

**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.

**PARTICIPANT.** A family that has been admitted to the PHA program, and is currently assisted in the program.

**PERSON WITH DISABILITIES.**

1. A person who has a disability, as defined in 42 U. S. C. 423, and is determined, under HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
2. A person who has a developmental disability as defined in 42 U.S.C. 6001.
3. An "individual with handicaps", as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities

4. Does not exclude persons who have AIDS or conditions arising from AIDS
5. Does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes)

**PREMISES.** The building or complex in which the dwelling unit is located including common areas and grounds.

**PREVIOUSLY UNEMPLOYED.** includes a person who 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.

**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).** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "PHA" mean the same thing.)

**QUALIFIED FAMILY.** A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits & services such as one time payments, wage subsidies & transportation assistance, as long as the total amount over a 6-month period is at least \$500.

**QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998.** The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

**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 no interim changes are reported by the family.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RESIDENCY PREFERENCE.** A local preference for admission of persons who reside in a specified geographic area.

**RESPONSIBLE ENTITY.** For the public housing, 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 collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

**SERVICEPERSON.** 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 who is not disabled, elderly, or displaced, or the remaining member of a tenant family.

**SPECIFIED WELFARE BENEFIT REDUCTION.** Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**SPOUSE.** The marriage partner 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 STANDARDS.** Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**TENANT.** (Synonymous with resident) The person or persons who executes the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to the PHA.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**UNIT/HOUSING UNIT.** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

**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.** The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

**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 LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this meant a lower-income family which included eight or more minors. (Term no longer used)

**VERY LOW INCOME FAMILY.** A Low-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.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**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.

**WAITING LIST.** A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

**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. **"Welfare assistance" means income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs.** The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. **For FSS purposes, the following do not constitute welfare assistance: food stamps; emergency rental and utilities assistance; and SSI, SSDI, and Social Security.**

### **III. 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.

**PHA.** A housing authority- either a public housing agency or an Indian housing authority or both.

**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 who operates Public Housing.

**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.

## PROGRAM INTEGRITY ADDENDUM

### INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) conservatively estimates that 600 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families either are totally ineligible or are receiving benefits that exceed their legal entitlement. The PHA is committed to assure that the proper level of benefits is paid to all tenants and that housing resources reach only income-eligible families so that program integrity can be maintained.

The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the PHA's policies for the prevention, detection, and investigation of program abuse and tenant fraud.

#### **A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

Under no circumstances will the PHA undertake an inquiry or an audit of a tenant family arbitrarily. The PHA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, 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, the community, and eligible families in need of housing assistance to monitor tenants for compliance with their lease obligations and, when indicators of possible abuse come to the PHA's attention, to investigate such claims.

The PHA will initiate an investigation of a tenant 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 tenant family is in noncompliance with or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.

Internal File Review. A follow-up will be made if PHA staff discovers (as a function of a [re]certification, an interim redetermination, 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 or Documentation. A follow-up will be made if the PHA receives independent verification or documentation that conflicts with representations in the tenant 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 management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

Things You Should Know (HUD-1140-OIG). This program integrity bulletin (created by HUD's inspector general) will be furnished and explained to all applicants to promote 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 site manager for all prospective tenants either prior to or upon execution of the lease. At the conclusion of all program orientation sessions, the family representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. The PHA will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and Explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

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.

Tenant Certification. All family representatives will be required to sign a tenant certification form.

**C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The PHA staff will maintain a high level of alertness 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, each tenant file will be reviewed. At a minimum, such reviews shall examine:

Changes in reported Social Security numbers or dates of birth

Authenticity of file documents

Ratio between reported income and expenditures

Consistency of signatures with previously signed file documents

Observation. The PHA management and occupancy staff (to include maintenance personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins. These 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 annually in order to detect unreported wages or unemployment compensation benefits.

Credit Bureau Inquiries. Credit bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

- At the time of initial application.

### **THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

The PHA staff will encourage all tenant families to report suspected abuse to the Property Manager. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up. The Property Manager will not follow up on allegations that are vague or otherwise nonspecific. They will only review allegations that contain one or more independently verifiable fact(s).

File Review. An internal file review will be conducted to determine whether the subject of the allegation is a tenant of the PHA and, if so, whether the information reported has been previously disclosed by the family. The PHA will then determine whether it is the most appropriate authority to do a follow-up (as compared to 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 are facts contained in the allegation that conflict with file data and that are independently verifiable, the Property Manager will initiate an investigation to determine if the allegation is true or false.

### **E. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If the PHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the executive director to monitor program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a credit bureau inquiry may be made to determine whether the financial activity of a family conflicts with the family's reported income.

Verification of Credit. In cases where the financial activity conflicts with file data, a verification of credit form may be mailed to the creditor to determine the source of unreported income.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review may be interviewed.

Other Agencies. Investigators, caseworkers, or representatives of other benefit agencies may be contacted.

Public Records. The PHA will review any relevant public records kept in a jurisdictional courthouse. Examples of public records that may be checked are real estate records, marriage and divorce records, uniform commercial code financing statements, voter registration rolls, 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 members by scheduling appointments at the appropriate 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, accusations, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

#### **F. PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS OBTAINED BY THE PHA**

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will be kept either in the tenant file or in a separate "work file." In either case, the tenant file or work file will be kept in a locked file cabinet. Such cases under review will be discussed only among PHA staff who are involved in the process or have information that may assist in the investigation.

#### **G. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the executive director or designee. It will then be determined whether the facts are conclusive and, if so, whether a violation has or has not occurred.

#### **H. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

What type of violation has occurred (procedural noncompliance or fraud)

Whether the violation was intentional or unintentional

What amount of money (if any) is owed by the tenant

Whether the family is eligible for continued occupancy

**I. ACTION PROCEDURES FOR VIOLATIONS THAT 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.

**Procedural Noncompliance**

This category applies when the tenant "fails to" observe a procedure or requirement of the PHA but does not misrepresent a material fact and there is no retroactive rent owed by the family. Examples of noncompliance violations are:

Failure to appear at a prescheduled appointment

Failure to return verification in the time period specified by the PHA

Warning Notice to the Family. In such cases a notice containing the following will be sent to the family:

- A description of the noncompliance and the procedure, policy, or obligation that was violated
- The action that will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA

**Procedural Noncompliance - Retroactive Rent**

When the tenant owes money to the PHA for failure to report changes in income or assets, the PHA will issue a notice of underpaid rent. This notice will contain the following:

A description of the violation and the date(s)

Any amounts owed to the PHA

The number of days within which a response must be received

Acknowledgment of the tenant's right to disagree and to request an informal hearing, along with instructions for requesting such a hearing

Tenant Fails to Comply with PHA's Notice. If the tenant fails to comply with the PHA's notice and a material provision of the lease has been violated, the PHA will initiate termination of tenancy.

Tenant Complies with PHA's Notice. When a tenant complies with the PHA's notice the staff person responsible will meet with him/her to explain and discuss the obligation or lease provision that was violated. The staff person will complete a tenant counseling report, give one copy to the family, and retain a copy in the tenant file.

### **Intentional Misrepresentations**

When a tenant falsifies, misstates, omits, or otherwise misrepresents a material fact that results (or would result) in an underpayment of rent by the tenant, the PHA will evaluate whether or not:

The tenant had knowledge that his/her actions were wrong

The tenant willfully violated the lease or the law

Knowledge. This will be evaluated by determining whether the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certifications, the briefing certificate, and the personal declaration are adequate to establish knowledge of wrongdoing.

Willful Intent. Any of the following circumstances will be considered adequate to demonstrate willful intent:

An admission by the tenant of the misrepresentation

Repetition of the misrepresentation

Use of a false name or Social Security number

Admissions of the illegal action or omission by the tenant to others.

Omission of material facts known to the tenant (e.g., employment of the tenant or other household member)

Falsification, forgery, or altering of documents

Uttering and certifying to statements at a rent (re)determination that are later independently verified to be false

### **The Tenant Conference for Serious Violations and Misrepresentations**

When the PHA has established that a material misrepresentation has occurred, a tenant conference will be scheduled with the family representative and the PHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the PHA. The purpose of such a conference is to review the information and evidence obtained by the PHA with the tenant and to give the tenant an opportunity to explain any document findings that conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by the PHA. The tenant will be given ten (10) days to furnish any mitigating evidence.

A secondary purpose of the tenant conference is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:

The duration of the violation

The number of false statements

The tenant's ability to understand the rules

The tenant's willingness to cooperate and to accept responsibility for his/her actions

The amount of money involved

The tenant's history

The presence or absence of criminal intent

### **Dispositions of Cases Involving Misrepresentations**

In all cases of misrepresentations 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:

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 local state or district attorney, notify HUD's regional inspector general for investigation (RIGI), and terminate rental assistance.

Administrative Remedies. The PHA may:

Terminate tenancy and demand restitution in full

### **Notification to Tenant of Proposed Action**

The PHA will notify the tenant of the proposed action by certified mail no later than five (5) days after the tenant conference.

**FAYETTE COUNTY HOUSING AUTHORITY**

**REASONABLE ACCOMMODATIONS POLICY**

**AND PROCEDURES**

**PUBLIC HOUSING PROGRAM**

**FAYETTE COUNTY HOUSING AUTHORITY  
REASONABLE ACCOMMODATIONS  
POLICY AND PROCEDURES**

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**FAYETTE COUNTY HOUSING AUTHORITY  
REASONABLE ACCOMMODATIONS POLICY  
AND PROCEDURES  
IN PUBLIC HOUSING**

**INTRODUCTION**

The Reasonable Accommodation Policy and Procedures, comprised of Part A and Part B, sets forth the Policy and Procedures of the Fayette County Housing Authority in connection with making reasonable accommodations for qualified applicants or residents with disabilities for participation in the Fayette County Housing Authority's Public Housing Program and activities. A copy of this Reasonable Accommodation Policy and Procedures is posted in the Tenant Selection Department of the Housing Authority, located at 624 Pittsburgh Road, Uniontown, PA, and at each Management Office at each Public Housing Development. Additionally, a copy of the Reasonable Accommodation Policy and Implementation Procedures may be obtained upon request from the Administration Office of the Housing Authority, also located at 624 Pittsburgh Road, Uniontown, PA.

**PART A. POLICY**

**SECTION 1. DEFINITIONS.**

- 1.1 The term "ADA" shall mean the Americans with Disabilities Act.
- 1.2 The term "FHA" shall mean the Fair Housing Act of 1968.
- 1.3 The term "FCHA" shall mean the Fayette County Housing Authority.
- 1.4 The phrase "individual with disabilities" shall have the same meaning as the term "individual with handicaps" under 24 CFR 8.3, as follows:

24 CFR 8.3 Definitions:

"Individual with handicaps" means any person who have a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

- 1.5 The term "Policy" shall mean Part A of the Reasonable Accommodation Policy and Procedure, as adopted by the Board of Directors of the Fayette County Housing Authority, as may be amended.

1.6 The term “Procedures” shall mean Part B of the Reasonable Accommodation Policy and Procedure, as may be revised from time to time.

1.7 The term “reasonable accommodation” means a modification or change in rules, policies, practices, or services, that will provide the opportunity to participate in Fayette County Housing Authority’s programs and services to meet the Housing Authority’s essential requirements of tenancy to an otherwise eligible individual with a disability.

## **SECTION 2. POLICY STATEMENT.**

The Fayette County Housing Authority is committed to ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of the Housing Authority’s housing services or programs, solely on the basis of such disabilities. Therefore, if an individual with a disability requires an accommodation, such as an accessible feature or modification to their housing unit, the Housing Authority will provide such accommodation, unless doing so would result in a fundamental alteration in the nature of the program or an undue financial or administrative burden. In such a case, the Housing Authority will provide another accommodation that would not result in a financial or administrative burden.

## **SECTION 3. PURPOSE.**

This Policy is intended to:

- Communicate the Fayette County Housing Authority’s position regarding reasonable accommodations for person with disabilities in connection with the Housing Authority’s housing programs, services, and policies;
- Establish a procedural guide for implementing such Policy; and
- Comply with applicable Federal, State, and Local Laws to ensure accessibility for persons with disabilities to housing programs, benefits, and services administered by the Fayette County Housing Authority.

## **SECTION 4. AUTHORITY.**

The requirements of this Policy are based upon the following statutes or regulations:

- Section 504 of the Rehabilitation Act of 1973, as amended (“Section 504”) prohibits discrimination on the basis of disability status and states that:

**“No qualified individual with handicaps shall, solely on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that received Federal Financial Assistance from the Department.”**

- The Fair Housing Act (“FHA”) prohibits discrimination in the sale, rental and financing of dwellings. The FHA requires reasonable accommodations in rules, policies, practices, services and reasonable modifications to dwelling units and public common areas;
- Title II of the Americans With Disabilities Act (“ADA”), prohibits discrimination on the basis of disability status by public entities. Except as provided in 35.102(b) of 28 CFR Part 35, the ADA applies to all services, programs and activities provided or made available by public entities (State and Local Government); and
- Part 8, of Code of Federal Regulations, Title 24, Housing and Urban Development, entitled Non-Discrimination Based On Handicap In Federally Assisted Programs and Activities of the Department of Housing and Urban Development applies to recipients of federal funds and Implements the requirements of the Rehabilitation Act.

## **SECTION 5. MONITORING AND ENFORCEMENT.**

Ms. Lora Beth DiDominic, Section 504 Coordinator of the Fayette County Housing Authority, is responsible for monitoring compliance with, and enforcing the requirements under this Policy. Questions regarding this Policy, its interpretation or implementation should be made by contact Ms. DiDominic, in writing, or in person by appointment, at 624 Pittsburgh Road, Uniontown, Pennsylvania 15401, or by calling her at 724-434-2115. Any requests involving alterations to housing units will be reviewed and approved by Mr. Andre Walters, Director of Technical Services. For Public Housing Applicants, you may either contact Ms. DiDominic or the Tenant Selection Department at 624 Pittsburgh Road, Uniontown, Pennsylvania 15401, or by calling the Office at 724-434-2118. If you are a Public Housing Tenant, any questions regarding this Policy should be directed either to Ms. DiDominic or to your Housing Administrator or Site Supervisor at their respective office.

## **SECTION 6. GENERAL PRINCIPLES FOR PROVIDING REASONABLE ACCOMMODATIONS.**

Listed below are the general principles which provide a foundation for the Policy and

which the Fayette County Housing Authority's Staff should apply when responding to requests for reasonable accommodations within all of its Housing Programs:

- It is presumed that the individual with a disability is usually knowledgeable of the appropriate types of, and methods of providing, reasonable accommodations needed when making a request. However, the Fayette County Housing Authority reserves the right to investigate and offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation.
- The procedure for evaluation and responding to requests for a reasonable accommodation relies on a cooperative relationship between the Fayette County Housing Authority and the applicant/resident. The process is not adversarial.
- The Fayette County Housing Authority shall inform all applicants and residents of alternative forms of communication. The Request Form is designed to assist our applicants/residents. If an applicant/resident does not, or cannot use the Request Form, the Housing Authority will still respond to the request for an accommodation. The applicant/resident may also request assistance with the Request Form or such applicant/resident may request that the Request Form be provided in an equally effective format or means of communication.

**EXAMPLE(S): Some examples of alternative equally effective forms of communication include the following: Qualified interpreters, printed material, telecommunication devices for deaf persons (TDD's), or other aurally delivered materials available to persons with hearing impairments. Qualified readers, taped texts, audio recordings, Brailled materials, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.**

- In accordance with Procedure 3 (below), the Fayette County Housing Authority will grant the request for a reasonable accommodation only to the extent that an undue financial and administrative burden is not created thereby.
- All written documents required by or as a result of this Policy must contain plain language and be in appropriate alternative formats in order to communicate information and decisions to the person requesting the accommodation.
- Any required meetings with a person with a disability will be held in an accessible location.

## **SECTION 7. AMENDMENT.**

- This Policy may be amended only by Resolution of the Board of Directors of the Fayette County Housing Authority.
- The Procedures may be amended within the Scope of the Policy by the Executive Director of the Fayette County Housing Authority.
- Any Amendment to the Policy or Procedures shall be consistent with all applicable laws and regulations.

### **SECTION 8. STAFF TRAINING.**

Training Sessions will be held at least annually concerning the Policy and the Procedures and all applicable, Federal, State, and Local Requirements regarding reasonable accommodations.

### **PART B. PROCEDURES.**

#### **PROCEDURE #1 – COMMUNICATION WITH APPLICANTS AND RESIDENTS.**

1. At the time of application and upon annual reexamination, all applicants and tenants must be provided with the Request for Reasonable Accommodation Form (the “Request Form”), a copy of which is attached hereto as Attachment 1), or, upon the applicant/tenant’s request, the Request Form must be provided in an equally effective format.
2. Any Public Housing Resident seeking accommodation should contact either the Section 504 Coordinator or the Housing Administrator or Site Supervisor located at their Housing Development.
3. The Housing Administrators or Site Supervisors are responsible for informing all residents that a request may be submitted for reasonable accommodations for an individual with a disability. All residents will be provided the Request Form when requesting reasonable accommodation. However, a resident may submit the request in writing, orally, or use another equally effective means of communication to request the accommodation. Upon receiving the request, the Housing Administrator or Site Supervisor will contact the Section 504 Coordinator to discuss the request, and shall respond to the request within twenty (20) business days. (The term “business days” shall respond to the request within twenty (20) business days. (The term “business days” shall mean Monday through Friday of each week, excluding Saturday, Sunday, and Holidays observed by the Housing Authority.) If additional Information or documentation is required, a written request should be issued to the

resident using the Request For Information or Verification Form (“Request for Information”), a copy of which is attached hereto as Attachment 2.

4. The Fayette County Housing Authority will maintain at its Tenant Selection Office, Management Offices, and Administrative Offices any written materials, which summarizes this Policy and highlights the procedures for making a request for reasonable accommodations.

## **PROCEDURE #2 – SEQUENCE FOR MAKING DECISIONS**

When a Request for Reasonable Accommodation is received, the Section 504 Coordinator will determine if the applicant/resident is a qualified “individual with a disability”, if the requested accommodation is related to the disability, and if the requested accommodation is reasonable.

If it is determined that the Request for Reasonable Accommodation will be approved, a written description of the accommodation will be prepared and included in the Letter Approving the Request for Reasonable Accommodations.

If it is determined that the Request for Reasonable Accommodation will not be approved, the Housing Authority will submit the denial using the Letter Denying the Request for Reasonable Accommodations, which will outline a tenant/applicant’s right to request an Informal Hearing to dispute the decision.

If more information is needed, the applicant/resident will either be notified that a meeting is necessary using the Request for Meeting Letter.

Copies of all letters are attached hereto and made a part hereof.

## **PROCEDURE #3 – GUIDELINES FOR DETERMINING REASONABLENESS**

1. The Section 504 Coordinator will consider all requests for providing reasonable accommodations for an individual with a disability. However, the Section 504 Coordinator may require the individual with a disability to provide further information to demonstrate the need for the requested accommodation to enable access to and use of the Housing Program. Additionally, the Section 504 Coordinator may offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation.
2. Requests for reasonable accommodations will be considered on a case-by-case basis. Decisions regarding reasonable accommodations will be made in compliance with all applicable accessibility laws and requirements. Additionally, in those circumstances where the Section 504 Coordinator deems that a proposed reasonable

accommodation would fundamentally alter the service, program, or activity, or would result in undue financial and administrative burdens, the Section 504 Coordinator has the burden of proving such results.

3. The responsibility for the decision that a proposed reasonable accommodation would result in such alteration or burdens shall rest with the Executive Director or his Designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If any action would result in such an alteration or such burden, the Section 504 Coordinator shall propose any other action that will not result in or require an alteration or burden. Should the Housing Authority choose to offer an alternative option, whether as a way to address an undue financial or administrative burden, or as a more efficient way to provide similar results, the tenant/applicant can negotiate with the Housing Authority to reach a different, mutually acceptable offer. If a solution is accepted and provided and it is found not to meet the needs or expectations of the tenant/applicant, further accommodations or modifications may be required.
  
4. Live-In Aides: In some cases, an individual with a disability may require a live-in aide. In accordance with the provisions of the Residential Dwelling Lease, the Fayette County Housing Authority may permit a live-in to reside in the dwelling unit to assist an individual with a disability. A live-in aide means a person (a) determined to be essential to the care and well being of the family member with a disability; (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the supportive services. A live-in aide would not be required to share a bedroom with another member of the household (**See 24 CFR 966.4(d)(3)**). Prior to granting permission, the live-in aide must submit to a credit check to identify any outstanding debt owed the Housing Authority or any other Federally Funded Program, and a criminal background check in accordance with the Housing Authority's Policies and Procedures. Additionally, medical verification of the need for a live-in aide is required, and the following factors will be considered by the Housing Authority in determining whether to approve a live-in aide:
  - a. whether the addition of a new occupant would create a situation of overcrowding in the dwelling unit, thereby requiring a transfer to another dwelling unit;
  - b. the availability of an appropriate dwelling unit; and/or
  - c. Fayette County Housing Authority's obligation to make reasonable

accommodation for persons with disabilities.

4. Verification. The Fayette County Housing Authority may verify a person's disability only to the extent necessary to ensure that applicants are qualified for the housing for which they are applying; that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a reasonable accommodation have a need for the requested accommodation. The Housing Authority may not require applicants to provide access to confidential medical records in order to verify a disability nor may the Housing Authority require specific details of the nature of the disability. The Housing Authority may require documentation of the manifestation of the disability that causes a need for a specific accommodation or accessible unit. The verification shall be provided by a physician or health care provider or a reliable third party who is in a position to know about the individual's disability. The Housing Authority may not ask what the specific disability is.

**FAYETTE COUNTY HOUSING AUTHORITY  
REASONABLE ACCOMMODATIONS POLICY AND  
PROCEDURES**

**ATTACHMENTS TO PROCEDURES**

**ATTACHMENT 1: Request for a Reasonable Accommodation**

**ATTACHMENT 2: Request for Information or Verification**

**ATTACHMENT 3: Letter Denying Request for Reasonable  
Accommodation**

**ATTACHMENT 4: Letter Approving Request for Reasonable  
Accommodation**

**ATTACHMENT 5: Request for Meeting**

**FAYETTE COUNTY HOUSING AUTHORITY  
NOTICE OF RIGHT TO REASONABLE ACCOMMODATION**

**If you or any family member have a disability, and as a result of your disability, you need:**

- **A change in the Rules or Policies to give you an equal opportunity to use the facilities or participate in Housing Programs of the Fayette County Housing Authority; or**
- **A change in the way we communicate with you or give you information,**

**you may ask for this kind of change, which is called a reasonable accommodation.**

**If you can show that you have a disability, and if your request is reasonable (does not pose “an undue financial or administrative burden”), we will try to grant your request.**

**We will give you an answer within twenty (20) business days, unless there is a problem getting the information we need, or unless you agree to a longer time. We will let you know if we need more information or verification from you, or if we would like to talk to you about other ways to meet your needs.**

**If we deny your request, we will explain the reasons, and you can give us more information if you think that will help. If you disagree with our decision, you have the right to request an informal hearing, in writing, within ten (10) days of receipt of our answer.**

**If you need help filling out a Reasonable Accommodation Request Form, or if you want to give us your request in some other way, we can help you.**

**Attached is the Reasonable Accommodation Request Form. You can get additional forms at the Administrative Office of the Housing Authority, or from your Housing Administration or Site Supervisor.**

**All information you provide us will be kept confidential and only be used to help you have an equal opportunity to participate in our Housing Programs.**

**If you have any questions, please contact Lora Beth DiDominic, 504 Coordinator, at 724-434-2115.**

\_\_\_\_\_  
**Applicant/Resident/Participant Signature**

\_\_\_\_\_  
**Date**

**FAYETTE COUNTY HOUSING AUTHORITY  
REQUEST FOR A REASONABLE ACCOMMODATION**

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Currently, I am:**

\_\_\_\_\_ **A Public Housing Applicant on the Waiting List**

\_\_\_\_\_ **A Public Housing Resident**

**The following member of my household has a disability that qualifies under HUD Rules (a mental or physical impairment that substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment).**

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**As a result of his/her disability, the following change(s) are necessary so he/she can have the opportunity to equally participate in the Housing Programs of the Fayette County Housing Authority:**

\_\_\_\_\_  
\_\_\_\_\_

**You may verify the disability and the need for this request by contacting the following health care or other professional:**

**Name & Title:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**I give you permission to contact the above individual for purposes of verifying that I, or a family member, have a disability and need the reasonable accommodation requested above. I understand that the information you obtain will be kept completely confidential and used solely to determine whether or not you will provide the accommodation.**

\_\_\_\_\_  
**(Signature of Person with Disabilities or Head of Household)** **Date**

**REQUEST FOR INFORMATION OR VERIFICATION**

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dear Applicant or Resident:**

**We have received your Request for a Reasonable Accommodation. We need to know more about your disability and the reason for your request before we can decide how to address your request.**

**You can give us more information by contacting our Office at \_\_\_\_\_ . If this is a problem for you, other ways of providing the information may also be acceptable.**

**We will not make a decision until we have this information.**

**If you think that you have given us this information, or if you think that we should not ask for this information, please call us at (Phone Number).**

**Sincerely,**

**Signature and Closing**

**DENIAL OF REQUEST FOR REASONABLE ACCOMMODATION**

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dear Applicant or Resident:**

**You requested the following change or accommodation (describe request). We have attached a copy of your request form. We have denied your request because:**

- You do not meet the definition of an individual with a handicap, and we are not required to provide a reasonable accommodation.**
- You do not need this accommodation in order to enjoy or participate equally in our Housing Program.**
- It will create undue financial and administrative burdens for us.**
- It will change the fundamental nature of our Program.**

**We have decided this because (give reasons, in clear and simple language).**

**If you disagree with our decision, you may request an Informal Hearing, in writing, within ten (10) days after receipt of our decision.**

**(Signature and Closing)**

**APPROVAL OF REQUEST FOR A REASONABLE  
ACCOMMODATION**

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Dear Applicant or Resident:**

**We have approved your request for the following change or reasonable accommodation (describe in detail):**

- **We can provide you with this accommodation by (date).**
- **To make the change you requested, we must have three (3) bids and then arrange installation. Your accommodation will be made as soon as the above procedure has been completed.**
- **(Other reason for delay).**

**Please call our Office at (telephone number) if you have any questions.**

**If you think this change or reasonable accommodation is not what you requested, if it is not acceptable, or if you object to the amount of time it will take to provide it, you may contact our Office at 624 Pittsburgh Road, Uniontown, PA 15401.**

**(Signature and Closing)**

## REQUEST FOR A MEETING

Date: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dear Applicant or Resident:**

**We have received your request for a reasonable accommodation. It would help us make our decision if we could meet with you. You may bring someone to assist you with the meeting.**

**We would like to meet you at our Administration Office at 624 Pittsburgh Road, Uniontown, PA on (date and time). If you cannot come to this location, please call our Office at (telephone number) and we can arrange an alternate location, either at your residence or another accessible location which would be more appropriate for you.**

**Please come ready to talk to us about the changes you requested. Please bring copies of any information you would like to give us.**

**We look forward to meeting with you.**

**(Signature and closing)**

# FAYETTE COUNTY HOUSING AUTHORITY

## Violence Against Women Act Policy (VAWA)

[Public Law 109-162 and Technical Amendments Public Law 109-271]

The Violence Against Women Act (VAWA) was enacted because of congressional findings which assert that “women and families across the Country are being discriminated against, denied access to, and even evicted from public and subsidized housing because of their status as victims of domestic violence”. The findings also note a strong link between domestic violence and homelessness, and found that abusers frequently manipulate finances in order to control their partners, so that victims often lack steady income, credit history, landlord references, and a current address, which would be necessary to obtain permanent housing. This causes the victim to return to the abuser because they cannot find permanent housing. Victims can be women, men, or children.

### A. PURPOSE

1. To reduce domestic violence, dating violence, sexual assault, and stalking;
2. To enhance victim safety and prevention;
3. To break the link between domestic violence and homelessness, and prevent homelessness for the victims of such acts;
4. To help victims obtain or maintain housing, and create long-term housing solutions for victims;
5. To protect victims who reside in the Public Housing and Section 8 Housing Programs of the Fayette County Housing Authority;
6. To build collaborations among victim service providers;
7. To ensure victims have access to the criminal justice system without jeopardizing their housing;
8. To assist the Fayette County Housing Authority to respond appropriately to the violence while maintaining a safe environment for Housing Authority Employees, Public Housing Tenants, Section 8 Housing Participants, and Public Housing and Section 8 Housing Applicants,

This Policy will assist the Fayette County Housing Authority in providing rights under the Violence Against Women Act to its Public Housing and Section 8 Housing Applicants, Public Housing Residents, Section 8 Housing Participants, and any other program participants.

## 2. MISSION STATEMENT

It is the Policy of the Fayette County Housing Authority to comply with the Violence Against Women Act (VAWA) [Public Law 109-162 and Technical Amendments Public Law 109-271]. The Fayette County Housing Authority will not discriminate against a Public Housing or Section 8 Applicant, Public Housing Resident, Section 8 Participants, and any other program participants on the basis of the rights or privileges provided under VAWA.

This Policy is incorporated into and made a part of the Fayette County Housing Authority's Admissions and Continued Occupancy Policy and the Section 8 Administrative Plan, and applies to all Housing Authority Programs.

## 3. DEFINITIONS

The definitions in this Section apply only to this Policy.

- A. Confidentiality:** Means that the Fayette County Housing Authority will not enter information provided to the Housing Authority into a shared database or provide this information to any related entity, except as specifically stated in Section 5 of this Policy.
- B. Dating Violence:** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, based on length of relationship, type of relationship, and frequency of interaction between the persons.
- C. Domestic Violence:** Felony or misdemeanor, crimes of violence committed by:
- a. Current or former spouse of the victim, or person similarly situated to a spouse of the victim;
  - b. Person with whom victim shares a child in common;
  - c. Person who is cohabitating with or has cohabitated with the victim; or
  - d. Any other person.
- D. Homeless, Homeless Individual, and Homeless Person:** A person who lacks a fixed, regular and adequate nighttime residence. Also includes:
- A person who is sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
  - A person living in a motel, hotel, trailer park, or campground due to lack of alternative adequate accommodations;
  - A person living in emergency or transitional shelter;
  - A person abandoned in a hospital;
  - A person awaiting foster care placement; or

- A person who has a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings.
- E. Involuntary Displacement:** Occurs when a victim has vacated or will have to vacate their housing unit because of domestic violence, dating domestic violence, or stalking against the victim.
- F. Immediate Family Member:** A spouse, parent, brother, sister, or child of a victim or an individual to whom the victim stands in loco parentis (guardianship), or any other person living in the household of the victim and related to the victim by blood and marriage.
- G. Long-Term Housing:** Housing that is sustainable, accessible, affordable and safe for the foreseeable future which the person rents or owns, is subsidized by a voucher or other program as long as the person meets the eligibility requirements of the program, or is directly provided by the Fayette County Housing Authority and is not time limited and the person meets the eligibility requirements of the program.
- H. Perpetrator:** A person who commits an act of domestic violence, dating domestic violence, sexual assault, or stalking against a victim.
- I. Sexual Assault:** Causing another person to engage in a sexual act by threatening or placing that other person in fear, or someone who engages in a sexual act with another person if that person is incapable of appraising the nature of the conduct, or physically incapable of declining participation in, or communicating unwillingness to engage in the sexual act.
- J. Stalking:**
- To follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim;
  - To place under surveillance with the intent to kill, injure, harass or intimidate the victim;
  - In the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or
  - To cause substantial emotional harm to the victim, a member of the immediate family of the victim, or the spouse or intimate partner of the victim.

**5. CERTIFICATION AND CONFIDENTIALITY**

The person shall provide complete and accurate certifications to the Fayette County Housing Authority within 14 business days after the Housing Authority requests, in writing, that the person completes the certifications. If the person does not provide a

complete and accurate certification within the 14 business days, the Housing Authority may take action to deny or terminate participation or tenancy.

The HUD-Approved Certification, Form HUD-50066 must be completed for each incident(s) that a person is claiming the abuse. The person shall certify the date, time and description of the incident(s), that the incident(s) are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator, including, but not limited to, the name and, if known, all alias names, date of birth, address, contact information such as postal address, telephone, or other information. A copy of Form HUD-50066 is attached hereto, and made a part hereof.

A person who is claiming victim status shall provide to the Fayette County Housing Authority documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking or the effects of the abuse, in which the professional attests to their belief that the incident(s) in question are bona fide incident(s) of abuse, or by a federal, state, or local police or court record.

### **CONFIDENTIALITY**

The Fayette County Housing Authority shall keep all information provided to the Housing Authority under this Section confidential. The Housing Authority shall not enter the information into a shared database or provide to any related entity except to the extent that:

- The victim requests or consents to the disclosure in writing;
- The disclosure is required for:
  1. Eviction from Public Housing;
  2. Termination of Section 8 Housing Assistance.
- The disclosure is required by applicable law.

### 6. **APPROPRIATE BASIS FOR DENIAL OF ADMISSION, ASSISTANCE OR TENANCY**

- The Fayette County Housing Authority shall not deny participation or admission to a program on the basis of a person's victim status, if the person otherwise qualifies for admission or assistance.
- An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be a serious or repeated violation of

the lease by victim, and shall not be good cause for denying to a victim admission to a program, terminating Section 8 assistance or occupancy rights, or evicting a tenant.

- Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of domestic violence, dating violence, sexual assault, or stalking.
- The Fayette County Housing Authority or Section 8 Landlord may bifurcate (split into two) a lease to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant.
- The Fayette County Housing Authority or Section 8 Landlord, when notified, shall honor a court order addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members when the family breaks up.
- The Fayette County Housing Authority or the Section 8 Landlord shall have the right to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's household. However, the Housing Authority or Section 8 Landlord may not hold a victim to a more stringent standard than any other tenant or tenant family.
- The Fayette County Housing Authority or the Section 8 Landlord shall have the right to evict or terminate assistance, or deny admission to a program if they can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing services to the property, or others if the tenant family is not evicted or terminated from assistance or denied admission.
- The Fayette County Housing Authority or the Section 8 Landlord shall have the right to deny admission, terminate assistance, or evict a person who engages in criminal acts including, but not limited to, acts of physical violence or stalking against family members or others.
- A Section 8 recipient who moves out of an assisted dwelling unit to protect their health or safety and who is a victim under this Policy and reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit, and has otherwise complied with all other obligations of the

Section 8 Housing Choice Voucher Program, may receive a voucher and move to another Section 8 jurisdiction.

- A Public Housing tenant who wants to transfer to protect their health or safety and who is a victim under this Policy and reasonably believes that he or she was imminently threatened by harm from further violence if he or she remains in the unit, and has otherwise complied with all other obligations of the Public Housing Program, may transfer to another Public Housing Unit, or may receive a Section 8 Housing Choice Voucher and moved either within Fayette County or to another Section 8 jurisdiction.

## **7. ACTIONS AGAINST A PERPETRATOR**

The Fayette County Housing Authority may evict, terminate assistance, deny admission to a program or trespass a perpetrator from its property under this Policy. The victim shall take action to control or prevent the domestic violence, dating violence, sexual assault, or stalking. The action may include, but is not limited to:

- Obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator;
- Obtaining and enforcing a defiant trespass against the perpetrator;
- Enforcing the Fayette County Housing Authority's or law enforcement's defiant trespass against the perpetrator;
- Preventing the delivery of the perpetrator's mail to the victim's unit;
- Providing identifying information about the perpetrator.

## **8. NOTICE TO APPLICANTS, TENANTS, AND SECTION 8 LANDLORDS**

The Fayette County Housing Authority shall provide notice to all applicants, participants, tenants, staff, and owners of their rights and responsibilities under this Policy.

## **9. PREFERENCES**

Families who are victims under VAWA will receive a preference in tenant selection in the Fayette County Housing Authority's Public Housing and Section 8 Housing Programs. Families who have been victims of domestic violence, dating violence, sexual assault, or stalking shall provide documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking or the effects of the abuse, in which the professional attest their belief that the incident(s) in question are bona fide incident(s) of abuse, or federal, state, or local police or court record to establish their victim status under this Policy.

**10. REPORTING REQUIREMENTS**

The Fayette County Housing Authority shall included in its Five-Year and Annual Plan a copy of the Violence Against Women Act Policy and refer to the goals and services or programs provided to help victims obtain or maintain housing and to prevent the abuse and enhance the safety of victims.

**11. CONFLICT AND SCOPE**

If this Policy conflicts with any applicable law, regulation, or ordinance, the law, regulation, or ordinance shall control.

**12. AMENDMENT**

This Policy may be amended when it is reasonably necessary to effectuate the Policy's intent, purpose, or interpretation. Any amendment to this Policy shall be approved by the Board of Directors of the Fayette County Housing Authority and submitted to the U. S. Department of Housing and Urban Development.

**FAYETTE COUNTY HOUSING AUTHORITY**

**SECTION 8 HOUSING PROGRAM**

**ADMINISTRATIVE PLAN**

**APPROVED:**

<b>BOARD OF DIRECTORS:</b>	<b>February 14, 2008</b>
<b>SUBMITTED TO HUD:</b>	<b>March 25, 2008</b>

**RESOLUTION NO. 2008-02-02**

**RESOLUTION APPROVING REVISED  
SECTION 8 ADMINISTRATIVE PLAN  
FOR THE SECTION 8 HOUSING PROGRAM  
OF THE FAYETTE COUNTY HOUSING AUTHORITY**

**WHEREAS, the Section 8 Administrative Plan of the Fayette County Housing Authority had been last updated in 2004, and needed updated to incorporate new HUD Regulations, the Violence Against Women Act (VAWA) and the Revised Reasonable Accommodations Policy;**

**NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Fayette County Housing Authority hereby approves the revised Section 8 Administrative Plan, incorporating the new HUD Regulations, the Violence Against Women Act (VAWA) and the Revised Reasonable Accommodation Policy; and**

**BE IT FURTHER RESOLVED that a copy of the Revised Section 8 Administrative Plan be sent to the Pittsburgh Area Office of the U.S. Department of Housing and Urban Development.**

**ADOPTED BY BOARD OF DIRECTORS OF FAYETTE COUNTY HOUSING AUTHORITY AT THEIR REGULAR MONTHLY MEETING HELD ON THURSDAY, FEBRUARY 14, 2008.**

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SECTION 8 HOUSING PROGRAM HOMEBOWNERSHIP PLAN

REASONABLE ACCOMMODATION POLICY FOR SECTION 8 PROGRAM

VIOLENCE AGAINST WOMEN ACT POLICY (VAWA)

**SECTION 8 ADMINISTRATIVE PLAN**  
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**PROGRAM OPERATED BY THE**  
**FAYETTE COUNTY HOUSING AUTHORITY**

**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, is described in and implemented throughout this Administrative Plan. The Section 8 Tenant-Based Assistance Programs are Federally Funded and administered for the Fayette County Housing Authority through its Section 8 Housing Office.

Administration of the Section 8 Program and the functions and responsibilities of the Fayette County Housing Authority (PHA) Staff shall 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**

The jurisdiction of the PHA is Fayette County, Pennsylvania.

**A. FAYETTE COUNTY HOUSING AUTHORITY MISSION STATEMENT**

It is the mission of the Fayette County Housing Authority as follows:

- To serve our Community's Housing Needs using all resources available.
- To provide affordable housing for all residents through creative partnerships with public and private collaborators.
- To provide quality housing opportunities to improve the lives of the citizens who are in need.
- To provide safe, decent, affordable housing for eligible residents of Fayette County.
- To provide affordable housing that is in good repair, to be stewards of public funds and trust, and to serve all customers with respect.

- To do good by doing good business in offering a variety of housing opportunities for the communities' citizens.

The Section 8 Administrative Plan of the Fayette County Housing Authority is designed to demonstrate that the Housing Authority is operating its Section 8 Housing Program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to operate that housing in a manner that demonstrates its responsibility to the public trust. In addition, the Section 8 Administrative Plan is designed to achieve the following objectives:

- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability.
- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability.
- Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.
- To assist the local economy by increasing the occupancy rate and the amount of money flowing into the community.
- To encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services needs.
- To create positive public awareness and expand the level of family, owner, and community support in accomplishing the PHA's mission.
- To attain and maintain a high level of standards and professionalism in our day-to-day management of all program components.
- To administer an efficient, high-performing agency through continuous improvement of the PHA's support systems and commitment to our employees and their development.
- To provide decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.
- To ensure that all units meet Housing Quality Standards and families pay fair and reasonable rents.
- To promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.
- To promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low income families

- To promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.
- To encourage participation by owners of units outside areas of poverty or minority concentration in areas in its jurisdiction that the Housing Authority considers areas of poverty or minority concentration.
- To lawfully deny the admission of applicants, or the continued occupancy of, residents whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood.
- To attempt to house a tenant body that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the ranges of incomes of low and very low-income families in Fayette County.

**B. PURPOSE OF THE PLAN [24 CFR 982.54]**

The purpose of the Section 8 Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD Requirements and local goals and objectives contained in the Fayette County Housing Authority's Agency Plan. The Housing Choice Voucher Program was implemented on October 1, 1999, and pre-merger Housing Voucher tenancies and Over Fair Market Rent tenancies converted automatically to Housing Choice Voucher tenancies on that date. All other existing contracts remained in effect until the family's second reexamination after the merger date or when a new lease was executed.

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 PHA will revise this Administrative Plan as needed to comply with changes in HUD Regulations. The original Plan and any changes must be approved by the Board of Directors of the Fayette County Housing Authority, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

This Administrative Plan is a supporting document to the PHA Agency Plan, and is available for public review as required by **CFR 24 Part 903**.

Applicable regulations include:

**24 CFR Part 5: General Program Requirements**

**24 CFR Part 8: Nondiscrimination**

**24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program**

**C. RULES AND REGULATIONS [24 CFR 982.52]**

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. The Policies in this Administrative Plan have been designed to ensure compliance with the Consolidated Annual Contributions Contract (ACC) and all HUD-Approved applications for program funding.

**D. TERMINOLOGY**

The Fayette County 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.

"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. See "Denial or Termination of Assistance" Chapter.

"Merger Date" refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher Programs into the Housing Choice Voucher Program.

See Glossary for other terminology.

**E. FAIR HOUSING POLICY [24 CFR 982.54(d)(6)]**

It is the policy of the Fayette County Housing Authority 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 shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial [or marital] status, handicap or disability [or sexual orientation].

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 families who believe they are victims of a discriminatory act. 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 from the Section 8 Department.

All Housing Authority Staff will have Fair Housing Training and informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. A copy of the Housing Authority's Reasonable Accommodation Policy for the Section 8 Housing Program is attached to and made a part of this Administrative Plan. Fair Housing Posters are posted throughout the Housing Authority Offices, including the Lobby Area, and the equal opportunity logo will be used on all outreach materials. Section 8 Staff will attend any local fair housing update training made available by HUD and other local organization to keep current with new developments.

Except as otherwise provided in **24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31**, no individual with disabilities shall 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.

The Fayette County Housing Authority's Administrative Office is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD Telephone Service Provider.

**F. REASONABLE ACCOMMODATIONS POLICY [24 CFR 100.202]**

As stated above, the Reasonable Accommodations Policy for the Section 8 Housing Program is attached hereto and made a part hereof.

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 families.

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 given reasonable accommodations, 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 by including notices on PHA forms and letters. 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**, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction 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, provide 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.

If the PHA finds that the requested accommodation creates an undue administrative or financial burden, the PHA will 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 20 business 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.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All PHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

### **Verification of Disability**

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.**

**G. 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 Quality Control Inspections**

**HQS Enforcement**

**Expanding Housing Opportunities**

**Payment Standards**

**Annual Re-examinations**

**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 Factors:

**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.

### **H. 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 operational procedures objectively and with accuracy and in accordance with SEMAP Requirements with internal supervisory audits.

### **I. PRIVACY RIGHTS [24 CFR 982.551 and 24 CFR 5.212]**

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 and the 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.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "**Confidential**" or returned to the family member after its use. The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by Section 8 Program Coordinator and the Director of Admissions and Assisted Housing, and discussed and approved by the Solicitor.

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.

### **J. 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. The PHA will also distribute Fact Sheets and the status of housing availability to service providers in the community, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

**K. OWNER OUTREACH [24 CFR 982.54(d)(5)]**

The Fayette County Housing Authority makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements.

The PHA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families.

The PHA encourages participation by owners of suitable units located outside areas of low poverty or minority concentration.

The PHA advertises in the local newspaper and conducts quarterly Landlord Conferences, which are held in the evenings with participating owners and any others interested to improve owner relations, recruit new owners, and advise them of any changes in Program Regulations or applicable HUD Legislation.

The PHA maintains a list of interested landlords and units available by bedroom size for the Section 8 Program and updates this list monthly. When listings from owners are received, they will be compiled by the PHA staff by bedroom size, and the existing lists are reviewed and the new information added to the existing lists. The PHA will continue to maintain these lists for all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. These lists are available at the Reception Desk in the Tenant Selection Department, and are provided at Briefings.

An Owner's Guide has been prepared by the Section 8 Department, and is available to owners and others interested in the Section 8 Program to acquaint them with the Rules and Regulations governing the Section 8 Program and the opportunities available under the Program.

## Chapter 2

### FAIR HOUSING AND EQUAL OPPORTUNITY

#### INTRODUCTION

This chapter explains the laws and HUD regulations requiring PHAs to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of the PHA's housing choice voucher (HCV) operations.

This chapter describes HUD regulations and PHA policies related to these topics in three parts:

Part I: Nondiscrimination. This part presents the body of laws and regulations governing the responsibilities of the PHA regarding nondiscrimination.

Part II: Policies Related to Persons with Disabilities. This part discusses the rules and policies of the housing choice voucher program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

Part III: Prohibition of Discrimination Against Limited English Proficiency Persons. This part details the obligations of the PHA to ensure meaningful access to the HCV program and its activities by persons with limited English proficiency (LEP). This part incorporates HUD and DOJ's Notice of Guidance, published December 19, 2003 in the *Federal Register*.

#### PART I: NONDISCRIMINATION

##### A. OVERVIEW

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section

504 and the Fair Housing Amendments govern)

- Violence Against Women Reauthorization Act of 2005 (VAWA)
- When more than one civil rights law applies to a situation, the laws will be read and applied together.
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

## **B. NONDISCRIMINATION**

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as PHA policies, can prohibit discrimination against additional classes of people.

The PHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called “protected classes”)

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The PHA will not discriminate on the basis of marital status or sexual orientation.

The PHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or participant toward or away from a particular area based any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

## **Providing Information to Families and Owners**

The PHA must take steps to ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, the PHA must provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301]. The Housing Assistance Payments (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

## **Discrimination Complaints**

If an applicant or participant believes that any family member has been discriminated against by the PHA or an owner, the family should advise the PHA. HUD requires the PHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action. In addition, the PHA is required to provide the applicant or participant with information about how to file a discrimination complaint [24 CFR 982.304].

Applicants or participants who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.

The PHA will attempt to remedy discrimination complaints made against the PHA.

The PHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

## **PART II: POLICIES RELATED TO PERSONS WITH DISABILITIES**

### **A. OVERVIEW**

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

The PHA must ensure that persons with disabilities have full access to the PHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the HCV program.

The PHA will ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, conducting reexamination, and notices of adverse action by the PHA, by including the following language:

“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.”

A specific name and phone number will be indicated as the contact for requests for accommodation for persons with disabilities.

## **B. DEFINITION OF REASONABLE ACCOMMODATION**

A person with a disability may require special accommodations in order to have equal access to the HCV program. The types of reasonable accommodations the PHA can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the PHA, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

### **Types of Reasonable Accommodations**

When needed, the PHA must modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside the PHA range) if the PHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit
- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff
- Displaying posters and other housing information in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair

## **C. REQUEST FOR AN ACCOMMODATION**

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the PHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the person with the disability full access to the PHA's programs and services.

If the need for the accommodation is not readily apparent or known to the PHA, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

The PHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the PHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

#### **D. VERIFICATION OF DISABILITY**

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, the PHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the PHA's programs and services.

If a person's disability is obvious, or otherwise known to the PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the PHA, the PHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the PHA will follow the verification policies provided in Chapter 7. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 16. In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]
- The PHA must request only information that is necessary to evaluate the disability-related need for the accommodation. The PHA will not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.

#### **E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION** [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The PHA must approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the PHA, or fundamentally alter the nature of the PHA's HCV

operations (including the obligation to comply with HUD requirements and regulations).

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the cost of the requested accommodation, the financial resources of the PHA at the time of the request, the benefits that the accommodation would provide to the family, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the PHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the PHA may verify the need for the requested accommodation.

After a request for an accommodation is presented, the PHA will respond, in writing, within 10 business days.

If the PHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the PHA's operations), the PHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden.

If the PHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the PHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family.

#### **F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS**

HUD regulations require the PHA to ensure that persons with disabilities related to hearing and vision have reasonable access to the PHA's programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the PHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with PHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

#### **G. PHYSICAL ACCESSIBILITY**

The PHA must comply with a variety of regulations pertaining to physical accessibility, including

the following:

- PIH 2002-01 (HA), Accessibility Notice
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The PHA's policies concerning physical accessibility must be readily available to applicants and participants. They can be found in three key documents:

- This plan describes the key policies that govern the PHA's responsibilities with regard to physical accessibility.
- Notice PIH 2002-01(HA) Accessibility Notice (which must be posted in the HCV offices in a conspicuous place) summarizes information about pertinent laws and implementing regulations related to non-discrimination and accessibility in federally-funded housing programs.
- The PHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the HCV program.

When issuing a voucher to a family that includes an individual with disabilities, the PHA will include a current list of available accessible units known to the PHA and will assist the family in locating an available accessible unit, if necessary.

In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require that the unit be restored to its original state at the family's expense when the family moves.

## **H. DENIAL OR TERMINATION OF ASSISTANCE**

A PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (2)(iv)].

When applicants with disabilities are denied assistance, the notice of denial must inform them of the PHA's informal review process and their right to request a hearing. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal hearing process.

When a participant family's assistance is terminated, the notice of termination must inform them of the PHA's informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, the PHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to the PHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation.

### **PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

#### **A. OVERVIEW**

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the *Federal Register*.

The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this administrative plan, LEP persons are HCV applicants and participants, and parents and family members of applicants and participants.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

#### **B. ORAL INTERPRETATION**

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the PHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.

The PHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents. Where feasible and possible, the PHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The interpreter may be a family member or friend.

### **C. WRITTEN TRANSLATION**

Translation is the replacement of a written text from one language into an equivalent written text in another language.

In order to comply with written-translation obligations, the PHA will take the following steps:

The PHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the PHA does not translate vital written materials, but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

### **D. IMPLEMENTATION PLAN**

After completing the four-factor analysis and deciding what language assistance services are appropriate, the PHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the PHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the PHA's Housing Choice Voucher program and services.

If it is determined that the PHA serves very few LEP persons, and the PHA has very limited resources, the PHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If the PHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

**EXHIBIT 2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER  
FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3 and 100.201]**

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the HCV program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this disability is not entitled to a reasonable accommodation under federal civil rights and fair

housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the \$480 dependent deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the HCV program, yet an accommodation is needed to provide equal opportunity.

The Reasonable Accommodation Policy of the Fayette County Housing Authority is attached hereto and made a part hereof.

## CHAPTER 3

### ELIGIBILITY FOR ADMISSION

#### [24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

#### INTRODUCTION

This Chapter defines both HUD and the Fayette County Housing Authority's criteria for admission and denial of admission to the Program. 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 and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the PHA pertaining to their eligibility.

#### **A. ELIGIBILITY FACTORS [982.201(b)]**

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 for all family members.

An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required.

**At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the PHA may provide any financial assistance.**

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 and evidence of Citizenship/Eligible Immigrant Status will be verified before the family is placed on the Waiting List.

**B. FAMILY COMPOSITION [24 CFR 982.201(c)]**

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 or without 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 (NOTE: 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.
- 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.
- Two or more elderly or disabled persons living together, or one or more elderly, near elderly or disabled persons living with one or more live-in aides is a family.

**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 minors who qualify under State law will be recognized as Head of Household.]**

**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 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.

A Live-in Aide may only reside in the unit with the approval of the Fayette County Housing Authority. 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, near-elderly (Age 50-61) or disabled.

The PHA will approve a Live-in Aide, if needed, as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Approval of a Live-in Aide for reasonable accommodation will be in accordance with **24 CFR Part 8** and the **Reasonable Accommodations Section in Chapter 1 of this Administrative Plan**.

Verification must include the hours the care will be provided.

[24 CFR 982.316] 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 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 unit 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 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 186 days of the year, which do not have to run consecutively.**

There will be a self-certification required of families who claim joint custody or temporary guardianship.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

**C. INCOME LIMITATIONS [24 CFR 982.201(b), 982.353]**

Notwithstanding any Applicant's Application Number, the Fayette County Housing Authority will select applicants from the Waiting List in such a way to ensure that at least **75%** of the Applicants admitted to the Section 8 Housing Choice Voucher Program during any Fiscal Year are **at or below the Extremely Low Income (ELI) Limit – 30% of the Median Income for the MSA** at the time of admission.

This will be accomplished through the use of Local Preferences based on Income Tiers:

- **At least 75% of the units leased through the Section 8 Housing Choice Voucher Program in any Fiscal Year shall be provided to families with incomes below 30% of Area Median Income; and**
- **Up to 25% of the units leased during the same period may be to families with incomes between 31% and 50% of Area Median Income.**

Within the Income Tiers, the Fayette County Housing Authority will then select Applicants for the Section 8 Housing Choice Voucher Program based on the following Ranking Preference:

1. Families requiring relocation from the PHA's Public Housing Development as a result of demolition and/or redevelopment.
2. Families who live, work, or have been given notice that they will be working in Fayette County.
3. Families displaced by government action or by a formally declared natural disaster.

Within each Preference Category, Applicants will be selected in order of the date and time of their Application, except that families who are already assisted, but are not requiring relocation from the PHA's Public Housing as a result of demolition and/or redevelopment will be selected at the rate of one (1) assisted family for every ten (10) non-assisted families.

This "Income Tier Targeting" requirement does not apply to a low-income family who is "continuously assisted" under the 1937 Act, or to a low-income or moderate income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on project-based eligible low-income housing.

For Section 8 Project-Based Assistance, if any, not less than 40% of the new admissions to a specific project must have incomes at or below 30% of the Area Median Income. Other admissions to a specific project must be at or below 80% of the Area Median.

As required by Law, the Fayette County Housing Authority will withhold a Preference from an Applicant if any member of the applicant family is a person evicted from Housing assisted under

the 1937 Housing Act during the past three (3) years because of drug-related or criminal activity that threatens the health, safety or peaceful enjoyment of other residents or Housing Authority Staff. The PHA may grant an Admissions Preference in any of the following cases:

- If the PHA determines that the evicted person has successfully completed a rehabilitation program approved by the PHA.
- If the PHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
- If the PHA determines that the evicted person no longer participates in any drug-related criminal activity that threatens the health, safety, or right to peaceful enjoyment of other tenants or Staff of the Fayette County Housing Authority.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

**Multijurisdictional PHAs: The applicable income limit used for initial issuance of a voucher is the highest income limit within the PHA's jurisdiction.**

**Portability:** For initial lease-up at admission, 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 [24 CFR 5.216, 5.218]**

Families are required to provide verification of Social Security Numbers for all family members prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of Social Security Numbers is grounds for denial or termination of assistance.

Persons who have not been issued a Social Security Number must sign a Certification that they have never been issued a Social Security Number.

Persons who disclose their Social Security Number, but cannot provide verification, must sign a certification and provide verification within 60 days. Elderly persons must provide verification within 120 days.

**E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS [24 CFR Part 5, Subpart E]**

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. A Declaration of Section 214 Status Form must be completed for each family member.

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.

**All Members Ineligible.** Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

**Non-Citizen Students.** Defined by HUD in the **Non-Citizen Regulations at 24 CFR 5.522.** Not eligible for assistance.

**Appeals.** For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

**F. OTHER CRITERIA FOR ADMISSIONS [24 CFR 982.552(b)]**

A family will not be admitted to the Program if any member of the family has been evicted from Federally Assisted Housing for serious violation of the Lease within the past three (3) years.

A family will be denied admission to the Program if any member of the family fails to sign and submit consent forms for obtaining information required by the PHA, including Form HUD-9886.

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 obligation during a previous participation in the Section 8 Program for three (3) years prior to final eligibility determination.**

The PHA will 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 120 days of PHA Notice to Repay.**
- **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.**
- **The PHA will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the section on screening and terminations policy in the "Denial or Termination of Assistance" Chapter.**
- **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. (See Program Integrity Addendum).

- 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. (See Program Integrity Addendum).

**G. TENANT SCREENING [24 CFR 982.307]**

The Fayette County Housing Authority will take into consideration any of the criteria for admission described in the "**Denial or Termination of Assistance**" Chapter.

The PHA will screen family behavior or suitability for tenancy. The PHA will do a Credit Check and Criminal Check on all families to determine their payment history and to ensure that they have not been involved in Drug-Related Criminal Activity or other Criminal Activity that is a threat to the health, safety, or property of others. The PHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct after they are in tenancy.

The owner is responsible for any additional screening of families based on their tenancy histories, including such factors as **[24 CFR 982.307(a)(3)]**:

Payment of rent and utility bills

Caring for a unit and premises

Respecting the 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 give the owner:

The family's current and prior address as shown in the PHA's records; and

The name and address (if known by the PHA) of the landlord at the family's current and prior address.

The same types of information will be supplied to all owners.

The Fayette County Housing Authority 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**" Chapter for additional information about reviews and hearings.

**J. PROHIBITED ADMISSIONS CRITERIA [982.202(b)]**

Admission to the Program may not be based on:

Where a family lives prior to admission to the Program.

Where the family will live with assistance under the Program.

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 4

### ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

#### INTRODUCTION

It is the Fayette County Housing Authority's objective to ensure that 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 this Administrative Plan.

This Chapter explains the Preferences which 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 qualified applicants will be available so that program funds are used in a timely manner.

#### **A. WAITING LIST [24 CFR 982.204]**

The PHA uses a Single Waiting List for admission to its Section 8 Housing Program.

Applicants will be selected from the PHA Waiting List in accordance with policies and preferences and income targeting requirements defined in this 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:

**Ranking Number on Waiting List**

**Application (Tracking) Number**

**Whether they are a Public Housing Resident and whether they owe money to the Housing Authority or another Federally-Funded Agency**

**Date and Time of Application**

**Applicant name and address**

**Classification (Standard or Out-of-County)**

**Annual (Gross) Family Income**

**Income Classification (Very Low, Extremely Low)**

**Age of Head of Household**

**Voucher Size for which Family qualifies**

**Elderly Status**

**Sex of Head of Household**

**Race of Head of Household**

**Ethnicity of Head of Household**

**B. SPECIAL ADMISSIONS [24 CFR 982.54(d)(e), 982.203]**

**HUD may award a PHA program funding that is targeted for families living in specified units. The PHA must use the assistance for the families living in these units.**

If HUD awards a PHA program funding that is targeted for specifically named families, the PHA will admit these families under a **Special Admission Procedure**.

Special admissions 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:

- 1. A family displaced because of demolition or disposition of a public or Indian housing project;**
- 2. A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;**
- 3. For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990 (41 U.S.C. 4101 et seq.):**
  - a. A non-purchasing family residing in a project subject to a homeownership program (under 24CFR 248.173); or**
  - b. A family displaced because of mortgage prepayment or voluntary termination of a mortgage insurance contract (as provided in 24 CFR 248.165);**
- 4. 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; an**
- 5. A non-purchasing family residing in a HOPE 1 or HOPE 2 Project.**

Applicants who are admitted under Special Admissions, rather than from the waiting list, are maintained on a separate list.

**C. LOCAL PREFERENCES [24 CFR 982.207]**

The PHA will offer public notice when changing its preference system and the notice will be publicized using the same guidelines as those for opening and closing the waiting list.

The PHA uses the following Local Preference System:

- Families of Federally Declared Disasters.
- Victims of the Violence Against Women Act (VAWA)
- Applicants for whom a law enforcement agency is seeking housing as an accommodation for its witness protection program.
- Date and time of receipt of a completed application.

Notwithstanding any Applicant's Application Number, the PHA will select applicants from the Waiting List in such a way as to ensure that at least 75% of the applicants admitted to the Housing Choice Voucher Program during any fiscal year are at or below the Extremely Low Income (ELI) Limit – 30% of the median income for the MSA – at the time of admission.

This will be accomplished through the use of Local Preferences based on Income Tiers:

- **At least 75% of the units leased through the Section 8 Housing Choice Voucher Program in any Fiscal Year shall be provided to families with incomes below 30% of the area median income; and**
- **Up to 25% of the units leased during the same period may be to families with incomes between 31% and 50% of area median income.**

Within the Income Tiers, the PHA will then select applicants for the Housing Choice Voucher Program based on the following Ranking Preferences:

- **Families requiring relocation from the Fayette County Housing Authority's Public Housing as a result of redevelopment and/or demolition.**
- **Families who live, work, or have been given notice that they will be working in Fayette County.**
- **Families displaced by government action or by a formally declared natural disaster.**

Within each Preference Category, applicants will be selected in order of the date and time of their Application, except that families who are already assisted, but are not requiring relocation from PHA Public Housing as a result of redevelopment and/or demolition, will be selected at the rate of one (1) assisted family for every ten (10) non-assisted families.

This Income Tier Targeting Requirement does not apply to a low-income family who is "continuously assisted" under the 1937 Act, or to a low-income or moderate income family who

is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on project-based eligible low-income housing.

For Section 8 Project-Based Assistance, not less than 40% of the new admissions to a specific project must have incomes at or below 30% of the area median income. Other admissions to a specific project must be at or below 80% of the area median.

Families of Federally Declared Disasters or Victims of the Violence Against Women Act (VAWA) do not have to be on the Section 8 Waiting List, nor do they have to qualify for any income limits.

As required by Law, the Fayette County Housing Authority will withhold a Preference from an applicant if any member of the applicant family is a person evicted from housing assisted under the 1937 Housing Act during the past three (3) years because of drug-related or criminal activity that threatens the health, safety, or peaceful enjoyment of other residents or Housing Authority Staff. The PHA may grant an Admissions Preference in any of the following cases:

- If the PHA determines that the evicted person has successfully completed a rehabilitation program approved by the PHA;
- If the PHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
- If the PHA determines that the evicted person no longer participates in any drug-related criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenant or Staff of the PHA.

#### **Treatment of Single Applicants**

Single applicants will be treated as any other eligible family on the waiting list.

#### **D. INCOME TARGETING**

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the PHA will reserve a minimum of seventy-five 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.

The PHA shall have the discretion, at least annually, to exercise the “fungibility” provision of the QHWRA. This provision allows the PHA to admit less than the minimum 40% of its extremely low-income families in a fiscal year to its public housing program to the extent that the PHA’s admission of extremely low income families in the tenant-based assistance program exceeds 75% of all admissions during the fiscal year. If exercising this option the PHA will follow the fungibility threshold limitations as set forth in QHWRA Legislation.

The discretion by the PHA to exercise the fungibility provision is also reflected in the PHA’s Public Housing Admissions and Continued Occupancy Policy.

**E. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION  
[24 CFR 982.207]**

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 they are made. The PHA will reverify a preference claim, if the PHA feels the family's circumstances have changed, at time of selection from the waiting list.**

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.

**If, at the time the family applied, the preference claim was the only reason for placement of the family on the list and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list.**

**F. EXCEPTIONS FOR SPECIAL ADMISSIONS [24 CFR 982.203, 982.54(d)(3)]**

If HUD awards a PHA program funding that is targeted for specifically named families, the PHA will admit these families under a Special Admission procedure.

Special admissions 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 Homeownership 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.

**G. PREFERENCE AND INCOME TARGETING ELIGIBILITY [24 CFR 982.207]**

**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, he or she will be placed on the Waiting List in the appropriate order determined by 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 family(ies) with a higher preference, the family will be returned to the Waiting List.

**Cross-Listing of Different Housing Programs and Section 8 [24 CFR 982.205(a)]**

The PHA will not merge its Waiting Lists. If the Waiting List(s) for the PHA's Public Housing Program and the Section 8 Housing Program are open at the time an applicant applies for Section 8, the PHA must offer to place the family on its Waiting List(s) for the other Program.

**Other Housing Assistance [24 CFR 982.205(b)]**

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: [24 CFR 982.205(b)]

Refuse to list the applicant on the PHA Waiting List(s);

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 selection policy; or

Remove the applicant from the Waiting List.

However, the PHA may remove the applicant from the PHA Waiting List(s) if the PHA has offered the applicant assistance under the Voucher Program.

**H. ORDER OF SELECTION [24 CFR 982.207(e)]**

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.

**Among Applicants with Equal Preference Status**

Among applicants with equal preference status, the Waiting List will be organized by date and time of application.

**I. FINAL VERIFICATION OF PREFERENCES [24 CFR 982.207]**

Preference information on applications will be verified at the time of placing the application.

**J. PREFERENCE DENIAL [24 CFR 982.207]**

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the Waiting List.

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

The Waiting List will be purged once every year by a mailing to all applicants whose application date is older than one (1) year, to ensure that the Waiting List is current and accurate. The mailing will ask for confirmation of continued interest.

Any mailings to the applicant which require a response will state that failure to respond within 10-14 days will result in the applicant's name being removed from the Waiting List.

An extension of 10 days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

If the applicant did not respond to the PHA request for information or updates because of a family member's disability, the PHA will reinstate the applicant in the family's former position on the Waiting List. This will be reviewed and completed on a case-by-case basis.

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed from the Waiting List 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, and it will be necessary for the applicant to come into the Administration Office and update their change of address.

## CHAPTER 5

### SUBSIDY STANDARDS

[24 CFR 982.54(d)(9)]

#### INTRODUCTION

HUD guidelines require that the Fayette County Housing Authority 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. This Chapter explains the subsidy standards which will be used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, as well as the PHA's procedures when a family's size changes, or a family selects a unit size that is different from the Voucher.

#### **A. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]**

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 shall be applied in a manner consistent with Fair Housing guidelines.

- **For subsidy standards, an adult is a person 18 years old 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.

- **One bedroom will be generally be assigned for each two family members. The PHA will consider factors such as family characteristics including sex, age, or relationship. Consideration will also be given for medical reasons and the presence of a live-in aide.**
- **It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.**
- **Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.**
- **Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.**

- **Two children of the same sex will not be required to share a bedroom if there is a difference of eight (8) years between their ages, although they may do so at the request of the family. The eight (8) years difference will be determined by the year of birth.**
- **A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.**
- **The Fayette County Housing Authority will count a child who is temporarily away from home because the child has been placed in foster care, kinship care, or is away at school.**
- **A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.**
- **A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom vouchers.**

**GUIDELINES FOR DETERMINING VOUCHER SIZE**

Voucher Size	Persons in Household	
	Minimum Number	Maximum Number
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	5	10
6 Bedrooms	6	12

**B. EXCEPTIONS TO SUBSIDY STANDARDS [24 CFR 982.403(a) & (b)]**

The PHA shall 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 Exceptions 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 ten (10) days of the PHA's determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate.

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-referenced 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 new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the PHA within ten (10) days. The file must be marked accordingly, and the subsidy standards must be checked. The above referenced guidelines will apply.

### **Underhoused 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 of the appropriate size 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.**
- **The PHA and family have been unable to locate a unit within 60 days.**

**C. UNIT SIZE SELECTED [24 CFR 982.402(c)]**

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 shall 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. (NOTE: Any room used for sleeping must have at least one window. If the window is designated to be operable, the window must work.)

**\*HQS GUIDELINES FOR UNIT SIZE SELECTED**

<b>Unit Size</b>	<b>Maximum Number in Household</b>
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

**CHAPTER 6**  
**INCOME AND SUBSIDY DETERMINATIONS**  
**[24 CFR Part 5, Subparts E and F; 24 CFR 982]**

**INTRODUCTION**

A family's income determines eligibility for assistance and is also used to calculate the family's payment and the PHA's subsidy. The Fayette County Housing Authority will use the policies and methods described in this Chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. This Chapter describes HUD regulations and PHA policies related to these topics in three parts as follows:

- **Part I: Annual Income.** HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. These requirements and PHA policies for calculating annual income are found in Part I.
- **Part II: Adjusted Income.** Once annual income has been established HUD regulations require the PHA to subtract from annual income any of five mandatory deductions for which a family qualifies. These requirements and PHA policies for calculating adjusted income are found in Part II.
- **Part III: Calculating Family Share and PHA Subsidy.** This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining PHA subsidy and required family payment.

**PART I: ANNUAL INCOME**

**A. OVERVIEW**

The general regulatory definition of **annual income** shown below is from **24 CFR 5.609**:

**5.609 Annual income.**

**(a) Annual income means all amounts, monetary or not, which:**

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or**
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and**
- (3) Which are not specifically excluded in paragraph [5.609(c)].**
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.**

In addition to this general definition, HUD Regulations establish policies for treating specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Inclusions (**Exhibit 6-1**)
- Annual Income Exclusions (**Exhibit 6-2**)

- Treatment of Family Assets (**Exhibit 6-3**)
- Earned Income Disallowance for Persons with Disabilities (**Exhibit 6-4**)
- The Effect of Welfare Benefit Reduction (**Exhibit 6-5**)

**Sections 6-I.B and 6-I.C** discuss general requirements and methods for calculating annual income. The rest of this Section describes how each source of income is treated for the purposes of determining annual income. HUD Regulations present income inclusions and exclusions separately [24 CFR 5.609(b) and 24 CFR 5.609(c)]. In this Plan, however, the discussions of income inclusions and exclusions are integrated by topic (e.g., all policies affecting earned income are discussed together in **Section 6-I.D**). Verification requirements for annual income are discussed in Chapter 7.

**B. HOUSEHOLD COMPOSITION AND INCOME**

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

<b>Summary of Income Included and Excluded by Person</b>	
<b>Live-in aides</b>	<b>Income from all sources is excluded [24 CFR 5.609(c)(5)].</b>
<b>Foster child or foster adult</b>	<b>Income from all sources is excluded [24 CFR 5.609(c)(2)].</b>
<b>Head, spouse, or cohead Other adult family members</b>	<b>All sources of income not specifically excluded by the regulations are included.</b>
<b>Children under 18 years of age</b>	<b>Employment income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.</b>
<b>Full-time students 18 years of age or older (not head, spouse, or cohead)</b>	<b>Employment income above \$480/year is excluded [24 CFR 5.609(c)(11)]. All other sources of income, except those specifically excluded by the regulations, are included.</b>

**Temporarily Absent Family Members**

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit [**HCV GB, p. 5-18**].

***Absent Full-Time Students***

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to

the PHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

### ***Court-Ordered Absences***

If a member of the family is subject to a court order that restricts the member from the home, the PHA will determine whether the person will be considered temporarily or permanently absent. If the court order specifies a permanent restriction or if the court restriction exceeds 180 days, the person will no longer be considered a family member. If the individual intends to return to the unit at the end of the restriction, the individual is subject to the eligibility and screening requirements discussed in Chapter 3 of this plan.

### ***Absences Due to Placement in Foster Care***

Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403].

If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

### ***Absences Due to Incarceration***

If a family member is expected to be incarcerated for more than 180 consecutive days, the person will not be considered a family member. If the individual intends to return to the unit following incarceration, the individual is subject to the eligibility and screening requirements discussed in **Chapter 3** of this Plan. During the absence, the unit must be kept in compliance with the HQS and utility service, and if there are no other adult members in the unit, the voucher will be recaptured.

### **Family Members Permanently Confined for Medical Reasons**

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22].

The PHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member. While the family member is temporarily absent, the unit must be kept in compliance with the HQS and utility service.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse, or cohead qualifies as an elderly person or a person with disabilities.

### **Joint Custody of Children**

In the case of joint custody, only one family may claim a child as a dependent. When two assisted families could conceivably claim the child, the two families must resolve the issue and declare which household will receive the dependent deduction. If the two households are unable

to resolve the issue, the PHA will make the determination on the basis of such factors as who claimed the child as a dependent on the most recent income tax filing and how much time the child spends in each household, school record and who receives income for the child. In case of one assisted parent, the PHA will make the determination on the basis of the factors listed above.

### **Caretakers for a Child**

If neither a parent nor a designated guardian remains in a household receiving HCV assistance, the PHA will take the following actions.

- (1) If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
- (2) If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 180 days. After the 180 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the PHA will extend the caretaker's status as an eligible visitor.
- (3) At any time that custody or guardianship legally has been awarded to a caretaker, the housing choice voucher will be transferred to the caretaker.
- (4) During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

### **C. ANTICIPATING ANNUAL INCOME**

The PHA is required to count all income "anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date" [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

#### **Basis of Annual Income Projection**

The PHA generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes the PHA to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected [HCV GB, p. 5-17]
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]
- The PHA believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

When the PHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the PHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the

file. In all such cases the family may present information and documentation to the PHA to show why the historic pattern does not represent the family's anticipated income.

### ***Known Changes in Income***

If the PHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

**Example: An employer reports that a full-time employee who has been receiving \$6/hour will begin to receive \$6.25/hour in the eighth week after the effective date of the reexamination. In such a case the PHA would calculate annual income as follows:  $(\$6/\text{hour} \times 40 \text{ hours} \times 7 \text{ weeks}) + (\$6.25 \times 40 \text{ hours} \times 45 \text{ weeks})$ .**

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases the PHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs. This requirement will be imposed even if the PHA's Policy in Chapter 10 does not require interim reexaminations for other types of changes.

### **Using Enterprise Income Verification (EIV) to Project Income**

HUD strongly recommends the use of Enterprise Income Verification (EIV). EIV is "the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals" [VG, p. 7].

HUD allows PHAs to use EIV information in conjunction with family-provided documents to anticipate income [EIV].

PHA procedures for anticipating annual income will include the use of EIV methods approved by HUD in conjunction with family-provided documents dated within the last 120 days of the PHA interview date.

The PHA will follow "HUD Guidelines for Projecting Annual Income When Enterprise Income Verification (EIV) Data Is Available" in handling differences between EIV and family-provided income data. The guidelines depend on whether a difference is substantial or not. HUD defines *substantial difference* as a difference of \$200 or more per month.

**No Substantial Difference.** If EIV information for a particular income source differs from the information provided by a family by less than \$200 per month, the PHA will follow these guidelines:

If the EIV figure is less than the family's figure, the PHA will use the family's information.

If the EIV figure is more than the family's figure, the PHA will use the EIV data unless the family provides documentation of a change in circumstances to explain the discrepancy (e.g., a reduction in work hours). Upon receipt of acceptable family-provided documentation of a change in circumstances, the PHA will use the family-provided information.

**Substantial Difference.** If EIV information for a particular income source differs from the information provided by a family by \$200 or more per month, the PHA will follow these guidelines:

The PHA will request written third-party verification from the discrepant income source in accordance with **24 CFR 5.236(b)(3)(i)**.

When the PHA cannot readily anticipate income (e.g., in cases of seasonal employment, unstable working hours, or suspected fraud), the PHA will review historical income data for patterns of employment, paid benefits, and receipt of other income.

The PHA will analyze all EIV, third-party, and family-provided data and attempt to resolve the income discrepancy.

The PHA will use the most current verified income data and, if appropriate, historical income data to calculate anticipated annual income.

**If the PHA receives information from the EIV that a tenant is working and receiving income and when verified it is discovered that the tenant never worked at this employer, the tenant will be instructed to contact the Social Security Administration to report possible fraud. The PHA will also send a letter to the Social Security Administration.**

#### **D. EARNED INCOME**

##### **Types of Earned Income Included in Annual Income**

***Wages and Related Compensation.*** The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income [**24 CFR 5.609(b)(1)**].

For persons who regularly receive bonuses or commissions, the PHA will verify and then average current amounts received for the previous 12 months. The family may provide, and the PHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the PHA will count only the amount estimated by the employer.

***Some Types of Military Pay.*** All regular pay, special pay and allowances of a member of the Armed Forces are counted [**24 CFR 5.609(b)(8)**] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [**24 CFR 5.609(c)(7)**].

##### **Types of Earned Income Not Counted in Annual Income**

***Temporary, Nonrecurring, or Sporadic Income*** [**24 CFR 5.609(c)(9)**]. Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed. Such income is not counted.

***Children's Earnings.*** Employment income earned by children (including foster children) under the age of 18 years is not included in annual income [**24 CFR 5.609(c)(1)**]. (See **Eligibility Chapter** for a definition of *foster children*.)

***Certain Earned Income of Full-Time Students.*** Earnings in excess of \$480 for each full-time student 18 years old or older (except for the head, spouse, or cohead) are not counted [24 CFR 5.609(c)(11)]. To be considered “full-time,” a student must be considered “full-time” by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

***Income of a Live-in Aide.*** Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)]. (See **Eligibility Chapter** for a full discussion of live-in aides.)

***Income Earned under Certain Federal Programs.*** Income from some federal programs is specifically excluded from consideration as income [24 CFR 5.609(c)(17)], including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))
- Awards under the federal work-study program (20 U.S.C. 1087 uu)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

***Resident Service Stipend.*** Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed \$200 per individual 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, and serving as a member of the PHA’s Board of Directors. No resident may receive more than one such stipend during the same period of time [24 CFR 5.600(c)(8)(iv)].

***State and Local Employment Training Programs.*** Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v)].

The PHA defines *training program* as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period to time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education”

The PHA defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3-4].

In calculating the incremental difference, the PHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with the PHA's interim reporting requirements.

**HUD-Funded Training Programs.** Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

To qualify as a training program, the program must meet the definition of *training program* provided above for state and local employment training programs.

**Earned Income Tax Credit.** Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee's payroll check.

**Earned Income Disallowance.** The earned income disallowance for persons with disabilities is discussed in **Section 6-1.E** below.

#### **E. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES [24 CFR 5.617]**

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. The full text of 24 CFR 5.617 is included as Exhibit 6-4 at the end of this chapter. Eligibility criteria and limitations on the disallowance are summarized below.

##### **Eligibility**

This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the

economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].

- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

### **Calculation of the Disallowance**

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income."

The PHA defines *prior income*, or *prequalifying income*, as the family member's last certified income prior to qualifying for the EID.

The family member's prior, or prequalifying, income remains constant throughout the period that he or she is receiving the EID.

**Initial 12-Month Exclusion.** During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

**Second 12-Month Exclusion and Phase-In.** During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

**Lifetime Limitation.** The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.

During the 48-month eligibility period, the PHA will schedule and conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

### **F. BUSINESS INCOME [24 CFR 5.609(b)(2)]**

Annual income includes "the net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as

deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family” [24 CFR 5.609(b)(2)].

### **Business Expenses**

Net income is “gross income less business expense” [HCV GB, p. 5-19].

To determine business expenses that may be deducted from gross income, the PHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see **IRS Publication 535**], unless a topic is addressed by HUD regulations or guidance as described below.

### **Business Expansion**

HUD regulations do not permit the PHA to deduct from gross income expenses for business expansion.

*Business expansion* is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

### **Capital Indebtedness**

HUD regulations do not permit the PHA to deduct from gross income the amortization of capital indebtedness.

*Capital indebtedness* is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the PHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

### **Negative Business Income**

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

### **Withdrawal of Cash or Assets from a Business**

HUD regulations require the PHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of \$2,000 to help a business get started, the PHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

## Co-owned Businesses

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

## G. ASSETS [24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]

### Overview

There is no asset limitation for participation in the HCV program. However, HUD requires that the PHA include in annual income the "interest, dividends, and other net income of any kind from real or personal property" [24 CFR 5.609(b)(3)]. This section discusses how the income from various types of assets is determined. For most types of assets, the PHA must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this section discusses:

- How the value of the asset will be determined
- How income from the asset will be calculated

**Exhibit 6-1** provides the regulatory requirements for calculating income from assets [24 CFR 5.609(b)(3)], and **Exhibit 6-4** provides the regulatory definition of *net family assets* as well as a chart from the *HCV Guidebook* that summarizes asset inclusions and exclusions. This Section begins with a discussion of general policies related to assets and then provides HUD rules and PHA policies related to each type of asset.

### General Policies

#### *Income from Assets*

The PHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes the PHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months or (3) the PHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, the PHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

Anytime current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the PHA to show why the asset income determination does not represent the family's anticipated asset income.

#### *Valuing Assets*

The calculation of asset income sometimes requires the PHA to make a distinction between an asset's market value and its cash value.

- The market value of an asset is its worth (e.g., the amount a buyer would pay for real estate or the balance in an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash. Examples of acceptable costs include penalties

for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions [HCV GB, p. 5-28].

### ***Lump-Sum Receipts***

Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account) [RHIP FAQs]. (For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see Sections 6-I.H and 6-I.I.)

### ***Imputing Income from Assets [24 CFR 5.609(b)(3)]***

When net family assets are \$5,000 or less, the PHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of \$5,000, the PHA will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the current HUD-established passbook savings rate.

### ***Determining Actual Anticipated Income from Assets***

It may or may not be necessary for the PHA to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

### ***Withdrawal of Cash or Liquidation of Investments***

Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement fund.

### ***Jointly Owned Assets***

The regulation at 24 CFR 5.609(a)(4) specifies that annual income includes "amounts derived (during the 12-month period) from assets to which any member of the family has access."

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the PHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the PHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the PHA will prorate the asset evenly among all owners.

### ***Assets Disposed Of for Less than Fair Market Value [24 CFR 5.603(b)]***

HUD regulations require the PHA to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.

#### ***Minimum Threshold***

The *HVC Guidebook* permits the PHA to set a threshold below which assets disposed of for less than fair market value will not be counted [**HCV GB, p. 5-27**].

The PHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).

Assets placed by the family in nonrevocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

#### ***Separation or Divorce***

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

#### ***Foreclosure or Bankruptcy***

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

#### ***Family Declaration***

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. The PHA may verify the value of the assets disposed of if other information available to the PHA does not appear to agree with the information reported by the family.

#### **Types of Assets**

##### ***Checking and Savings Accounts***

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

In determining the value of a checking account, the PHA will use the average monthly balance for the last six months. If the average monthly balance is not available for the last six months, the PHA will use the current balance.

In determining the value of a savings account, the PHA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, the PHA will multiply the value of the account by the current rate of interest paid on the account.

***Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds***

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

In determining the market value of an investment account, the PHA will use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), the PHA will calculate asset income based on the earnings for the most recent reporting period.

***Equity in Real Property or Other Capital Investments***

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset [HCV GB, p. 5-25].

Equity in real property and other capital investments is considered in the calculation of asset income except for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR 5.603(b)]
- The value of a home currently being purchased with assistance under the HCV program Homeownership Option for the first 10 years after the purchase date of the home [24 CFR 5.603(b)]
- Equity in owner-occupied cooperatives and manufactured homes in which the family lives [HCV GB, p. 5-25]
- Equity in real property when a family member's main occupation is real estate [HCV GB, p. 5-25]. This real estate is considered a business asset, and income related to this asset will be calculated as described in Section 6-I.F.
- Interests in Indian Trust lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation [HCV GB, p. 5-25]

A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family

member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.

In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the PHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

### ***Trusts***

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

### ***Revocable Trusts***

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset [HCV GB, p. 5-25]. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

### ***Nonrevocable Trusts***

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate [24 CFR 5.603(b)]. (Periodic payments are covered in Section 6-I.H. Lump-sum receipts are discussed earlier in this section.)

### ***Retirement Accounts***

#### ***Company Retirement/Pension Accounts***

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, the PHA must know whether the money is accessible before retirement [HCV GB, p. 5-26].

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset [HCV GB, p. 5-26].

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate [HCV GB, p. 5-26], except to the extent that it represents funds invested in the account by the family member. (For more on periodic payments, see Section 6-I.H.) The balance in the account is counted as an asset only if it remains accessible to the family member.

### ***IRA, Keogh, and Similar Retirement Savings Accounts***

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty [HCV GB, p. 5-25].

### ***Personal Property***

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset [HCV GB, p. 5-25].

In determining the value of personal property held as an investment, the PHA will use the family's estimate of the value. However, the PHA also may obtain an appraisal if appropriate to confirm the value of the asset. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary items of personal property are not considered assets [24 CFR 5.603(b)].

Necessary personal property consists of items such as clothing, furniture, household furnishings, jewelry that is not held as an investment, and vehicles, including those specially equipped for persons with disabilities.

### ***Life Insurance***

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets [HCV GB 5-25]. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

## **H. PERIODIC PAYMENTS**

Periodic payments are forms of income received on a regular basis. HUD Regulations specify periodic payments that are and are not included in annual income.

### **Periodic Payments Included in Annual Income**

- Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions. However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family [24 CFR 5.609(b)(4) and (b)(3)].
- Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum [24 CFR 5.609(b)(4) and HCV, p. 5-14]

### **Lump-Sum Payments for the Delayed Start of a Periodic Payment**

Most lump sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income [CFR 5.609(b)(4)].

## **Periodic Payments Excluded from Annual Income**

- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone) [24 CFR 5.609(c)(2)]

The PHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency [HCV GB, p. 5-18].

- 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 [24 CFR 5.609(c)(16)]
- Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)]
- Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)]
- Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)]. *Note:* EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.
- Lump sums received as a result of delays in processing Social Security and SSI payments (see Section 6-I.J.) [24 CFR 5.609(b)(4)].

### **I. PAYMENTS IN LIEU OF EARNINGS**

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income [24 CFR 5.609(b)(5)] if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts [24 CFR 5.609(c)(3)]. (See also the discussion of periodic payments in Section 6-I.H and the discussion of lump-sum receipts in Section 6-I.G.)

### **J. WELFARE ASSISTANCE**

#### **Overview**

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

#### **Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]**

The PHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-5. The requirements are summarized below. This rule applies only if a family was receiving HCV assistance at the time the sanction was imposed.

### ***Covered Families***

The families covered by **24 CFR 5.615** are those “who receive welfare assistance or other public assistance benefits (‘welfare benefits’) from a State or other public agency (‘welfare agency’) under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance” [**24 CFR 5.615(b)**]

### ***Imputed Income***

When a welfare agency imposes a sanction that reduces a family’s welfare income because the family commits fraud or fails to comply with the agency’s economic self-sufficiency program or work activities requirement, the PHA must include in annual income “imputed” welfare income. The PHA must request that the welfare agency inform the PHA when the benefits of an HCV participant family are reduced. The imputed income is the amount the family would have received if the family had not been sanctioned.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [**24 CFR 5.615(b)(2)**].

### ***Offsets***

The amount of the imputed income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [**24 CFR 5.615(c)(4)**].

### **K. PERIODIC AND DETERMINABLE ALLOWANCES [**24 CFR 5.609(b)(7)**]**

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with an assisted family.

#### **Alimony and Child Support**

The PHA must count alimony or child support amounts awarded as part of a divorce or separation agreement.

The PHA will count court-awarded amounts for alimony and child support unless the PHA verifies that (1) the payments are not being made and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [**HCV GB, pp. 5-23 and 5-47**].

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

#### **Regular Contributions or Gifts**

The PHA must count as income regular monetary and nonmonetary contributions or gifts from persons not residing with an assisted family [**24 CFR 5.609(b)(7)**]. Temporary, nonrecurring, or sporadic income and gifts are not counted [**24 CFR 5.609(c)(9)**].

Examples of regular contributions include: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) "in-kind" contributions such as groceries and clothing provided to a family on a regular basis.

Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by the PHA. For contributions that may vary from month to month (e.g., utility payments), the PHA will include an average amount based upon past history.

#### **L. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME**

Other exclusions contained in **24 CFR 5.609(c)** that have not been discussed earlier in this chapter include the following:

- Reimbursement of medical expenses [24 CFR 5.609(c)(4)]
- The full amount of student financial assistance paid directly to the student or to the educational institution [24 CFR 5.609(c)(6)]
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]
- 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) [(24 CFR 5.609(c)(8)(ii)]
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)]
- Adoption assistance payments in excess of \$480 per adopted child [24 CFR 5.609(c)(12)]
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(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 [24 CFR 5.609(c)(16)]
- Amounts specifically excluded by any other federal statute [24 CFR 5.609(c)(17)]. HUD publishes an updated list of these exclusions periodically. It includes:
  - (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
  - (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
  - (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
  - (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
  - (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))

- (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (**29 U.S.C. 1552(b)**) (Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (**29 U.S.C. 2931**).)
- (g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (**Pub. L. 94-540, 90 Stat. 2503-04**)
- (h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (**25 U.S.C. 1407-1408**)
- (i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs (**20 U.S.C. 1087uu**)
- (j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (**42 U.S.C. 3056(f)**)
- (k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*, M.D.L. No. 381 (**E.D.N.Y.**)
- (l) Payments received under the Maine Indian Claims Settlement Act of 1980 (**25 U.S.C. 1721**)
- (m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (**42 U.S.C. 9858q**)
- (n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (**26 U.S.C. 32(j)**)
- (o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (**Pub. L. 95-433**)
- (p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (**42 U.S.C. 12637(d)**)
- (q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (**38 U.S.C. 1805**)
- (r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (**42 U.S.C. 10602**)
- (s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (**29 U.S.C. 2931**)

## PART II: ADJUSTED INCOME

### A. INTRODUCTION

#### Overview

HUD regulations require PHAs to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income. Mandatory deductions are found in **24 CFR 5.611**.

**5.611(a) Mandatory deductions. In determining adjusted income, the responsible entity [PHA] must deduct the following amounts from annual income:**

- (1) \$480 for each dependent;**
- (2) \$400 for any elderly family or disabled family;**
- (3) The sum of the following, to the extent the sum exceeds three percent of annual income:**
  - (i) Unreimbursed medical expenses of any elderly family or disabled family;**
  - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and**
- (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.**

This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in **Chapter 7**.

#### Anticipating Expenses

Generally, the PHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and nonschool periods and cyclical medical expenses), the PHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, the PHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The PHA may require the family to provide documentation of payments made in the preceding year.

### B. DEPENDENT DEDUCTION

A deduction of \$480 is taken for each dependent [ **24 CFR 5.611(a)(1)**]. *Dependent* is defined as any family member other than the head, spouse, or cohead who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [ **24 CFR 5.603(b)**].

**C. ELDERLY OR DISABLED FAMILY DEDUCTION**

A single deduction of \$400 is taken for any elderly or disabled family [24 CFR 5.611(a)(2)]. An *elderly family* is a family whose head, spouse, cohead, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403].

**D. MEDICAL EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i)]**

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or cohead is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].

**Definition of Medical Expenses**

HUD regulations define *medical expenses* at 24 CFR 5.603(b) to mean “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.”

The most current **IRS Publication 502, *Medical and Dental Expenses***, will be used to determine the costs that qualify as medical expenses.

<b>Summary of Allowable Medical Expenses from IRS Publication 502</b>	
<b>Services of medical professionals</b>	<b>Substance abuse treatment programs</b>
<b>Surgery and medical procedures that are necessary, legal, noncosmetic</b>	<b>Psychiatric treatment</b>
<b>Services of medical facilities</b>	<b>Ambulance services and some costs of transportation related to medical expenses</b>
<b>Hospitalization, long-term care, and in-home nursing services</b>	<b>The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)</b>
<b>Prescription medicines and insulin, but <u>not</u> nonprescription medicines even if recommended by a doctor</b>	<b>Cost and continuing care of necessary service animals</b>
<b>Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)</b>	<b>Medical insurance premiums or the cost of a health maintenance organization (HMO)</b>

**Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.**

### **Families That Qualify for Both Medical and Disability Assistance Expenses**

This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the PHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

### **E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]**

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

#### **Earned Income Limit on the Disability Assistance Expense Deduction**

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, the PHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When the PHA determines that the disability assistance expenses enable more than one family member to work, the expenses will be capped by the sum of the family members’ incomes.

#### **Eligible Disability Expenses**

Examples of auxiliary apparatus are provided in the *HCV Guidebook* as follows: “Auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work” [HCV GB, p. 5-30].

HUD advises PHAs to further define and describe auxiliary apparatus [VG, p. 30].

### ***Eligible Auxiliary Apparatus***

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

### ***Eligible Attendant Care***

The family determines the type of attendant care that is appropriate for the person with disabilities.

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, the PHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

### ***Payments to Family Members***

No disability assistance expenses may be deducted for payments to a member of an assisted family [24 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

### ***Necessary and Reasonable Expenses***

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

The PHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the PHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and the PHA will consider, the family's justification for costs that exceed typical costs in the area.

### ***Families That Qualify for Both Medical and Disability Assistance Expenses***

This policy applies only to families in which the head or spouse is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the PHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

## **F. CHILD CARE EXPENSE DEDUCTION**

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

### **Clarifying the Meaning of *Child* for This Deduction**

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family’s household [VG, p. 26].

For the purpose of child care expenses, the PHA defines **child** to include any foster children under the age of 13 living in an assisted family’s household [HCV GV, p.5-29].

### **Qualifying for the Deduction**

#### ***Determining Who Is Enabled to Pursue an Eligible Activity***

The family must identify the family member(s) enabled to pursue an eligible activity. The term *eligible activity* in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family’s request, the PHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

#### ***Seeking Work***

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the child care expense being allowed by the PHA.

#### ***Furthering Education***

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

#### ***Being Gainfully Employed***

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member’s employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

## **Earned Income Limit on Child Care Expense Deduction**

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 5.603(b)].

The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person with disabilities who receives the earned income disallowance (EID) or a full-time student whose earned income above \$480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person’s earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes \$15,000 but because of the EID only \$5,000 is included in annual income, child care expenses are limited to \$5,000.

The PHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30].

When the child care expense being claimed is to enable a family member to work, only one family member’s income will be considered for a given period of time. When more than one family member works during a given period, the PHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

## **Eligible Child Care Expenses**

The type of care to be provided is determined by the assisted family. The PHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

### *Allowable Child Care Activities*

**For school-age children, cost attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.**

**The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family’s unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.**

**If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, the PHA will prorate the costs and allow only that portion of the expenses that is attributable to a child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.**

### ***Necessary and Reasonable Costs***

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, the PHA will use the schedule of child care costs from the local welfare agency. Families may present, and the PHA will consider, justification for costs that exceed typical costs in the area.

## **PART III: CALCULATING FAMILY SHARE AND PHA SUBSIDY**

### **A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS**

#### **TTP Formula [24 CFR 5.628]**

HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between \$0 and \$50 that is established by the PHA

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-III.B.

The amount that a family pays for rent and utilities (the family share) will never be less than the family's TTP but may be greater than the TTP depending on the rent charged for the unit the family selects.

#### ***Welfare Rent [24 CFR 5.628]***

Welfare rent does not apply in this locality.

#### ***Minimum Rent [24 CFR 5.630]***

The minimum rent for this locality is \$50.00.

#### **Family Share [24 CFR 982.305(a)(5)]**

If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds the PHA's applicable payment standard: (1) the family will pay more than the TTP, and (2) at initial occupancy the PHA may not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income. The income used for this determination must have been verified no earlier than 120 days before the family's voucher was issued. (For a discussion of the application of payment standards, see **Section 6 C.**)

### **PHA Subsidy [24 CFR 982.505(b)]**

The PHA will pay a monthly housing assistance payment (HAP) for a family that is equal to the lower of (1) the applicable payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP. (For a discussion of the application of payment standards, see **Section 6 C.**)

### **Utility Reimbursement [24 CFR 982.514(b)]**

When the PHA subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider.

The PHA will make utility reimbursements to the family.

## **B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]**

### **Overview**

The PHA's minimum rent is \$50.00. If the PHA establishes a minimum rent greater than zero, the PHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If the PHA determines that a hardship exists, the family share is the highest of the remaining components of the family's calculated TTP.

### **HUD-Defined Financial Hardship**

Financial hardship includes the following situations:

- (1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

- (2) The family would be evicted because it is unable to pay the minimum rent.

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent to the owner or tenant-paid utilities.

- (3) Family income has decreased because of changed family circumstances, including the loss of employment.
- (4) A death has occurred in the family.

In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

**Implementation of Hardship Exemption**

***Determination of Hardship***

When a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the first of the month following the family's request.

The PHA then determines whether the financial hardship exists and whether the hardship is temporary (expected to last 90 days or less) or long-term.

When the minimum rent is suspended, the family share reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.

<b>Example: Impact of Minimum Rent Exemption</b>	
<b>Assume the PHA has established a minimum rent of \$35.</b>	
<b>Family Share – No Hardship</b>	<b>Family Share – With Hardship</b>
\$0 30% of monthly adjusted income	\$0 30% of monthly adjusted income
\$15 10% of monthly gross income	\$15 10% of monthly gross income
N/A Welfare rent	N/A Welfare rent
\$35 Minimum rent	\$35 Minimum rent
<b>Minimum rent applies.</b> <b>TTP = \$35</b>	<b>Hardship exemption granted.</b> <b>TTP = \$15</b>

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

The PHA will make the determination of hardship within 30 calendar days.

***No Financial Hardship***

If the PHA determines there is no financial hardship, the PHA will reinstate the minimum rent and require the family to repay the amounts suspended.

The PHA will require the family to repay the suspended amount within 30 calendar days of the PHA's notice that a hardship exemption has not been granted.

***Temporary Hardship***

If the PHA determines that a qualifying financial hardship is temporary, the PHA must suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family's request for a hardship exemption.

At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay the PHA the amounts suspended. HUD requires the PHA to offer a reasonable repayment agreement, on terms and conditions established by the PHA. The PHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

The PHA will enter into a repayment agreement in accordance with the procedures found in **Chapter 13** of this Plan.

### ***Long-Term Hardship***

If the PHA determines that the financial hardship is long-term, the PHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

The hardship period ends when any of the following circumstances apply:

- (1) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
- (2) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.
- (3) For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

## **C. APPLYING PAYMENT STANDARDS [24 CFR 982.505]**

### **Overview**

The PHA's schedule of payment standards is used to calculate housing assistance payments for HCV families. This section covers the application of the PHA's payment standards. The establishment and revision of the PHA's payment standard schedule are covered in **Chapter 15**.

*Payment standard* is defined as "the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family)" [24 CFR 982.4(b)].

The payment standard for a family is the lower of (1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under the PHA's subsidy standards [24 CFR 982.4(b)], or (2) the payment standard for the size of the dwelling unit rented by the family.

If the PHA has established an exception payment standard for a designated part of an FMR area and a family's unit is located in the exception area, the PHA must use the appropriate payment standard for the exception area.

The PHA is required to pay a monthly housing assistance payment (HAP) for a family that is the lower of (1) the payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP.

If during the term of the HAP contract for a family's unit, the owner lowers the rent, the PHA will recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit [HCV GB, p. 7-8].

### **Changes in Payment Standards**

When the PHA revises its payment standards during the term of the HAP Contract for a family's unit, it will apply the new payment standards in accordance with HUD Regulations.

#### ***Decreases***

If the amount on the payment standard schedule is decreased during the term of the HAP contract, the lower payment standard generally will be used beginning at the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard. The PHA will determine the payment standard for the family as follows:

**Step 1:** At the first regular reexamination following the decrease in the payment standard, the PHA will determine the payment standard for the family using the lower of the payment standard for the family unit size or the size of the dwelling unit rented by the family.

**Step 2:** The PHA will compare the payment standard from step 1 to the payment standard last used to calculate the monthly housing assistance payment for the family. The payment standard used by the PHA at the first regular reexamination following the decrease in the payment standard will be the higher of these two payment standards. The PHA will advise the family that the application of the lower payment standard will be deferred until the second regular reexamination following the effective date of the decrease in the payment standard.

**Step 3:** At the second regular reexamination following the decrease in the payment standard, the lower payment standard will be used to calculate the monthly housing assistance payment for the family unless the PHA has subsequently increased the payment standard, in which case the payment standard will be determined in accordance with procedures for increases in payment standards described below.

#### ***Increases***

If the payment standard is increased during the term of the HAP contract, the increased payment standard will be used to calculate the monthly housing assistance payment for the family beginning on the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard.

Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next annual reexamination [HCV GB, p. 7-8].

### ***Changes in Family Unit Size***

Irrespective of any increase or decrease in the payment standard, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard for the family beginning at the family's first regular reexamination following the change in family unit size.

### **Reasonable Accommodation**

If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, the PHA is allowed to establish a higher payment standard for the family within the basic range.

### **D. UTILITY ALLOWANCES [24 CFR 982.517]**

#### **Overview**

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy.

The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. The PHA must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection. Costs for telephone, cable/satellite TV, and Internet services are not included in the utility allowance schedule.

The cost of each utility and housing service must be stated separately by unit size and type. **Chapter 16 of the *HCV Guidebook*** provides detailed guidance to the PHA about establishing utility allowance schedules.

The PHA must use the appropriate utility allowance for the size of dwelling unit actually leased by a family rather than the voucher unit size for which the family qualifies using PHA subsidy standards. See **Chapter 5** for information on the PHA's subsidy standards.

#### **Reasonable Accommodation**

HCV program regulations require a PHA to approve a utility allowance amount higher than shown on the PHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, the PHA will approve an allowance for air-conditioning, even if the PHA has determined that an allowance for air-conditioning generally is not needed.

The family must request the higher allowance and provide the PHA with an explanation of the need for the reasonable accommodation and information about the amount of additional allowance required [**HCV GB, p. 18-8**].

#### **Utility Allowance Revisions**

The PHA must review its schedule of utility allowances each year, and must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised.

Revised utility allowances will be applied to a family's rent and subsidy calculations at the next annual reexamination that is effective after the allowance is adopted [**HCV GB, p. 18-9**].

### **E. PRORATED ASSISTANCE FOR MIXED FAMILIES [24 CFT 5.520]**

HUD Regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. Citizen or eligible immigrant and any number of ineligible family members. The PHA must prorate the assistance provided to a mixed family. The PHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible. For example, if the PHA subsidy for a family is calculated at \$500 and two of four family members are ineligible, the PHA subsidy would be reduced to \$250.

**EXHIBIT 6-1: ANNUAL INCOME INCLUSIONS**

**24 CFR 5.609**

*(a) Annual income means all amounts, monetary or not, which:*

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or**
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and**
- (3) Which are not specifically excluded in paragraph (c) 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 compensation for personal services;**
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;**

**(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;**

**(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);**

**(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);**

**(6) Welfare assistance payments.**

**(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:**

**(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31<sup>1</sup>; and**

**(B) Are not otherwise excluded under paragraph (c) of this section.**

**(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:**

**(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus**

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

**(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;**

**(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section)**

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<sup>1</sup> Text of 45 CFR 260.31 follows.

**HHS DEFINITION OF  
"ASSISTANCE"**

**45 CFR: GENERAL TEMPORARY  
ASSISTANCE FOR NEEDY FAMILIES**

**260.31 What does the term "assistance" mean?**

**(a)(1) The term "assistance" includes cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).**

**(2) It includes such benefits even when they are:**

**(i) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and**

**(ii) Conditioned on participation in work experience or community service (or any other work activity under 261.30 of this chapter).**

**(3) Except where excluded under paragraph (b) of this section, it also includes supportive services such as transportation and child care provided to families who are not employed.**

**(b) [The definition of "assistance"] excludes: (1) Nonrecurrent, short-term benefits that:**

**(i) Are designed to deal with a specific crisis situation or episode of need;**

**(ii) Are not intended to meet recurrent or ongoing needs; and**

**(iii) Will not extend beyond four months.**

**(2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);**

**(3) Supportive services such as child care and transportation provided to families who are employed;**

**(4) Refundable earned income tax credits;**

**(5) Contributions to, and distributions from, Individual Development Accounts;**

**(6) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and**

**(7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of [the Social Security] Act, to an individual who is not otherwise receiving assistance.**

**EXHIBIT 6-2: ANNUAL INCOME EXCLUSIONS**

24 CFR 5.609

*(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 payments 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 Sec. 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 publicly 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, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;**

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

**(9) Temporary, nonrecurring or sporadic income (including gifts);**

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

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

**(12) Adoption assistance payments in excess of \$480 per adopted child;**

**(13) [Reserved]**

**(14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.**

**(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;**

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

**(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under 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. [See the following chart for a list of benefits that qualify for this exclusion.]**

**Sources of Income Excluded by Federal Statute from Consideration as Income for Purposes of Determining Eligibility or Benefits**

**a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));**

**b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);**

**c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));**

**d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);**

**e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));**

**f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);**

**g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L- 94-540, 90 Stat. 2503-04);**

**h) The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);**

**i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);**

**j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));**

**k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);**

**l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);**

**m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);**

**n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));**

**o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);**

**p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));**

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

**r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and**

**s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).**

## EXHIBIT 6-3: TREATMENT OF FAMILY ASSETS

### 24 CFR 5.603(b) Net Family Assets

(1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

(2) 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 under Sec. 5.609.

(3) In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

(4) For purposes of determining annual income under Sec. 5.609, the term "net family assets" does not include the value of a home currently being purchased with assistance under part 982, subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home.

**EXHIBIT 6-4: EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES**

**24 CFR 5.617 Self-sufficiency incentives for persons with disabilities—Disallowance of increase in annual income.**

**(a) Applicable programs.** The disallowance of increase in annual income provided by this section is applicable only to the following programs: HOME Investment Partnerships Program (24 CFR part 92); Housing Opportunities for Persons with AIDS (24 CFR part 574); Supportive Housing Program (24 CFR part 583); and the Housing Choice Voucher Program (24 CFR part 982).

**(b) Definitions.** The following definitions apply for purposes of this section.

**Disallowance.** Exclusion from annual income.

**Previously unemployed** includes a person with disabilities who 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.

**Qualified family.** A family residing in housing assisted under one of the programs listed in paragraph (a) of this section or receiving tenant-based rental assistance under one of the programs listed in paragraph (a) of this section.

(1) 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;

(2) 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;  
or

(3) 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 temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. 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.

**(c) Disallowance of increase in annual income—**

(1) Initial twelve month exclusion. During the cumulative twelve 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 annual income attributable to employment, the responsible entity must exclude from annual income (as defined in the regulations governing the applicable program listed in paragraph (a) of this section) of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

**(2) Second twelve month exclusion and phase-in.** During the second cumulative twelve month period after 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 annual income attributable to employment, the responsible entity must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

**(3) Maximum four year disallowance.** The disallowance of increased income of an individual family member who is a person with disabilities as provided in paragraph (c)(1) or (c)(2) is limited to a lifetime 48 month period. The disallowance only applies for a maximum of twelve months for disallowance under paragraph (c)(1) and a maximum of twelve months for disallowance under paragraph (c)(2), during the 48 month period starting from the initial exclusion under paragraph (c)(1) of this section.

**(d) Inapplicability to admission.** The disallowance of increases in income as a result of employment of persons with disabilities under this section does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

**EXHIBIT 6-5: THE EFFECT OF WELFARE BENEFIT REDUCTION**

**24 CFR 5.615**

**Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.**

*(a) Applicability.* This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).

*(b) Definitions.* The following definitions apply for purposes of this section:

*Covered families.* Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

*Economic self-sufficiency program.* See definition at Sec. 5.603.

*Imputed welfare income.* The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

*Specified welfare benefit reduction.*

(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

(2) "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) because a family member has not complied with other welfare agency requirements.

*(c) Imputed welfare income.*

(1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.

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

(3) A family's annual income includes imputed welfare income in family annual income, as determined at the PHA's interim or regular reexamination of family income and composition, during the term of the

welfare benefits reduction (as specified in information provided to the PHA by the welfare agency).

(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed

(5) The PHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

*(d) Review of PHA decision.*

(1) **Public housing.** If a public housing tenant claims that the PHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the tenant written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. The PHA notice shall also state that if the tenant does not agree with the PHA determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review the PHA determination. The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on the PHA determination.

(2) **Section 8 participant.** A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review the PHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not

correctly calculated in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the family written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with the PHA determination, the family may request an informal hearing on the determination under the PHA hearing procedure.

*(e) PHA relation with welfare agency.*

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

(2) The PHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the PHA. However, the PHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

**(3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures.**

**The PHA shall be entitled to rely on the welfare agency notice to the PHA of the welfare agency's determination of a specified welfare benefits reduction.**

## CHAPTER 7

### VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 24 CFR 982.158; 24 CFR 5.617]

#### INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment/Family Share be verified by the Fayette County Housing Authority. 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 [24 CFR 982.516]**

The PHA will verify information through the four methods of verification acceptable to HUD in the following order:

- 1. Enterprise Income Verification (EIV) whenever available**
- 2. Third-party Written Verification**
- 3. Third-party Oral Verification**
- 4. Review of Documents**
- 5. Self-Certification**

The PHA will allow **ten (10) calendar days** for return of third-party verifications and 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 **120** days old at the time of Voucher issuance.

#### **B. ENTERPRISE INCOME VERIFICATION (EIV)**

Enterprise Income Verification (EIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. EIV will be used to the extent that these systems are available to the PHA.

The PHA will inform all applicants and participants of its use of the following EIV resources during the admission and reexamination process:

HUD's EIV system (when it is available to the PHA)

**The PHA must restrict access to and safeguard EIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.**

**There may be legitimate differences between the information provided by the family and EIV-generated information. No adverse action can be taken against a family until the PHA has independently verified the EIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the PHA.**

#### **Definition of Substantial Difference**

EIV information is used differently depending upon whether there is a *substantial difference* between information provided by the family and the EIV information. In "HUD Guidelines for Projecting Annual Income When EIV Data is Available" [HUD website, April 2004], HUD recommends using \$200 per month as the threshold for a substantial difference. The PHA will therefore use \$200 per month as the threshold for a substantial difference.

See Chapter 6 for the PHA's policy on the use of EIV to project annual income and for the PHA's threshold for substantial difference.

#### **When No Substantial Difference Exists**

If EIV information does not differ substantially from family information, the EIV documentation may serve as third-party written verification.

#### **When a Substantial Difference Exists**

When there is a substantial difference between the information provided by the EIV source and the family, the PHA must request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s).

#### **Use of HUD's Enterprise Income Verification (EIV) System**

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for participant families. HUD requires the PHA to use the EIV system when available. The following policies will apply when the PHA has access to HUD's EIV system.

The EIV system contains two main components: tenant income data reports and "exceeds threshold" reports.

## **Tenant Income Data (TID) Reports**

The data shown on TID reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

The PHA will obtain TID reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

TID reports will be compared to family-provided information as part of the annual reexamination process. TID reports may be used in the calculation of annual income, as described in Chapter 6 C. TID reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between TID reports and family-provided information will be resolved as described in Chapter 6 C. and in this chapter.

TID reports will be used in interim reexaminations when it is necessary to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits, and to verify that families claiming zero income are not receiving income from any of these sources.

TID reports will be retained in participant files with the applicable annual or interim reexamination documents.

When the PHA determines through TID reports and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity.

### **C. 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 verification forms will not be hand carried by the family unless it is not possible to have the forms mailed or sent electronically to the PHA.

The PHA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- **Social Security Administration**
- **Veterans Administration**
- **Welfare Assistance**
- **Unemployment Compensation Board**

- **City or County Courts**

#### **D. 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 complete a Certification of Document Viewed or Person Contacted form, noting 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 **ten (10) calendar days**, the PHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

- **All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, Staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form or document.**
- **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 print-outs 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.

The PHA will accept photocopies.

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 thirty (30) days because a third party information provider does not return the verification in a timely manner.**

## **E. SELF-CERTIFICATION/SELF-DECLARATION**

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/affidavit/certification/statement under penalty of perjury.**

## **F. RELEASE OF INFORMATION [24 CFR 5.230]**

Adult family members, 18 years of age and older, will be required to sign the HUD 9886 Release of Information/Privacy Act form.

In addition, family members 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/Privacy Act Notice.

**Each member requested to consent to the release of specific 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 to sign consent forms requested by the PHA or HUD.

## **G. COMPUTER MATCHING**

For some time, HUD has conducted a computer matching initiative to independently verify resident income. HUD can access income information and compare it to information submitted by PHAs on the 50058 form. HUD can disclose Social Security information to PHAs, but is precluded by law from disclosing Federal tax return data to PHAs. If HUD receives information from Federal tax return data indicating a discrepancy in the income reported by the family, HUD will notify the family of the discrepancy. The family is required to disclose this information to the PHA (**24 CFR 5.240**). HUD's letter to the family will also notify the family that HUD has notified the PHA in writing that the family has been advised to contact the PHA. HUD will send the PHA a list of families who have received "income discrepancy" letters. When the PHA receives notification from HUD that a family has been sent an "income discrepancy" letter, the PHA will:

Wait 40 days after the date of notification before contacting tenant. The PHA will contact the tenant by mail, asking the family to promptly furnish any letter or other notice by HUD concerning the amount or verification of family income.

When the family provides the required information, the PHA will verify the accuracy of the income information received from the family, review the PHA's interim recertification policy, will identify unreported income, will charge retroactive rent as appropriate, and change the amount of rent or terminate assistance, as appropriate, based on the information.

**If tenant fails to respond to PHA:**

The PHA will ask HUD to send a second letter.

After an additional 40 days, the PHA will ask HUD to send a third letter.

After an additional 40 days, the PHA will send a letter to the head of household, warning of the consequences if the family fails to contact the PHA within two weeks.

**If the tenant claims a letter from HUD was not received:**

The PHA will ask HUD to send a second letter with a verified address for the tenant.

After 40 days, the PHA will contact the tenant family.

If the tenant family still claims they have not received a letter, the PHA will ask HUD to send a third letter.

After an additional 40 days, the PHA will set up a meeting with the family to complete IRS forms 4506 and 8821.

If the tenant family fails to meet with the PHA or will not sign the IRS forms, the PHA will send a warning letter to the head of household, notifying the family that termination proceedings will begin within one week if the tenant fails to meet with the PHA and/or sign forms.

**If tenant does receive a discrepancy letter from HUD:**

The PHA will set up a meeting with the family.

If the family fails to attend the meeting, the PHA will reschedule the meeting.

If the family fails to attend the second meeting, the PHA will send a termination warning.

The family must bring the original HUD discrepancy letter to the PHA.

**If tenant disagrees with the Federal tax data contained in the HUD Discrepancy Letter:**

The PHA will ask the tenant to provide documented proof that the tax data is incorrect.

If the tenant does not provide documented proof, the PHA will obtain proof to verify the Federal tax data using third party verification.

**H. ITEMS TO BE VERIFIED [24 CFR 982.516]**

All income not specifically excluded by the regulations.

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 actively seek work, 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 for a disabled member of the family, which allow an **adult** family member to be employed.

Disability for determination of preferences, allowances or deductions.

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.

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.

## **I. VERIFICATION OF INCOME [24 CFR 982.516]**

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**

**Year to date earnings**

**Estimated income from overtime, tips, bonus pay expected during next 12 months**

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.

2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.
3. W-2 forms plus income tax return forms.
4. Income Tax Returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities. **[For some self employment types, where there is the potential for substantial income, self-certification should be unacceptable]**

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service 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:

1. Benefit verification form completed by agency providing the benefits.
2. Award or benefit notification letters prepared and signed by the providing agency.
3. Computer report electronically obtained or in hard copy.

### **Unemployment Compensation**

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.
3. Payment stubs.

### **Welfare Payments or General Assistance**

Acceptable methods of verification include, in this order:

1. PHA verification form completed by payment provider.
2. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.

3. Computer-generated Notice of Action.
4. Computer-generated list of recipients from Welfare Department.

### **Alimony or Child Support Payments**

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. A notarized letter from the person paying the support.
3. Copy of latest check and/or payment stubs from Court Trustee. PHA must record the date, amount, and number of the check.
4. 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**

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:

1. 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.

2. Audited or unaudited financial statement(s) of the business.
3. Credit report or loan application.
4. 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.
5. Family's self-certification as to net income realized from the business during previous years.

### **Child Care Business**

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the PHA will 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.

If the family has filed a tax return, the family will be required to provide it.

The PHA will conduct interim reevaluations every 90 days and require the participant to provide a log with the information about customers and income.

If child care services were terminated, a third-party verification will 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 forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household and complete the PHA Zero Income Form. Information will be reviewed and updated every 90 days.

The PHA will request information from the State Employment Development Department, if available.

The PHA will run an EIV Report if information is received that indicates the family has an unreported income source.

### **Full-time Student Status**

Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income.

Financial aid, scholarships and grants are not counted towards family income.

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.

## **J. INCOME FROM ASSETS [24 CFR 982.516]**

### **Savings Account Interest Income and Dividends**

Acceptable methods of verification include, in this order:

1. Account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution.
2. 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.
3. 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**

Acceptable methods of verification include, in this order:

1. 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.)
2. 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**

Acceptable methods of verification include, in this order:

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. 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.
4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

## **K. VERIFICATION OF ASSETS**

### **Family Assets**

The PHA will require the information necessary 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).

Acceptable verification may include any of the following:

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.

**L. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**  
**[24 CFR 982.516]**

**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, 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 one or more 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 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 of payments 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 invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record 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 prescription drugs and regular visits to doctors or dentists.

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 [24 CFR 5.611(c)]**

**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.

#### **M. VERIFYING NON-FINANCIAL FACTORS [24 CFR 5.617(b)(2)]**

##### **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.

- \* **Certificate of Birth, Naturalization Papers**
- \* **Church Issued Baptismal Certificate**
- \* **Current, valid Driver's License**
- \* **U.S. Military Discharge (DD 214)**
- \* **U.S. Passport**
- \* **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:

- \* **Certificate of Birth**
- \* **Adoption papers**
- \* **Custody agreement**
- \* **Health and Human Services ID**
- \* **School records**

**If none of these documents can be provided, a third party who knows the person may, at the PHA's discretion, provide a verification.**

**Verification of Marital Status**

**This would be used to determine spouse for income and 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 or other records.

Verification of marriage status is a Marriage License.

**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**

**Verification of Permanent Absence of Family Member**

If an adult member who was formerly a member of the household 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.

Order of protection/restraining order obtained by one family member against another.

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 correctional facility should be obtained stating how long they will be incarcerated.

If no other proof can be provided, the PHA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

### **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 [24 CFR 5.508, 5.510, 5.512, 5.514]**

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.

Acceptable documentation will include at least one of the following original documents:

**United States Birth Certificate**

**United States Passport**

**Resident/Alien Registration Card**

**Social Security Card**

**Other appropriate documentation as determined by the PHA**

**Eligible Immigrants aged 62 or over** are required to sign a Declaration of Eligible Immigration Status and provide proof of age.

**Non-citizens 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.

**Non-Citizen 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.

For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in.

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 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.

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, unless the ineligible individual has already been considered in prorating the family's assistance.

### **Verification of Social Security Numbers [24 CFR 5.216]**

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 social security number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the social security card information provided is/are complete and accurate:

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 social security 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 an additional 60 days 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 to this effect.

### **Medical Need for Larger Unit**

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

# AUTHORIZATION FOR RELEASE OF INFORMATION

## CONSENT:

I authorize and direct any Federal, State, or local agency, organization, business, or individual to release to the **FAYETTE COUNTY HOUSING AUTHORITY (HA)** any information or materials needed to complete and verify my application for participation, or to maintain my continued occupancy under the Section 8, Public Housing, or any other housing assistance program. I understand and agree that this Authorization or the information obtained with its use may be given to and used by the U.S. Department of Housing and Urban Development (HUD) in administering and enforcing program rules and policies.

I also consent for the HA to release information from my file about my rental history to HUD, credit bureaus, collection agencies, or future landlords. This includes records on my payment history, and any violations of my lease or HA Policies.

## INFORMATION COVERED:

I understand that, depending on program policies and requirements, previous or current information regarding me or my household may be needed. Verifications and inquiries that may be requested, include, but are not limited to:

<b>Identity and Marital Status</b>	<b>Employment, Income, and Assets</b>
<b>Residence and Rental Activity</b>	<b>Child Care Allowance</b>
<b>Credit, Drug-Related and Criminal Activity</b>	

I understand that this Authorization cannot be used to obtain any information about me that is not pertinent to my eligibility and continued participation in a housing assistance program.

## GROUPS OR INDIVIDUALS THAT MAY BE ASKED:

The groups or individuals that may be asked to release the above information (depending on program requirements) include, but not limited to:

Previous Landlords (Including Public Housing Agencies)	Welfare Agencies
Credit Providers and Credit Bureaus	State Unemployment Agencies
Utility Companies	Court and Post Offices
Social Security Administration	Social Service Agencies
Schools and Colleges	Child Care Providers
Veterans Pension	Law Enforcement Agencies
Past and Present Employers	Retirement Systems
Support and Alimony Providers	Banks and Financial Institutions
Out of Pocket Prescription Drug Expenses	Out of Pocket Medical Expenses

## CONDITIONS:

I agree that a photocopy of this Authorization may be used for the purpose stated above. The original of this Authorization is on file with the HA and will stay in effect for 15 months from the date signed. I understand that I have a right to review my file and correct any information that I can prove is incorrect.

## SIGNATURES:

Print Name	Social Security No.	Signature	Date

Fayette County Housing Authority  
Section 8 Department  
624 Pittsburgh Road  
Uniontown, PA 15401

Phone No. 724- 434-2135, 724-434-2118, 724-434-2100

Anniversary Date:

Revised November 2005



# FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road  
Uniontown, PA 15401

## CHILD CARE COST VERIFICATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Whom It May Concern:

We are required to verify child care costs of all members of families applying for or participating in Fayette County Housing Authority programs. To comply with these requirements, we ask your cooperation in completing this form. We will keep this information in strict confidence and use it only to determine the eligibility status and rent of the family. Your prompt return of this letter will be appreciated. If you have any questions, please call me at (724)

Sincerely,

Fayette County Housing Authority

Applicant/Tenant's Name \_\_\_\_\_

I hereby certify that I provide child care (name of child/children cared for under age 13) \_\_\_\_\_, who reside in the household of \_\_\_\_\_

I care for the child/children so that a family member can: \_\_\_\_\_ Work \_\_\_\_\_ Attend School.

I will be caring for the child/children \_\_\_\_\_ hours per week, \_\_\_\_\_ weeks of the year,  
and I will be paid:

_____ Once per week	Amount per week \$ _____
_____ Every 2 weeks	Amount per 2 weeks \$ _____
_____ Once per month	Amount per month \$ _____

Name of child care provider \_\_\_\_\_  
(Please Print)

Signature of child care provider \_\_\_\_\_

Phone Number of Child Care Provider \_\_\_\_\_ Date \_\_\_\_\_

I hereby authorize the release of the requested information to the Fayette County Housing Authority.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road  
Uniontown, PA 15401

CHILD SUPPORT INCOME VERIFICATION

Fayette County Domestic Relations  
Fayette County Court House  
22 E. Main Street  
Uniontown, PA 15401

To Whom It May Concern:

We are required to verify the incomes of family members applying for or participating in the Fayette County Housing Authority programs. To comply with these requirements, we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only in determining the eligibility status and rent of the family.

Your prompt return of this letter will be appreciated. If you have any questions, please our Office at (724)

Sincerely,

Fayette County Housing Authority

Applicant's Name: \_\_\_\_\_

Applicant's SSN: \_\_\_\_\_

1. Name of Person Paying Child Support: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

2. Amount of Child Support, Per Month: \_\_\_\_\_

3. Remarks: \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

I hereby authorize the release of the requested information to the Fayette County Housing Authority.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road  
Uniontown, PA 15401

DISABILITY/WORKMAN'S COMPENSATION INCOME VERIFICATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Whom It May Concern:

We are required to verify the incomes of family members applying for or participating in Fayette County Housing Authority programs. To comply with these requirements, we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only in determining the eligibility status and rent of the family.

Your prompt return of this letter will be appreciated. If you have any questions, please call me at (724)

Sincerely,

Fayette County Housing Authority

Applicant/Tenant's Name: \_\_\_\_\_  
Applicant/Tenant's SSN: \_\_\_\_\_  
Applicant/Tenant's Claim Number: \_\_\_\_\_

Gross weekly payment \$ \_\_\_\_\_  
Is Claimant eligible for further benefits Yes \_\_\_\_\_ No \_\_\_\_\_  
Date of initial payment \_\_\_\_\_  
Duration of benefits \_\_\_\_\_  
Termination date of benefits \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_ PHONE NO. \_\_\_\_\_  
DATE \_\_\_\_\_

I hereby authorize the release of the requested information to the Fayette County Housing Authority.

\_\_\_\_\_  
SIGNATURE DATE

FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road  
Uniontown, PA 15401

EMPLOYMENT INCOME VERIFICATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Whom It May Concern:

We are required to verify the income of all members of families applying for or participating in the Fayette County Housing Authority programs. To comply with these requirements, we ask your cooperation in completing this form. We will keep this information in strict confidence and use it only to determine the eligibility status and rent of the family.

Your prompt return of this letter will be appreciated. If you have any questions, please call me at (724)

Sincerely,

Fayette County Housing Authority

-----  
Applicant/Tenant's Name: \_\_\_\_\_

Applicant/Tenant's SSN: \_\_\_\_\_  
-----

1. Employed since: \_\_\_\_\_ Occupation: \_\_\_\_\_

*If no longer employed, last day of work:* \_\_\_\_\_

2. Salary: Base pay rate: Per hour: \$ \_\_\_\_\_ Per week: \$ \_\_\_\_\_ Per month: \$ \_\_\_\_\_

Average hours per week at base pay rate: \_\_\_\_\_

Overtime pay rate: \$ \_\_\_\_\_

Expected average number of hours overtime worked per week during next 12 months: \_\_\_\_\_

Any other compensation not included above (specify for commissions, bonuses, tips, etc.)-

For \_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_

3. Is pay received for Vacation (Y/N): \_\_\_\_\_ Number of days per year: \_\_\_\_\_

4. Total Base Pay Earned Last 12 months: \$ \_\_\_\_\_

Total Overtime Earned Last 12 months: \$ \_\_\_\_\_

\_\_\_\_\_  
*Firm Name*

\_\_\_\_\_  
*Signature/Title*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Date*

-----  
I hereby authorize the release of the requested information to the Fayette County Housing Authority.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road  
Uniontown, PA 15401

PENSION & ANNUITY VERIFICATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Whom It May Concern:

We are required to verify the incomes of all family members applying for or participating in Fayette County Housing Authority programs. To comply with these requirements, we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only in determining the eligibility status and rent of the family.

Your prompt return of this letter will be appreciated. If you have any questions, please our Office at (724)

Sincerely,

Fayette County Housing Authority

Applicant/Tenant's Name: \_\_\_\_\_

Applicant/Tenant's SSN: \_\_\_\_\_

Current monthly gross amount of pension or annuity: \$ \_\_\_\_\_

Deduction from gross for medical insurance premium: \$ \_\_\_\_\_

Date of initial award: \_\_\_\_\_

Effective date of current amount \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Phone Number*

I hereby authorize the release of the requested information to the Fayette County Housing Authority.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road  
Uniontown, PA 15401

## PUBLIC ASSISTANCE VERIFICATION STATEMENT

Fayette County Board of Assistance  
41 W. Church Street  
Uniontown, PA 15401

To Whom It May Concern:

We are required to verify the incomes of family members applying for or participating in Fayette County Housing Authority programs. To comply with these requirements, we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only in determining the eligibility status and rent of the family.

Your prompt return of this letter will be appreciated. If you have any questions, please call me at (724)

Sincerely,

Fayette County Housing Authority

-----  
Applicant/Tenant's Name \_\_\_\_\_  
Applicant/Tenant's Social Security Number \_\_\_\_\_ Case No. \_\_\_\_\_  
Number in Family \_\_\_\_\_ RATE PER MONTH  
Monthly TANF \_\_\_\_\_ \$ \_\_\_\_\_  
General Assistance \_\_\_\_\_ \$ \_\_\_\_\_

If not receiving Public Assistance because of sanction (result of fraud, failure to participate in a required program or failure to comply with a work requirement), verify person sanctioned, date of sanction and amount they would have qualified for.

Person Sanctioned \_\_\_\_\_ Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Other Income: Source \_\_\_\_\_ \$ \_\_\_\_\_

\*\*Child Support Pass Through Payment \$ \_\_\_\_\_

Monthly \_\_\_\_\_ Sporadically \_\_\_\_\_ IF SPORADIC, PLEASE STATE AMOUNT RECEIVED FOR THE  
PAST SIX (6) MONTHS \$ \_\_\_\_\_

If sporadic, please explain \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE/TITLE PHONE NUMBER DATE

-----  
I hereby authorize the release of the requested information to the Fayette County Housing Authority.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

*FAYETTE COUNTY HOUSING AUTHORITY*

624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 434-2118

I understand and agree that a Credit & Reference Check will be completed for myself and anyone over age 18 in my household.

\_\_\_\_\_  
Head of Household & Date

\_\_\_\_\_  
Spouse & Date

\_\_\_\_\_  
Other Family Member of age 18

\_\_\_\_\_  
Other Family Member of age 18

\_\_\_\_\_  
F.C.H.A. Representative

FAYETTE COUNTY HOUSING AUTHORITY

POLICE RECORD VERIFICATION

Sheriff's Office
Fayette County Court House
Uniontown, PA 15401

Program
T.S.
Sect. 8

Head of Household

Dear Sir/Madam:

Our Tenant Selection/Section 8 Policy obliges us to verify certain information about all members of families for admission to our developments. To comply with this requirement, we ask your cooperation in supplying information of the criminal record of the person listed below. This information will be used to determine whether this individual can be accepted for admission.

If you have any questions, please call our office at (724) 434-2118.

Fayette County Housing Authority

Family Member Name:

Maiden Name:

Other Name:

Social Security Number:

Date of Birth:

Race:

Sex:

Place of Birth:

FOR ISSUING AUTHORITY ONLY:

[ ] NO CRIMINAL RECORD

[ ] HAS A CRIMINAL RECORD

Certified By

Phone Number

Date

I hereby authorize the release of the requested information.

SIGNATURE

DATE

**POLICE CHECK/CREDIT CHECK**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Birthdate

\_\_\_\_\_  
Most recent address

\_\_\_\_\_  
Social Security Number

**TO BE ADDED TO:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Head of Household

Relationship of person being added to lease \_\_\_\_\_

*(For Public Housing use only)*

Has this person ever been in this Household before?  Yes  No

If yes, reason for leaving \_\_\_\_\_

\_\_\_\_\_  
Manager's/Management Aide Signature

Dec-02

**POLICE CHECK/CREDIT CHECK**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Birthdate

\_\_\_\_\_  
Most recent address

\_\_\_\_\_  
Social Security Number

**TO BE ADDED TO:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Head of Household

Relationship of person being added to lease \_\_\_\_\_

*(For Public Housing use only)*

Has this person ever been in this Household before?  Yes  No

If yes, reason for leaving \_\_\_\_\_

\_\_\_\_\_  
Manager's/Management Aide Signature

Dec-02

**FAYETTE COUNTY HOUSING AUTHORITY**

Administration Office  
Tenant Selection Department  
624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 434-2117 or (724) 434-2116

**VERIFICATION OF ABILITY AND WILINGNESS TO COMPLY  
WITH FAYETTE COUNTY HOUSING AUTHORITY LEASE TERMS**

Name of Applicant \_\_\_\_\_ File Number \_\_\_\_\_

1. Please briefly describe your relationship and/or involvement with the above-named Applicant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. If you represent an agency please indicate the name and address of the agency:

\_\_\_\_\_  
\_\_\_\_\_

3. How long have you know/been involved with the Applicant?

Years \_\_\_\_\_ Months \_\_\_\_\_ Weeks \_\_\_\_\_

4. Can you give a personal or professional opinion about the Applicant's ability to comply with a public housing lease?  YES  NO If no, whom may we contact to determine potential lease compliance?

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

5. Dates of Applicant's affiliation/tenancy with you/your agency: From \_\_\_\_\_ To \_\_\_\_\_

6. Does the Applicant have a lease/occupancy agreement?  YES  NO

7. Does the Applicant share your home?  YES  NO

**8. Rent Payment**

A. Amount of monthly rent (if any): \$ \_\_\_\_\_

B. Does (did) Applicant pay rent on time?  YES  NO

C. Has (had) he/she ever paid late?  YES  NO

How late \_\_\_\_\_ How often \_\_\_\_\_

D. Have (had) you ever begun/completed eviction for nonpayment?  YES  NO

E. Do you provide any of the utilities for the unit?  YES  NO

F. Have tenant-paid utilities ever been disconnected?  YES  NO

G. If the Applicant paid no rent, has the Applicant made other regular payment while living with you (e.g. utility or telephone bill)?  YES  NO

Please describe your reasons for believing the Applicant will pay rent: \_\_\_\_\_

---

### 9. Caring For The Unit

A. Does (did) the Applicant keep the unit clean, safe and sanitary?  YES  NO

B. Has (had) the Applicant damaged the unit?  YES  NO

Describe: \_\_\_\_\_

Cost to repair: \_\_\_\_\_ How often: \_\_\_\_\_

C. Has (had) the Applicant paid for the damage?  YES  NO

D. Will (did) you keep any security deposit (if applicable)?  YES  NO

E. Did the Applicant have problem with insect/rodent infestation?  YES  NO

F. Did the Applicant's housekeeping contribute to infestation?  YES  NO

### 10. General Lease Compliance

A. Is (was) the Applicant listed on the lease or occupancy agreement for the unit?  YES  NO

B. Does (did) the Applicant permit persons other than those on the lease to live in the unit on a regular basis?

C. Has (had) the Applicant, family members or guests damage d or vandalized the common areas?  
 YES  NO

D. Does (did) the Applicant, family members or guests create any physical hazards to the property or other persons?  YES  NO

Describe: \_\_\_\_\_

E. Does (did) the Applicant, family members or guests interfere with the rights and quiet enjoyment of other persons?  YES  NO

Describe: \_\_\_\_\_

F. Have the Applicant, family members or guests engaged in any criminal activity, including drug-related criminal activity, on the property?  YES  NO

G. Is the Applicant, family members or guest currently involved in the use or sale of illegal drugs, or has there been involvement in the recent past?  YES  NO

H. Has (had) the Applicant given you any false information?  YES  NO

Describe: \_\_\_\_\_

I. Has (had) the Applicant, family members or guests acted in a physically violent and/or verbally abusive manner toward other persons including staff?  YES  NO

Describe: \_\_\_\_\_

- J. Can the Applicant be expected to comply with contractual duties, such as making timely rent and utility payments, maintaining an apartment in a safe and sanitary condition, and respecting the rights of his/her neighbors?  YES  NO

**11. Ability to Comply with Lease Terms: Need For Assistance**

In your best professional and personal opinion can the Applicant perform the following activities that relate to lease compliance alone, or is assistance needed?

<u>Activity</u>	<u>Can Perform Alone</u>	<u>Needs Assistance</u>
Keep unit clean, sanitary and hazard-free	<input type="checkbox"/>	<input type="checkbox"/>
Avoid destruction of property	<input type="checkbox"/>	<input type="checkbox"/>
Manage finances/pay rent	<input type="checkbox"/>	<input type="checkbox"/>
Make timely utility payments	<input type="checkbox"/>	<input type="checkbox"/>
Respond to mail	<input type="checkbox"/>	<input type="checkbox"/>
Report income/status changes	<input type="checkbox"/>	<input type="checkbox"/>
Follow appropriate rules	<input type="checkbox"/>	<input type="checkbox"/>
Avoid disturbing neighbors	<input type="checkbox"/>	<input type="checkbox"/>
Avoid criminal activity	<input type="checkbox"/>	<input type="checkbox"/>

12. To your knowledge, will the Applicant have reliable assistance with the activities noted above as needing assistance if admitted to the Public Housing Program?  YES  NO

13. Does the Applicant live alone and comply with a lease now?  YES  NO

14. In your opinion, can the applicant comply with a lease in a Public Housing Apartment?

YES  NO

Describe: \_\_\_\_\_

\_\_\_\_\_  
Name of person completing this form

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of person completing this form

\_\_\_\_\_  
Agency/Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency/Business Phone Number

**APPLICANT RELEASE**

I, \_\_\_\_\_ hereby authorize the release of the information requested on this form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# FAYETTE COUNTY HOUSING AUTHORITY

Administration Office  
Tenant Selecting Department  
624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 434-2117 or (724) 434-2116

## ABILITY TO COMPLY WITH LEASE TERMS

This form is only to be completed if landlord verifications are unavailable. It is to be completed for every Applicant without landlord references.

INSTRUCTIONS: The questions in Section I are to be asked at the interview. The questions in Section II are to be completed by the interviewer.

Statement to Applicant: We need to ask you some questions to see how you are getting along where you live now and how you will get along if you move into one of our apartments.

Applicant Name: \_\_\_\_\_ File # \_\_\_\_\_

Interviewer Name: \_\_\_\_\_ Date: \_\_\_\_\_

### I. QUESTIONS FOR APPLICANTS ON CARING FOR CURRENT RESIDENCE

1. Do you care for your current room, house or apartment?  YES  NO

If no, who helps you care for your current room, house or apartment?

Name and phone # \_\_\_\_\_

2. Can you keep an apartment clean enough to avoid health or sanitation problems and conditions that contribute to insect or rodent infestation?  YES  NO

3. Have you damaged or destroyed anything in your current room, house or apartment?  YES  NO

If yes, please explain what happened and why: \_\_\_\_\_

### MEETING FINANCIAL OBLIGATIONS, ESPECIALLY RENT

1. Do you pay rent where you are currently living?  YES  NO

2. If no, do you make any regular payments (car loan, installment loan, credit-card, utility bills, other \_\_\_\_\_?)  YES  NO

4. 3. If you make no regular payments, how can we verify your ability to make rent payments in the future?

---

4. Do you pay your own bills at this time?  YES  NO  
If no, who currently pays your bills?

Name and phone # \_\_\_\_\_

#### REPORTING CHANGES IN INCOME OR FAMILY STATUS

1. Can you report changes in income or family status?  YES  NO

If no, please explain why not \_\_\_\_\_

2. Can you respond to notices that are mailed to you at your home?  YES  NO

If no, how should we get in touch with you? \_\_\_\_\_

#### FOLLOWING APPROPRIATE RULES

1. Do you have a lease where you live now?  YES  NO

2. If yes, with whom is your current lease? Name and phone # \_\_\_\_\_

---

5. 3. If no, whom may we contact to verify your responsibilities of occupancy?

Name and phone # \_\_\_\_\_

4. If no, are there rules of tenancy where you now live?  YES  NO

5. If there are such rules where you now live, do you have any trouble following them?  YES  NO

If yes, please explain \_\_\_\_\_

#### AVOIDING DISTURBING THE NEIGHBORS

1. Are there neighbors near where you presently live?  YES  NO

2. Do you have any trouble getting along with your neighbors where you live now?  YES  NO

If yes, please explain \_\_\_\_\_

3. Have you or any family members ever engaged in physical violence toward your neighbors, landlord, or landlord's staff?  YES  NO

If yes, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Have you or any family members ever engaged in verbal abuse (threats, swearing, etc.) toward your neighbors, housing provider, or staff?  YES  NO

If yes, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### AVOIDING CRIMINAL ACTIVITY

1. Have you or any family members listed on this application been involved in any criminal activity that might adversely affect the health, safety or welfare of Public Housing Authority Tenants if it happened at the Public Housing Authority?  YES  NO

Examples of Criminal Activity include but are not limited to

- |                                      |   |
|--------------------------------------|---|
| 1. Homicide/Murder                   | 7. Drug Trafficking/Use/Possession                |
| 2. Rape or child molesting           | 8. Child Abuse/Domestic Violence                  |
| 3. Burglary/Robbery/Larceny          | 9. Public Intoxication/Drunk & Disorderly Conduct |
| 4. Threats or Harassment             | 10. Receiving Stolen Goods                        |
| 5. Destruction of Property/Vandalism | 11. Fraud   |
| 6. Assault or fighting               | 12. Prostitution                                  |
| 13. Disorderly conduct               |   |

2. Can and will you avoid being involved in any criminal activity in a Public Housing Authority apartment?  YES  NO The Public Housing Authority will also be checking with the police for any history of criminal activity.

### OTHER LEASE COMPLIANCE ISSUES

1. Have there been instances when you have not complied with an occupancy agreement or lease or have had trouble doing so?  YES  NO

If yes, please explain \_\_\_\_\_  
\_\_\_\_\_

2. Whom should we contact to verify your ability to comply with our lease?  
\_\_\_\_\_

## II. QUESTIONS TO BE COMPLETED BY INTERVIEWER

1. Did the Applicant exhibit any behavior that might cause a problem with lease compliance if the Applicant were admitted?  YES  NO

If yes, describe behavior in detail: \_\_\_\_\_

2. Did the applicant engage in any verbal abuse, threats, or swearing during the application interview?  
 YES  NO If yes, please describe behavior and what triggered it:

\_\_\_\_\_

If the interview and subsequent verifications demonstrate that the Applicant is currently complying with rules and responsibilities comparable to the Public Housing Authority's lease, no further documentation of ability to comply with lease terms is needed.

If a friend or family member is presently assisting the applicant with cleaning, personal finances, rule compliance, avoiding disturbances, or avoiding criminal activity, will that assistance be continued if the applicant is admitted to the Public Housing Authority? Is the person providing the assistance (or alternate) prepared to continue to provide such assistance?

If applicant is receiving assistance with the activities described above from a social service or government agency, is the agency prepared to continue to provide such assistance?

# FAYETTE COUNTY HOUSING AUTHORITY

Administration Office  
Tenant Selecting Department  
624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 434-2117 or (724) 434-2116

## ASSET VERIFICATION

### Request for Verification of Deposit

PRIVACY ACT NOTICE STATEMENT-This information is to be used by the agency collecting it in determining whether you qualify as a prospective Tenant or Mortgagor for mortgage insurance or guaranty as a borrower for rehabilitation loan under the agency's program. It will not be disclosed outside the agency without your consent except to financial institutions for verification of your deposits and as required and permitted by law. You do not have to give us this information, but, if you do not, your application for approval as a prospective Tenant or Mortgagor for mortgage insurance or guaranty or as a borrower for a rehabilitation loan may be delayed or rejected. This information request is authorized by Title 38, U.S.C., Chapter 37 (if VA); by 12 U.S.C., Section 1701 at seq., (if HUD/FA); and by 42 U.S.C., Section 1452b (if HUD/CPD).

### Instructions

PUBLIC HOUSING AUTHORITY: Complete items 1 through 8. Have Applicant(s) complete item 9. Forward directly to the Depository named in item 1. DEPOSITORY: Please complete items 10 through 15 and return directly to the Public Housing Authority named in item 2.

### Part 1. Request

1. TO (Name and address of Depository)

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2. FROM (Name and address of  
Public Housing Authority)

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I certify that this verification has been sent directly to the bank or depository and has not passed through the hands of the applicant or any other party.

3. \_\_\_\_\_  
Signature of Lender or Official

5. \_\_\_\_\_  
Date

4. \_\_\_\_\_  
Title

6. \_\_\_\_\_  
Lender's number (optional)

7. INFORMATION TO BE VERIFIED:

Type of Account and/or Loan	Account/Loan in Name of	Account/Loan #	Balance

TO DEPOSITORY: I have applied for Public Housing and stated that the balance on deposit and/or outstanding loans with you are as shown above. You are authorized to verify this information and to supply the lender or the local processing agency identified above with the information requested in items 10 through 12. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.

8. Name and address of Applicant(s)

9. Signature(s) of Applicant(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To be completed by Depository

Part II – Verification of Depository

10. DEPOSIT ACCOUNTS OF APPLICANT(S)

Type of Account	Account Number	Current Balance	Average Balance Previous 2 months	Date Opened

11. LOANS OUTSTANDING TO APPLICANT(S)

Loan #	Date of	Original	Current	Installments	Secured	# of Late
				per		
				per		
				per		

12. ADDITIONAL INFORMATION WHICH MAY BE OF ASSISTANCE IN DETERMINATION OF CREDIT WORTHINESS: (Please include information on loans paid-in-full as in item 11 above).

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13. \_\_\_\_\_  
Signature of Depository Official

14. \_\_\_\_\_  
Date

\_\_\_\_\_  
Title

The confidentiality of the information you have furnished will be preserved except where disclosure of this information is required

**FAYETTE COUNTY HOUSING AUTHORITY**

Administration Office  
Tenant Selecting Department  
624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 434-2117 or (724) 434-2116

**FULL-TIME STUDENT VERIFICATION**

Name of Educational Institution: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Dear Sir/Madam:

We are required to verify the full-time student status of individuals applying for admission to or living in federally assisted housing. To comply with this requirement, we ask your cooperation in supplying the information requested below regarding the referenced individual. This information will be used only to determine eligibility or rent.

Your prompt return of this letter will be appreciated. A self-addressed return envelope is enclosed. If you have any questions, please call our office at (724) 434-2117 or (724) 434-2116.

Tenant Selecting Supervisor

.....  
Check applicable space:

Referenced individual  is  is not a full time student in good standing at this institution.

Years remaining to complete degree or program: \_\_\_\_\_

Remarks \_\_\_\_\_  
\_\_\_\_\_

.....  
**TENANT/APPLICANT RELEASE**

I, \_\_\_\_\_ hereby authorize the release of the requested information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FAYETTE COUNTY HOUSING AUTHORITY**

Administration Office  
Tenant Selecting Department  
624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 424-2117 or (724) 434-2116

**LANDLORD VERIFICATION SHEET**

Name of Applicant: \_\_\_\_\_

Current Address: \_\_\_\_\_

Name of  
Landlord: \_\_\_\_\_

Are you a relative or friend of the applicant? If so, please describe  
relationship: \_\_\_\_\_  
\_\_\_\_\_

Current Landlord \_\_\_\_\_ Previous Landlord \_\_\_\_\_ Other \_\_\_\_\_

Dates of Applicant's Tenancy: From \_\_\_\_\_ To \_\_\_\_\_

Does (did) the Applicant have a lease?  YES  NO

**1. Rent Payment**

A. Amount of monthly rent: \$ \_\_\_\_\_

B. Does (did) Applicant pay rent on time?  YES  NO

C. Has had he/she ever paid late?  YES  NO

How late? \_\_\_\_\_

How often? \_\_\_\_\_

D. Have (had) you ever begun/completed eviction for non-payment?  YES  NO

E. Do you provide any of the utilities for the unit?  YES  NO

F. Have tenant-paid utilities ever been disconnected?  YES  NO

2. Caring for the Unit

A. Does (did) the Applicant keep the unit clean, safe and sanitary?  YES  NO

B. Has (had) the Applicant damaged the unit?  YES  NO

Describe: \_\_\_\_\_

Cost to repair? \_\_\_\_\_ How often? \_\_\_\_\_

C. Has (had) the Applicant paid for the damage?  YES  NO

D. Will (did) you keep any security deposit?  YES  NO

E. Does (did) the Applicant have problems with insect/rodent infestation?  YES  NO

F. Does (did) the Applicant's housekeeping contribute to infestation?  YES  NO

3. 3. General

A. Is (was) the Applicant listed on the lease for the unit?  YES  NO

B. Does (did) the Applicant permit persons other than those on the lease to live in the unit on a regular basis?  YES  NO

Describe: \_\_\_\_\_

C. Has (had) the Applicant, family members or guests damaged or vandalized the common areas?  YES  NO

If yes, describe: \_\_\_\_\_

D. Does (did) the Applicant, family members or guests create any physical hazards to the project or other residents?  YES  NO

If yes, describe: \_\_\_\_\_

E. Does (did) the Applicant, family members or guests interfere with the rights and quiet enjoyment of other tenants?  YES  NO

If yes, describe: \_\_\_\_\_

F. Have the Applicant, family members or guests engaged in any criminal activity, including drug-related criminal activity?  YES  NO

If yes, describe: \_\_\_\_\_

G. Has (had) the Applicant given you any false information?  YES  NO

If yes, describe: \_\_\_\_\_

H. Has (had) the Applicant, family members or guests acted in a physically violent and/or verbally abusive manner toward neighbors, landlord, or landlord's staff?  YES  NO

If yes, describe: \_\_\_\_\_

I. Would you rent to this applicant again?  YES  NO

If not, why? \_\_\_\_\_

Signature of Landlord \_\_\_\_\_

Date \_\_\_\_\_

(Name of authorized project staff: telephone verification) \_\_\_\_\_

Date \_\_\_\_\_

Applicant Release:

I, \_\_\_\_\_ hereby authorize the release of the requested information.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**FAYETTE COUNTY HOUSING AUTHORITY**

Administration Office  
Tenant Selecting Department  
624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 434-2117 or (724) 434-2116

**SELF-EMPLOYMENT INCOME VERIFICATION FORM**

Full Name of Applicant/Tenant: \_\_\_\_\_

Present Address of Applicant/Tenant: \_\_\_\_\_

\_\_\_\_\_

I hereby certify that I, \_\_\_\_\_ (Name) receive a total of

\$ \_\_\_\_\_ for the following work:

\_\_\_\_\_

I expect to earn \$ \_\_\_\_\_ for the coming 12 months (From \_\_\_\_\_

To \_\_\_\_\_) for the following work:

\_\_\_\_\_

\_\_\_\_\_

I understand that if my actual earnings are different from those reported above, that I may be required to report any changes to the Fayette County Housing Authority.

\_\_\_\_\_  
Signature of Applicant/Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Date

Name of Notary Public: \_\_\_\_\_

Date Commission Expires: \_\_\_\_\_

# FAYETTE COUNTY HOUSING AUTHORITY

Administration Office  
Tenant Selecting Department  
624 Pittsburgh Road  
Uniontown, PA 15401  
(724) 434-2117 or (724) 434-2116

## ZERO INCOME CHECKLIST AND WORKSHEET

### VERIFICATION OF NON-CASE CONTRIBUTIONS

This Checklist and Worksheet is to be completed for all families whose Total Tenant Payment equals the minimum rent, or, for Public Housing Authorities without minimum rents, for all families reporting less than \$100 per month in total income. The form should be completed prior to admission and at each re-certification (which may be monthly or quarterly depending on the Public Housing Authority's policy on re-examination of tenant's with minimum rents or zero income). The form first lists all the cash and non-cash contributions the family is receiving and then assists Public Housing Authority staff to compute the annual value of such contributions. This form should be completed after the Home Visit to an Applicant or home inspection of a Resident. The family is required to submit documentation of amounts claimed.

#### 1. 1. FOOD EXPENSES

Is the family receiving Food Stamps?  YES  NO

If yes, what is the monthly value of Food Stamps? \$ \_\_\_\_\_

If no, what is the family's weekly grocery bill? \$ \_\_\_\_\_

How does the family pay the weekly grocery bill? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant family contributes to groceries, who contributes? \_\_\_\_\_

What is the average cash weekly amount for groceries contributed from all sources?

\$ \_\_\_\_\_ This amount is income.

Does anyone contribute groceries or prepared food to the family on a regular basis?  YES  NO

If yes, what is the average weekly value of groceries or prepared food contributed?

\$ \_\_\_\_\_ This amount is income.

**NOTE:** Food contributed by food banks, received from the surplus commodity program, the WIC program, or consumed at publicly or non-profit funded meals programs does not count as income. Food or cash for food contributed by private persons does count as income.

*Verification: The family should bring in at least one month's worth of grocery receipts. Check the receipts to make sure a family of that size could manage on the amount of food documented.*

#### 2. CLEANING, GROOMING AND PAPER PRODUCTS EXPENSES

What is the weekly value of paper products used by the family? Include paper napkins, toilet paper, paper towels, trash bags, other paper goods, and disposable diapers. \$ \_\_\_\_\_

How does the family pay for these paper products? \$ \_\_\_\_\_

If someone other than a member of Applicant/Tenant family contributes to paper products, who contributes?

What is the average weekly value of cash contributions for paper products?

\$ \_\_\_\_\_ This amount is income.

Does anyone contribute paper products to the family on a regular basis?  YES  NO

If yes, what is the average weekly value of paper products contributed to the family?

\$ \_\_\_\_\_ This amount is income.

What is the weekly value of grooming products and services used by the family? Include soap, deodorant, shampoo, toothbrushes, toothpaste, dental floss, cosmetics, hair color, barber and beautician services, etc.

\$ \_\_\_\_\_

How does the family pay for the cost of grooming products and services? \_\_\_\_\_

If someone other than a family member of the Applicant family contributes to grooming products, who contributes? \_\_\_\_\_

What is the average weekly value of contributions (cash or products) for grooming products?

\$ \_\_\_\_\_ This amount is income.

What is the weekly value of cleaning products used by the family? Include dishwashing soap, laundry detergent, and household cleaning products. \$ \_\_\_\_\_

How does the family pay for cleaning products? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant Family contributes to cleaning products, who contributes? \_\_\_\_\_

What is the average weekly value of cash contributions for cleaning products?

\$ \_\_\_\_\_ This amount is income.

Does anyone contribute cleaning products to the family on a regular basis?  YES  NO

If yes, what is the average weekly value of cleaning products contributed to the family?

\$ \_\_\_\_\_ This amount is income.

*Verification: Most families buy cleaning supplies, grooming products and paper products at the grocery store. Review the families grocery receipts to help verify amount spent.*

### 3. TRANSPORTATION EXPENSES

Does the family own a car?  YES  NO

If yes, are there still payments due on the car?  YES  NO

If yes, what is the amount of the monthly car payment? \$ \_\_\_\_\_

How does the family make the car payment? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant household contributes to the car payment, who contributes? \_\_\_\_\_

What is the monthly amount of contribution toward the car payment?

\$ \_\_\_\_\_ This amount is income. The amount is income whether it is cash paid to the family or cash paid directly to the holder of the car note.

If the family owns a car outright (no payments are due), what are the average monthly amounts the family pays for the following: Gas \$ \_\_\_\_\_ Maintenance \$ \_\_\_\_\_ Insurance \$ \_\_\_\_\_ Tires \$ \_\_\_\_\_

How does the family pay for these auto-related expenses? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant Family contributes to the car's operating costs, who contributes? \_\_\_\_\_

What is the average monthly amount of cash or direct payment contribution to the car's operating costs?

\$ \_\_\_\_\_ This amount is income.

*Verification: The family should bring in one month's gas receipts, proof of insurance and proof of care payment (if applicable).*

**Note: Uninsured automobiles CANNOT be parked on Public Housing Authority Property.**

If the family does not own a car, what does the family use for transportation? \_\_\_\_\_

How does the family pay for this transportation? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant Family contributes to other transportation costs, what is the average monthly amount of cash or other contribution to transportation?

\$ \_\_\_\_\_ This amount is income.

*Verification: A family without a car should provide a credible statement of the way they pay for transportation to shop, attend school, visit friends, take care of medical needs, attend church, etc.*

#### 4. ENTERTAINMENT EXPENSES

Does the family have a cable TV connection?  YES  NO

If yes, does the family have the minimum service or do they also have any premium channels?  YES  NO

What is the average monthly cost of cable TV service? \$ \_\_\_\_\_

How does the family pay for the cable TV service? \_\_\_\_\_

Is someone other than a member of the Applicant/Tenant Family contributes to the cost of cable TV service, who contributes? \_\_\_\_\_

What is the average monthly contribution (in cash or direct payment to the cable company) for cable TV?

\$ \_\_\_\_\_ This amount is income.

What are the average weekly costs of other types of entertainment to the family? Include the following:

Magazines \$ \_\_\_\_\_ Movies \$ \_\_\_\_\_ Video Rentals \$ \_\_\_\_\_

Club Memberships \$ \_\_\_\_\_ Sporting Events \$ \_\_\_\_\_ Lottery Tickets \$ \_\_\_\_\_

Liquor/Beer/Wine \$ \_\_\_\_\_ Vacations \$ \_\_\_\_\_ Other Entertainment \$ \_\_\_\_\_

How does the family pay for the other entertainment costs? \_\_\_\_\_

Is someone other than a member of the Applicant/Tenant Family contributes to the cost of other entertainment, who contributes? \_\_\_\_\_

What is the average monthly contribution (in cash or entertainment provided) for other entertainment?

\$ \_\_\_\_\_ This amount is income.

*Verification: The family should bring in two monthly bills for cable TV, plus receipts for other entertainment costs.*

#### 5. CLOTHING EXPENSES

What are the ages and sexes of all family members? \_\_\_\_\_

What is the average monthly cost for clothing and shoes for the family? \_\_\_\_\_

How does the family pay for clothing and shoes? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant Family contributes to the cost of clothing, who contributes? \_\_\_\_\_

What is the average monthly contribution (in cash or new clothes and shoes) for clothing?

\$ \_\_\_\_\_ This amount is income.

What is the weekly amount spent by the family for laundry/dry cleaning clothing? \_\_\_\_\_

How does the family pay for cleaning its clothing? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant household contributes to the cost of cleaning clothing, who contributes? \_\_\_\_\_

What is the average monthly contribution for clothes cleaning?

\$ \_\_\_\_\_ This amount is income.

**Note: Clothing acquired from clothing banks or given to the family second hand is not counted as income.**

*Verification: The family should provide a schedule that shows when clothing and shoes are purchased and the amounts spent. Remember that children will need more clothing and shoes than adults because they are growing.*

## 6. SMOKING EXPENSES

Does anyone in the Applicant/Tenant household smoke cigarettes or cigars?  YES  NO

If yes, how many packs per day are smoked in the household? \_\_\_\_\_

How does the family pay for the cost of cigarettes/cigars? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant household contributes to the cost of smoking, who contributes? \_\_\_\_\_

What is the average monthly contribution (in cash, cigarettes or cigars)?

\$ \_\_\_\_\_ This amount is income.

*Verification: The family should document the brand of cigarettes/cigars smoked and the staff will document the least expensive price for that brand in the locality to impute cost.*

## 7. COMMUNICATIONS EXPENSES

Does the family have a telephone?  YES  NO

If yes, how many lines does the family have into its house/apartment? \_\_\_\_\_

Does the family have any special telephone services? (For example, call waiting, call forwarding, caller ID, etc.)  YES  NO

Does anyone in the family have a cell phone?  YES  NO

What is the average monthly cost for telephone service? \$ \_\_\_\_\_

How does the family pay for the cost of telephone service? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant household contributes to the cost of telephone service, who contributes? \_\_\_\_\_

What is the average monthly contribution (in cash or direct payment of the telephone bill) for telephone service?

\$ \_\_\_\_\_ This amount is income.

Does anyone in the family have a pager/beeper?  YES  NO

If yes, how many members have pagers/beepers? \_\_\_\_\_

What is the average monthly cost for the pagers/beepers? \$ \_\_\_\_\_

How does the family pay for the cost of pagers/beepers? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant household contributes to the cost of pager/beeper service, who contributes? \_\_\_\_\_

What is the average monthly contribution (in cash or direct payment of the pager/beeper bill)?

\$ \_\_\_\_\_ This amount is income.

Does the family have an internet connection?  YES  NO

If yes, who is the internet provider? \_\_\_\_\_

What is the monthly cost of the internet connection? \_\_\_\_\_

Is there a dedicated telephone line for the internet?  YES  NO

If yes, does the telephone line show on the family's telephone bill?  YES  NO

If no, get a copy of the family's other telephone bill.

How does the family pay for the internet connection? \_\_\_\_\_

What is the average monthly cost of the internet connection? \$ \_\_\_\_\_

If someone other than a member of the Applicant/Tenant family contributes to the cost of the internet connection, who contributes? \_\_\_\_\_

What is the average monthly contribution (in cash or direct payment to the internet provider) for internet services?

\$ \_\_\_\_\_ This amount is income.

Verification: The family should bring in at least two month's worth of bills for telephone, pager/beeper and internet services, as applicable. Review the bills carefully to determine the average monthly cost for communication services.

### 8. SHELTER EXPENSES

For applicants, what is the average monthly cost for housing and utilities? \_\_\_\_\_

How does the Applicant pay the cost of shelter? \_\_\_\_\_

If someone other than a member of the Applicant household contributes to housing or utility costs, who contributes? \_\_\_\_\_

What is the average monthly contribution to shelter (housing plus utilities) ? \_\_\_\_\_

Will the person(s) contributing toward shelter continue to do so when the Applicant is admitted to Public Housing?  YES  NO

If no, why not? \_\_\_\_\_

For tenants, what is the average monthly cost for housing and utilities? \$ \_\_\_\_\_

How does the tenant pay the cost of shelter? \_\_\_\_\_

If someone other than a member of the tenant household makes a contribution toward the shelter cost, who contributes? \_\_\_\_\_

What is the value of the contribution toward shelter?

\$ \_\_\_\_\_ **This amount is income.**

Verification: Families should bring in documentation of their actual cost for housing and utilities.

### 9. MEDICAL EXPENSES

Does the family have any unreimbursed medical medical expenses?  YES  NO

IF yes, what is the average monthly cost of unreimbursed medical expenses? \$ \_\_\_\_\_

How does the family pay for unreimbursed medical expenses? \_\_\_\_\_

If someone other than a member of the Applicant/Tenant household contributes toward medical expenses, who contributes? \_\_\_\_\_ **Such contributions are not income.**

### 10. MISCELLANEOUS EXPENSES

Listed below are a series of expenses the family might have. Indicate the monthly amount the family spends on any applicable expenses and the amount contributed toward the expenses:

Church contributions \$ \_\_\_\_\_ Unreimbursed educational expenses \$ \_\_\_\_\_

Unreimbursed childcare expenses \$ \_\_\_\_\_ Unreimbursed job expenses \$ \_\_\_\_\_

Review the information provided above against the observations of staff conducting the home visit/home inspection. Does the information appear to be consistent? If not, insist that the applicant explain any variations. For example, if the Applicant does not admit to having telephone or cable TV service but they have been observed in the home, press the point.

\_\_\_\_\_  
Applicant/Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
F.C.H.A. Representative

**FAYETTE COUNTY HOUSING AUTHORITY**

Administration Office  
 Tenant Selection Department  
 624 Pittsburgh Road  
 Uniontown, PA 15401

**WORKSHEET FOR INCOME FROM CONTRIBUTIONS**

1. What is the family's verified annual income? \_\_\_\_\_

Does the annual income include any contributions from persons outside the Applicant/Tenant household?  YES  NO

If no, it may be necessary to increase the annual income to reflect such contributions, which will also increase rent.

2. Does the family have any income that is excluded from annual income?  YES  NO

What is the annual amount of excluded income? \$ \_\_\_\_\_

Such excluded income would include foster care payments, the first 12 months of increased income of a person who was formerly unemployed and is now working, scholarships and student loans, and all other income specifically excluded in the Public Housing Authority's A & O Policy. If a family can verify receipt of excluded income sufficient to cover the family's annual expenses shown below, it will not be necessary to increase annual income to reflect contributions. Remember, the Applicant/Tenant must verify excluded income just like annual income.

3. On the chart below, compute the family's annual expenses using the amounts from the worksheet above. To compute annual expenses, multiply weekly average costs by 52 and monthly average costs by 12.

Type of Cost	\$ Weekly Expenses	\$ Monthly Expenses	\$ Annual Expenses	\$ Contributed Toward Expenses
1. Food				
2. Cleaning, grooming and paper products				
3. Transportation				
4. Entertainment				
5. Clothing				
6. Smoking				
7. Communications				
8. Shelter (housing and utilities)				
9. Medical				
10. Miscellaneous				
<b>TOTALS</b>				

4. When the chart is completed, total the two columns on the left (\$ Annual Expenses and \$ Contributed Toward Expenses). From some source, the family has sufficient income to pay the total in the \$ Annual Expenses column. If the Annual Income shown in #1 above plus any excluded income shown in #2 above is less than \$ Annual Expenses, Annual Income has been understated and must be increased.

5. Review the amounts included in Annual Income. Are all the \$ Contributed included in Annual Income? If not, add any contributions not included to Annual Income. Once again, add Annual Income and Excluded Income. If the total of these two income sources still does not equal \$ Annual Expenses, some form of income, usually contributions, has been understated. Unless the family can verify additional excluded income, the contributions amount should be increased until the total of Annual Income and Excluded Income equal Annual Expenses.

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Applicant/Tenant Signature

---

Date

---

F.C.H.A. Representative

FAYETTE COUNTY HOUSING AUTHORITY

Tenant Selecting Department

624 Pittsburgh Road

PO Box 1007

Uniontown, PA 15401

Temporary Housing Verification

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant's Name: \_\_\_\_\_

The above named person(s) has applied for housing with Fayette County Housing Authority, and we would appreciate if you would complete the following questions regarding the above named individual(s) and return this letter within ten(10) working days. Enclosed is a self addressed stamped envelope in which this questionnaire can be returned to us. Thank you once again for your cooperation.

1. Does/Did applicant stay in your facility?  Yes  No  
(If yes, length of stay) \_\_\_\_\_

2. Does/Did applicant comply with the rules and regulations?  Yes  No  
(If no, please explain) \_\_\_\_\_  
\_\_\_\_\_

3. Does/Did applicant, or anyone under their control, interfere with the safety, security, or the right to peaceful enjoyment of another resident?  Yes  No  
(If yes, please explain) \_\_\_\_\_  
\_\_\_\_\_

4. Do/Did you consider this applicant to be a good tenant?  Yes  No  
(If no, please explain) \_\_\_\_\_  
\_\_\_\_\_

5. If previous tenant, what date did tenant vacate? \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

.....  
I hereby authorize the release of this requested information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Fayette County Housing Authority  
Verification of Receipt of V.A Benefits

Re: \_\_\_\_\_ Claim #: \_\_\_\_\_ Serial #: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Ins.Policy #: \_\_\_\_\_ Pmt.Due Date: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ WWI  WWII  Korea  Viet Nam  Other: \_\_\_\_\_

Dear Sir/Madam:

Federal requirements oblige us to verify the incomes of families living in or applying for public housing. We ask your cooperation in supplying the information requested below about the referenced person. We will use the information you provide only to determine the family's eligibility and rent, and pledge to keep all data in strictest confidence.

We would greatly appreciate your prompt return of this letter. A self-addressed, stamped envelope is enclosed. Note that the person referenced has authorized your release of the information. If you have any questions, please call \_\_\_\_\_.

Sincerely:

1. Period of Active Duty: From: \_\_\_\_\_ To: \_\_\_\_\_ & From \_\_\_\_\_ To \_\_\_\_\_  
2. Allowance for Education or Training: School  On-the-Job  \$ \_\_\_\_\_ /Month  
Tuition, Fees, Books, Equip. Etc. \$ \_\_\_\_\_ /Month Subsistence: \$ \_\_\_\_\_ /Month  
Effective Date of Current Award: \_\_\_\_\_ Ending Date: \_\_\_\_\_  
Name & Address of School/Training Institution: \_\_\_\_\_

Name & Address of Employer: \_\_\_\_\_

3. Compensation: \$ \_\_\_\_\_ /Month  
For Service-connected: Disability  Death  Dependency and Indemnity   
Non-Service-connected pension: Disability  Death  Effective Date of Award: \_\_\_\_\_  
4. Other Payments (Monthly Insurance, etc.) \$ \_\_\_\_\_ /Month

Agency Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Name of Person Completing this Form: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Phone # \_\_\_\_\_

**Applicant/Tenant Release**

I \_\_\_\_\_ hereby authorize the release of the requested information.

Signature

Date

Fayette County Housing Authority

MEDICAL VERIFICATION

Date: \_\_\_\_\_

RE: \_\_\_\_\_

Dear Sir/Madam:

Since the rental rates on apartments can be reduced for some families with medical expenses, we are required by law to obtain certain information with regard to these medical expenses. To comply with this requirement, we ask your cooperation in supplying the information requested below regarding the referenced individual.

Your prompt return of this letter will be appreciated. If you have any questions, please call \_\_\_\_\_.

Sincerely,

Is this Individual's Condition likely to continue for the coming 12 months?  yes  no

Type of Service You Provide to Applicant (check all appropriate):

- |   |   |
|---|---|
| <input type="checkbox"/> Physician Care         | <input type="checkbox"/> Dental Care            |
| <input type="checkbox"/> Hospital/Clinic Care   | <input type="checkbox"/> Prescriptions          |
| <input type="checkbox"/> Therapy                | <input type="checkbox"/> Medical Insurance      |
| <input type="checkbox"/> Medical Transportation | <input type="checkbox"/> Other (Please specify) |

Projected Cost of Services During Next 12 Months \$ \_\_\_\_\_

Does the applicant require a private bedroom for medical reasons?  yes  no

Does applicant need any special features in the unit because of a disability  yes  no

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

TENANT/APPLICANT RELEASE

I, \_\_\_\_\_, hereby authorize the release of the requested information.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Fayette County Housing Authority

PRESCRIPTION VERIFICATION

TO WHOM IT MAY CONCERN: Federal Law requires Public Housing Authorities to verify medical expenses incurred by elderly residents so that such expenses may be taken into consideration when computing rents. You will note that the resident has signed a release, below, giving you permission to supply us with this information. If you could fill out the form below and return it at your earliest convenience in the self-addressed stamped envelope, it would be greatly appreciated.

Sincerely yours, \_\_\_\_\_

I hereby certify that \_\_\_\_\_ (Person signing the release below) may anticipate the following costs for prescription medicines in the year beginning \_\_\_\_\_ and ending \_\_\_\_\_, based on his/her past medical history.

	Cost per Refill	Frequency of Refill	Paid by Insurance? Yes <input type="checkbox"/> No <input type="checkbox"/>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Signature and Title \_\_\_\_\_

Date \_\_\_\_\_

Pharmacy \_\_\_\_\_

Phone \_\_\_\_\_

TENANT/APPLICANT RELEASE

I, \_\_\_\_\_, hereby authorize the release of the requested information.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Sincerely yours, \_\_\_\_\_

Fayette County Housing Authority

CHECKLIST FOR DISABILITY ASSISTANCE EXPENSE VERIFICATIONS

- Attendant care frees a family member, including the handicapped family member, to work:
- Written certification from attendant as to cost incurred.
- Copies of cancelled checks used to make attendant care payments, receipts from care source.
- Written certification from Rehabilitation Agency or doctor that handicapped person requires care to be employed, or that care enables another family member to work.
- Auxiliary apparatus frees a family member, including handicapped family member, to work:
- Receipts for purchase of apparatus.
- Evidence of monthly payments or total payments for apparatus.
- Where handicapped family member is employed, a statement from the employer that the apparatus is necessary for employment.
- Written certificate from Rehabilitation Agency or doctor that handicapped person requires auxiliary apparatus to be employed, or to enable another family member to work.
- Certification by family that no repayment is received for the costs associated with attendant care or auxiliary apparatus provided.

Fayette County Housing Authority

DISABILITY EXPENSE ALLOWANCE VERIFICATION

(Transmittal Letter)

Dear Sir or Madam:

Special considerations in public housing are authorized for families with expenses related to the attendant care or auxiliary apparatus required for a family member with disabilities. The availability of the care or the apparatus must enable the person with disabilities or other family member to work. Verification of the need for and amount of such expenses can result in a reduced rent for the family. Such verifications must be retained in our files.

Will you please fill in the information or certify as to the need for attendant care or auxiliary apparatus as requested on the attached form? Once completed please return it to us as soon as possible. We will keep the information in strict confidence and will use it to determine the family's eligibility for reduced rent.

Sincerely,

---

TENANT/APPLICANT RELEASE

I/We, \_\_\_\_\_, hereby give consent for the information sought by this letter to be released as requested.

---

Signature

Date

Fayette County Housing Authority  
CERTIFICATION OF NEED FOR PERSON WITH DISABILITIES

FOR  ATTENDANT CARE  AUXILIARY CARE

Name of family member with disability: \_\_\_\_\_

Full name and address of professional completing this certification:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

I certify that the above-named person requires the services of an attendant or the use of auxiliary apparatus to enhance his/her ability to live independently.

The availability of the care or auxiliary apparatus enables:

the handicapped person named above to work, and/or

other family member(s) to work.

If further information is required, please contact \_\_\_\_\_  
by calling (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Fayette County Housing Authority  
ATTENDANT CARE VERIFICATION

TO WHOM IT MAY CONCERN: Public Housing Authorities are required by Federal Law to verify the cost of attendant care for residents with disabilities so that the costs may be taken into consideration when computing rent. You will note that the resident has signed a release form below, giving you permission to supply us with this information. If you could fill out the form below and return it, it would be most appreciated.

Sincerely yours,

---

VERIFICATION

I hereby certify that I provide care for \_\_\_\_\_ (disabled person) and that this care enables \_\_\_\_\_ to earn employment income.

During the year beginning \_\_\_\_\_ and ending \_\_\_\_\_, I will be providing care \_\_\_\_\_ hours per week, for \_\_\_\_\_ weeks of the year. My rate of pay is \_\_\_\_\_ per hour, and I will be paid once every \_\_\_\_\_. Hours when I will be providing care area as follows:

Monday: \_\_\_\_\_ hours  
Tuesday: \_\_\_\_\_ hours  
Wednesday: \_\_\_\_\_ hours  
Thursday: \_\_\_\_\_ hours  
Friday: \_\_\_\_\_ hours  
Saturday: \_\_\_\_\_ hours  
Sunday: \_\_\_\_\_ hours

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_

Title: \_\_\_\_\_

---

TENANT/APPLICANT RELEASE

I, \_\_\_\_\_, hereby authorize the release of the requested information

Signature

Date

Fayette County Housing Authority

EMPLOYER'S CERTIFICATION OF NEED FOR  
AUXILIARY APPARATUS TO PERMIT EMPLOYMENT

Name of family member with disabilities: \_\_\_\_\_

Full name and address of employer completing this certification:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

I certify that the above-named person is employed by our agency/firm; and that the use of auxiliary apparatus is necessary for his/her employment.

If further information is required, please contact \_\_\_\_\_  
by calling (\_\_\_\_) \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

TENANT/APPLICANT RELEASE

I, \_\_\_\_\_, hereby authorize the release of the requested information

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Fayette County Housing Authority  
AUXILIARY APPARATUS COST VERIFICATION SHEET  
FAMILY MEMBER WITH DISABILITY

Family member's name: \_\_\_\_\_ Age: \_\_\_\_\_  
\_\_\_\_\_ Age: \_\_\_\_\_

Indicate the type of apparatus furnished to the handicapped or disabled family member:

- wheelchair  reading device  
 walker  other: \_\_\_\_\_

Indicate if apparatus is leased or purchased:

Date purchased: \_\_\_\_/\_\_\_\_/\_\_\_\_ Cost: \$ \_\_\_\_\_  
Date leased: \_\_\_\_/\_\_\_\_/\_\_\_\_ Cost: \$ \_\_\_\_\_

Are installment or lease payments being made?  yes  no

If yes, indicate frequency and amount: \$ \_\_\_\_\_, \_\_\_\_\_ weekly \_\_\_\_\_ monthly

Term of installment purchase or lease: \_\_\_\_\_ (# of months), from  
\_\_\_\_\_ to \_\_\_\_\_.

Estimated apparatus costs for upcoming 12 months \_\_\_\_\_

Equipment added to vehicles to permit use by a handicapped or disabled individual:

Describe type of equipment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated cost (labor and materials): \$ \_\_\_\_\_

Type of vehicle modified:

Car: \_\_\_\_\_ make \_\_\_\_\_ model \_\_\_\_\_ year \_\_\_\_\_ tag # \_\_\_\_\_

Truck: \_\_\_\_\_ make \_\_\_\_\_ model \_\_\_\_\_ year \_\_\_\_\_ tag # \_\_\_\_\_

Van: \_\_\_\_\_ make \_\_\_\_\_ model \_\_\_\_\_ year \_\_\_\_\_ tag # \_\_\_\_\_

Date modified: \_\_\_\_/\_\_\_\_/\_\_\_\_.

Are payments being made on vehicle modifications?  yes  no

If yes, indicate frequency and amount: \$ \_\_\_\_\_

\_\_\_\_\_ weekly \_\_\_\_\_ monthly other: \_\_\_\_\_

Term of installment purchase: \_\_\_\_\_

(# of months), From \_\_\_\_\_ To \_\_\_\_\_

Estimated vehicle modification costs for upcoming 12 months: \$ \_\_\_\_\_

Name of individual or company that has or will provide apparatus or vehicle modification:

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact person:

\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Fayette County Housing Authority

FAMILY CERTIFICATION FOR  
DISABILITY EXPENSE REIMBURSEMENT

Name of family member with disability: \_\_\_\_\_

I/We \_\_\_\_\_ certify that the above-named person is being provided with attendant care or the use of auxiliary apparatus to enhance his/her ability to live independently. The circumstances related to the cost of the care or apparatus are as follows:

- We do not receive reimbursement from any outside source such as insurance, Medicare, state grants, or individuals.
- We are receiving reimbursement for a portion of these costs from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_ week \_\_\_\_\_ month. We will provide third party documentation as to the frequency and amount of this reimbursement.
- The cost of attendant care or auxiliary equipment is not paid to a family member living in our household.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road  
Uniontown, PA 15401  
724-434-2100

## Notice of Section 214 Requirements

### Notice to Applicants Applying For and Tenants Currently Receiving Section 214 Housing Assistance

**The Law.** Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of the Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are other than United States citizens, nationals, or certain categories of eligible noncitizens either applying to or residing in specified Section 214 covered programs. Section 214 was implemented by a final "Noncitizens Rule" entitled, Restrictions on Assistance to Noncitizens, which was published in the *Federal Register*, on Monday, March 20, 1995 (60 FR 14816-4861).

**When The Law Became Effective.** The Noncitizens Rule became effective on June 19, 1995. Until the final rule took effect, the Housing Authority (HA) was prohibited from taking any action based on the citizenship or eligible immigration status of applicants and tenants.

**What The Law Means To You.** The receipt of financial housing assistance is contingent upon you and your family submitting evidence either of 1) citizenship, or 2) eligible immigration status.

**Type Of Programs This Law Applies To.** The Noncitizens Rule applies to the following HUD-assisted housing programs:

- 1) Section 8 Rental Certificate Program
- 2) Section 8 Rental Voucher Program
- 3) Section 8 Moderate Rehabilitation Program
- 4) Public and Indian Housing Programs

**What Persons Are Covered By This Law.** Section 214 applies to all applicants who apply for housing assistance, applicants who are already on a waiting list for housing assistance, and tenants who are already receiving housing assistance under a covered program. Section 214 covers: 1) Citizens and 2) Noncitizens who have eligible immigration status.

**What Evidence Will Be Required?** Each family member, regardless of age, is required to submit the following evidence:

**For Citizens or Nationals:** A signed declaration of U.S. Citizenship (whether by birth or naturalization).

**For Noncitizens who are 62 year of age or older and receiving housing assistance on June 19, 1995:** A signed declaration of eligible immigration status and proof of age.

**For All Other Noncitizens.** The evidence consists of: 1) a signed declaration of eligible immigration status; 2) the Immigration and Naturalization Service (INS) documents listed below on this page; and 3) A signed verification consent form.

**For All Other Noncitizens, What Immigration Status is Eligible?** Under the Noncitizens Rule, a noncitizen would have eligible immigration status under any one of the following six categories which are determined by the INS pursuant to the Immigration and Nationality Act (INA):

**Immigration Status Under §§101(a)(15) or 101(a)(20) of INA.** A noncitizen lawfully admitted for permanent residence, as defined by §101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15), respectively [*immigrant status*]. This category includes a noncitizen admitted under §§210 or 210A of the INA (8 U.S.C. 1160 or 1161) [*special agricultural worker status*], who has been granted lawful temporary resident status.

Permanent Residence Under §249 of INA. A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under §249 of the INA (8 U.S.C. 1259) [*amnesty granted under INA 249*].

Refugee, Asylum, or Conditional entry Status Under §§207, 208 or 203 of INA. A noncitizen who is lawfully present in the U.S. pursuant to an admission under §207 of the INA (8 U.S.C. 1157) [*refugee status*]; pursuant to the granting of asylum (which has not been terminated under §2008 of the INA (8 U.S.C. 1158) [*asylum status*]; or as a result of being granted conditional entry under §203(a)(7) of the INA (U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity [*conditional entry status*].

Parole Status Under §212(d)(5) of INA. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under §212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) [*parole status*].

Threat to Life or Freedom Under §243(h) of INA. A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under §243(h) of the INA (8 U.S.C. 1253(h)) [*threat to life or freedom*].

Amnesty Under §2465 of INA. A noncitizen lawfully admitted for temporary or permanent residence under §245A of the INA (8 U.S.C. 1255a) [*amnesty granted under INA 245A*].

**What INS Documents Are Acceptable?** The original of one of the following documents is acceptable evidence of eligible immigration status, subject to verification with INS:

- 1) Form I-151, Alien Registration Receipt Card (issued to lawful permanent residents prior to 1979). For I-151 will no longer be valid after March 20, 1996. Detailed information on how and where to apply for a new green card may be obtained by telephoning the INS toll-free number 1-800-755-0777.
- 2) Form I-551, Alien Registration Receipt Card (for permanent resident aliens);
- 3) Form I-94, Arrival-Departure Record, with one of the following annotations:
  - a) "Admitted as Refugee Pursuant to Section 207";
  - b) "Section 208" or "Asylum";
  - c) "Section 243(h)" or "Deportation stayed by Attorney General";
  - d) "Paroled Pursuant to Section 212(d)(5) of the INA";
- 4) If Form I-94, Arrival-Departure Record, is not annotated, then accompanied by one of the following documents:
  - a) A final court decision granting asylum (but only if no appeal is taken);
  - b) A letter from an INS asylum officer granting asylum (if application is filed on or after October 1, 1990) or from an INS district director granting asylum (if application filed before October 1, 1990);
  - c) A court decision granting withholding of deportation; or
  - d) A letter from an asylum officer granting withholding of deportation (if application filed before October 1, 1990)
- 5) Form I-688, Temporary Resident Card, which must be annotated "Section 245A" or "Section 210";
- 6) Form I-688B, Employment Authorization Card, which must be annotated "Provision of Law 274a,12(11)" or "Provision of Law 274a.12";
- 7) A receipt issued by the INS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified; or

- 8) If other documents are determined by the INS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register.

Note: Family members are required to submit the original document(s) providing acceptable evidence of eligible immigration status. The HA may not retain the original document(s). HAs must immediately make copies from the original document(s) and return the original document(s) to the family member.

**When Must Evidence of Eligible Immigration Status Be Submitted?** Evidence of eligible immigration status must be submitted at the times specified below, subject to any extension granted in accordance with the paragraph below, which discusses extensions of time to submit evidence of eligible immigration status.

**Applicants.** For applicants, the HA must ensure that evidence of eligible immigration status is submitted not later than the date the HA anticipates or has knowledge that verification of other aspects of eligibility for assistance will occur.

**Families already receiving assistance on June 19, 1995.** For a family already receiving the benefit of assistance in a covered program on June 19, 1995, the required evidence shall be submitted at the first regular reexamination after June 19, 1995, in accordance with program requirements.

**New occupants of assisted units.** For any new family member(s), the required evidence shall be submitted at the first interim or regular reexamination following the person's occupancy.

**Changing participation in a HUD program.** Whenever a family applies for admission to a Section 214 covered program, evidence of eligible immigration status is required to be submitted in accordance with the requirements of the Noncitizens Rule unless the family already has submitted the evidence to the HA for a covered program.

**One-time evidence requirement for continuous occupancy.** For each family member, the family is required to submit evidence of eligible immigration status only one time during continuously-assisted occupancy under any covered program.

#### **What Happens If One Or More Family Members Does Not Qualify?**

Assistance to a family may not be delayed, denied, or terminated because of the immigration status of a family member except as provided below. "Family" as used herein refers to both applicants and tenants.

Assistance to an applicant shall not be delayed or denied, and assistance to a tenant shall not be delayed, denied, or terminated, on the basis of ineligible immigration status of a family member if:

- 1) The primary and secondary verification of any immigration documents that were timely submitted has not been completed;
- 2) The family member for whom required evidence has not been submitted has moved from the tenant's dwelling unit;
- 3) The family member who is determined not to be in an eligible immigration status following INS verification has moved from the tenant's dwelling unit;
- 4) The INS appeals process has not been concluded;
- 5) For a tenant, the HA informal hearing process has not been concluded;
- 6) Assistance is prorated;
- 7) Assistance for a mixed family is continued; or
- 8) Deferral of termination of assistance is granted.
- 9) Assistance to an applicant may be delayed after the conclusion of the INS appeal process, but not denied until the conclusion of the HA informal hearing process, if an informal hearing is requested by the family.

Assistance to an applicant shall be denied, and a tenant's assistance shall be terminated, in accordance with the procedures for any of the following events:

- 1) Evidence of citizenship (i.e., the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or
- 2) Evidence of citizenship and eligible immigration status is submitted timely; but INS primary and secondary verification does not verify eligible immigration status of a family member; and
  - a) The family does not pursue INS appeal or HA informal hearing rights; or
  - b) INS appeal and HA informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

**What Rights of Appeal Are Available?** Three distinct forms of appeal process are available to both applicants and tenants:

- 1) Appeal to INS. The following instructions apply to the right of appeal to the INS:
  - a) Submission of request for appeal. When the HA receives notification that INS secondary verification failed to confirm eligible immigration status, the HA shall notify the family of the results of the INS verification. The family shall have 30 days from the date of the HA's notification to request an appeal of the INS results. The request for appeal shall be made by the family, communicating that request in writing directly to the INS. The family must provide the HA with a copy of the written request for appeal and proof of the mailing. For good cause shown, the HA shall grant the family an extension of the time within which to request an appeal.
  - b) Documentation to be submitted as part of the appeal to INS. The family shall forward to the designated INS office any additional documentation or written explanation in support of the appeal. The appeal must include a copy of the original Form G-845S received from the INS annotated at the top center in bold print: **HUD APPEAL**. The appeal must also include two stamped envelopes, one addressed to the applicant or tenant family, and one addressed to the HA.
  - c) Results of the INS Appeal.
    - (i) The INS will issue the results of the appeal to the family, with a copy to the HA, within 30 days of its receipt. If, for any reason, the INS is unable to issued a response within the 30-day time period, the INS will inform the family and the HA of the reasons for the delay.  
Note: The INS response will be indicated in Section B of Form G-845S, Document Verification Request, which is returned to the family and HA. The INS response will be indicated in Section B by a mark in one of the following boxes: 1, 2, 5, 6, 8, 11, 12, 15, or 18.
    - (ii) When the HA receives a copy of the INS response, the HA shall notify the family of its right to request an informal hearing on the HA's ineligibility determination.
  - d) No delay, denial or termination of assistance until completion of INS appeal process; direct appeal to INS. Pending the completion of the INS appeal, assistance may not be delayed, denied or terminated on the basis of immigration status.
- 2) Informal hearing with HA.
  - a) When request for hearing is to be made. After receiving notification of the INS decision on appeal, or in lieu of requesting an appeal to the INS, the family may request that the HA provide an informal hearing. This request must be made either within 14 days of the date the HA mails or delivers the notice of denial or termination of assistance, or within 14 days of the mailing of the INS appeal decision (established by the date of the postmark).
  - b) Extension of time to request hearing. The HA shall extend the period of time for requesting a hearing (for a specified period) upon good cause shown.
  - c) Informal hearing procedures.
    - (i) For tenants, the procedures for the hearing before the HA are set forth in 24 CFR Part 966.
    - (ii) For applicants, the procedures for the informal hearing before the HA are as follows:

- (A) Hearing before an impartial individual. The applicant shall be provided an hearing before any person(s) designated by the HA (including an officer or employee of the HA), other than a person who made or approved the decision under review, and other than a person who is a subordinated of the person who made or approved the decision;
  - (B) Examination of evidence. The applicant shall be provided the opportunity to examine and copy, at the applicant's expense and at a reasonable time in advance of the hearing, any documents in the possession of the HA pertaining to the applicant's eligibility status, or in the possession of the INS (as permitted by INS requirements), including any records and regulations that may be relevant to the hearing;
  - (C) Presentation of evidence and arguments in support of eligible immigration status. The applicant shall be provided the opportunity to present evidence and arguments in support of eligible immigration status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
  - (D) Controverting evidence of the project owner. The applicant shall be provided the opportunity to controvert evidence relied upon by the HA and to confront and cross-examine all witnesses on whose testimony or information the HA relies;
  - (E) Representation. The applicant shall be entitled to be represented by an attorney, or other designee, at the applicant's expense, and to have such person make statements on the applicant's behalf;
  - (F) Interpretive services. The applicant shall be entitled to arrange for an interpreter to attend the hearing, at the expense of the applicant or HA, as may be agreed upon by both parties;
  - (G) Hearing to be recorded. The applicant shall be entitled to have the hearing recorded by audiotape. (a transcript of the hearing may, but is not required to be provided by the HA); and
  - (H) Hearing decision. The HA shall provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 days of the date of the HA informal hearing. The decision shall state the basis for the decision.
- 3) Judicial relief. A decision against a family member under the INS appeal process or the HA's informal hearing does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

**FAYETTE COUNTY HOUSING AUTHORITY**

624 Pittsburgh Road  
Uniontown, PA 15401  
724-434-2100

**DECLARATION OF SECTION 214 STATUS**

Notice to applicants and tenants: In order to be eligible to receive the housing assistance sought, each applicant for or recipient of housing assistance must be lawfully within the U.S. Please read the Declaration statement carefully and sign and return to the Housing Authority's Admissions Office. Please feel free to consult with an immigration lawyer or other immigration expert of your choosing.

I, \_\_\_\_\_ certify, under penalty of perjury<sup>1</sup>, that to the best of my knowledge, I am lawfully within the United States because (please check the appropriate box):

- I am a citizen by birth, a naturalized citizen or national of the United States; or
- I have eligible immigration status and I am 62 years of age or older. Attach evidence of proof of age<sup>2</sup>; or
- I have eligible immigration status as checked below (see reverse side of this form for explanations). Attach INS document(s) evidencing eligible immigration status and signed verification consent form.
  - Immigrant status under §§1001(a)(15) or 101(a)(20) of the INA<sup>3</sup>; or
  - Permanent residence under §249 of INA<sup>4</sup>; or
  - Refugee, asylum, or conditional entry status under §§207, 208 or 203 of the INA<sup>5</sup>; or
  - Parole status under §212(d)(f) of the INA<sup>6</sup>; or
  - Threat to life or freedom under §243(h) of the INA<sup>7</sup>; or
  - Amnesty under §245 of the INA<sup>8</sup>.

\_\_\_\_\_  
(Signature of Family Member)

\_\_\_\_\_  
(Date)

Check box on left if signature is of adult residing in the unit who is responsible for child named on statement above.

PHA: Enter INS/SAVE Primary Verification #: \_\_\_\_\_ Date: \_\_\_\_\_

{See reverse side for footnotes and instructions}

<sup>1</sup> Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any manner within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

The following footnotes pertain to noncitizens who declare eligible immigration status in one of the following categories:

- <sup>2</sup> Eligible immigration status and 62 years of age or older. For noncitizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on June 19, 1995. If you are eligible and elect to select this category, you must include a document providing evidence of proof of age. No further documentation of eligible immigration status is required.
- <sup>3</sup> Immigrant status under <sup>¶</sup>101(a)(15) or 101(a)(20) of INA. A noncitizen lawfully admitted for permanent residence, as defined by <sup>¶</sup>101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by <sup>¶</sup>101(a)(15) of the INA (8 U.S.C. 1001(a)(20) and 1101(a)(15), respectively [*immigrant status*]. This category includes a noncitizen admitted under <sup>¶</sup>210 or 210A of the INA (8 U.S.C. 1160 or 1161), [*special agricultural worker status*], who has been granted lawful temporary resident status.
- <sup>4</sup> Permanent residence under <sup>¶</sup>249 of INA. A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under <sup>¶</sup>249 of the INA (8 U.S.C. 1259) [*amnesty granted under INA 249*].
- <sup>5</sup> Refugee, asylum, or conditional entry status under <sup>¶</sup>207, 208 or 203 of INA. A noncitizen who is lawfully present in the U.S. pursuant to an admission under <sup>¶</sup>207 of the INA (8 U.S.C. 1157) [*refugee status*]; pursuant to the granting of asylum (which has not been "terminated" under <sup>¶</sup>208 of the INA (8 U.S.C. 1158) [*asylum status*]; or as a result of being granted conditional entry under <sup>¶</sup>203(a)(7) of the INA (U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity [*conditional entry status*].
- <sup>6</sup> Parole status under <sup>¶</sup>212(d)(5) of INA. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reason or reasons deemed strictly in the public interest under <sup>¶</sup>212(d)(5) of the INA (8 U.S.C. 1182(d)(5) [*parole status*].
- <sup>7</sup> Threat to life or freedom under <sup>¶</sup>243(h) of INA. A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under <sup>¶</sup>243(h) of the INA (8 U.S.C. 1253(h) [*threat to life or freedom*].
- <sup>8</sup> Amnesty under <sup>¶</sup>245A of INA. A noncitizen lawfully admitted for temporary or permanent residence under <sup>¶</sup>245A of the INA (8 U.S.C. 1255a) [*amnesty granted under INA 245A*].

**Instructions to Housing Authority:** Following verification of status claimed by persons declaring eligible immigration status (other than for noncitizens age 62 or older and receiving assistance on June 19, 1995), the PHA must enter INS/SAVE Verification Number and date that it was obtained. A PHA signature is not required.

**Instructions to Family Member For Completing Form:** On opposite page, print or type first name, middle initial(s) and last name. Place an "X" or "√" in the appropriate boxes. Sign and date at bottom of page. Place an "X" or "√" in the box below the signature if the signature is by the adult residing in the unit who is responsible for child.

# FAYETTE COUNTY HOUSING AUTHORITY

624 Pittsburgh Road  
Uniontown, PA 15401  
724-434-2100

## VERIFICATION CONSENT FORM

CONSENT: I consent to allow the Fayette County Housing Authority (PHA) to request and to obtain information from the Immigration and Naturalization Service (INS) for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that the PHA cannot use it to delay, deny or terminate housing assistance because of the immigration status of a family member except as provided in this Guidebook. In addition, I understand I must be given an opportunity to contest the determination with the INS or the PHA, or both.

This consent form expires 15 months after signed.

**Signatures:**

**ADULT:**

Head of Household	A- Alien Number	Date	Family Member Age 18 or over	A- Alien Number	Date
Spouse	A- Alien Number	Date	Family Member Age 18 or over	A- Alien Number	Date
Family Member Age 18 or over	A- Alien Number	Date	Family Member Age 18 or over	A- Alien Number	Date
Family Member Age 18 or over	A- Alien Number	Date	Family Member Age 18 or over	A- Alien Number	Date

**CHILD:**

Family Member Age Under 18	A- Alien Number	Signature of Adult Residing in Unit Responsible for Child	A- Alien Number <sup>1</sup>	Date
Family Member Age Under 18	A- Alien Number	Signature of Adult Residing in Unit Responsible for Child	A- Alien Number <sup>1</sup>	Date
Family Member Age Under 18	A- Alien Number	Signature of Adult Residing in Unit Responsible for Child	A- Alien Number <sup>1</sup>	Date
Family Member Age Under 18	A- Alien Number	Signature of Adult Residing in Unit Responsible for Child	A- Alien Number <sup>1</sup>	Date

\*\*\*\*\*

<sup>1</sup> If citizenship declared by adult, leave blank.

**Who must sign:** In order to be eligible to receive housing assistance, each noncitizen adult or child applying for, or currently receiving housing assistance must be lawfully within the U.S. Please read the Verification Consent Form carefully and sign and return to the Housing Authority's Admissions Office. Please feel free to consult with an immigration lawyer or other immigration expert of your choosing.

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**Privacy Act Statement:**

The information on this form is being collected by the Fayette County Housing Authority to determine the applicant's or tenant's eligibility for housing assistance. The PHA may release this information, without responsibility for the further use or transmission of the evidence by the entity receiving it to: (1) the Department of Housing and Urban Development (HUD), as required by HUD; and (2) to the Immigration and Naturalization Service (INS) for purposes of verification of the immigration status of each individual and not for any other purpose.

**Penalties for Misusing This Consent:**

HUD, the PHA and any owner (or any employee of HUD, the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected on this consent form is restricted to the purposes cited on the form. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use.

**FAYETTE COUNTY HOUSING AUTHORITY**

624 Pittsburgh Road  
Uniontown, PA 15401  
724-434-2100

**LISTING OF NON-CONTENDING FAMILY MEMBERS**

I, \_\_\_\_\_ certify, under penalty of perjury<sup>1</sup>, that the persons listed below are members of my household. Each person listed below has elected not to contend that he or she has eligible immigration status.

\_\_\_\_\_  
(First Name, Middle Initial(s), Last Name)

\_\_\_\_\_  
(Signature of Head of Household or Spouse)

\_\_\_\_\_  
(Date)

**1 Warning:** 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, imprisoned for not more than five years or both.

**Instructions:** If one or more members of a family elect not to contend that he or she has eligible immigration status and the other members of the family establish their citizenship or eligible immigration status, the family may be considered for assistance despite the fact that no declaration or documentation of eligible immigration status is submitted by one or more members of the family. The family, however, must identify to the PHA the family member(s) who will elect not to contend that he or she has eligible immigration status. In the space(s) provided above, type or print the names of the family members who elect not to contend that he or she has eligible immigration status. Listed members of the family do not sign above. However, the Head of Household or Spouse must sign and date this form in the space provided.

# Authorization for the Release of Information/ Privacy Act Notice

to the U.S. Department of Housing and Urban Development (HUD)  
and the Housing Agency/Authority (HA)

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

PHA requesting release of information; (Cross out space if none)  
(Full address, name of contact person, and date)

IHA requesting release of information: (Cross out space if none)  
(Full address, name of contact person, and date)

**Authority:** Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing: (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

**Purpose:** In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

**Uses of Information to be Obtained:** HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAS for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. Private owners may not request or receive information authorized by this form.

**Who Must Sign the Consent Form:** Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

- PHA-owned rental public housing
- Turnkey III Homeownership Opportunities
- Mutual Help Homeownership Opportunity
- Section 23 and 19(c) leased housing
- Section 23 Housing Assistance Payments
- HA-owned rental Indian housing
- Section 8 Rental Certificate
- Section 8 Rental Voucher
- Section 8 Moderate Rehabilitation

**Failure to Sign Consent Form:** Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

#### Sources of Information To Be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self employment information and payments of retirement income as referenced at Section 6103(l)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.

Consent: I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form expires 15 months after signed.

Signatures:

Head of Household	Date		
Social Security Number (if any) of Head of Household		Other Family Member over age 18	Date
Spouse	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date

**Privacy Act Notice.** Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

**Penalties for Misusing this Consent:**

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.

## CHAPTER 8

### VOUCHER ISSUANCE AND BRIEFINGS

[24 CFR 982.301, 982.302]

#### **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. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, 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. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

#### **A. ISSUANCE OF VOUCHERS [24 CFR 982.204(d), 982.54(d)(2)]**

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 percent lease-up. The PHA has the option of being at least 95% leased up or utilizing at least 95% of its monthly budget authority. The PHA performs a monthly calculation electronically 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 leaseup).

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 [24 CFR 982.301]**

##### **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 groups.

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, upon request by the family, if required for reasonable accommodation.

**Briefing Packet [24 CFR 982.301(b)]**

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 of the voucher (referred to as tolling).

A description of the method used to calculate the housing assistance payment for a 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; and how the PHA determines the maximum allowable rent for an assisted unit.

**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.

The HUD required tenancy addendum, which must be included in the lease.

The form the family must use to request approval of tenancy, and a description of the procedure for requesting approval for a tenancy.

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 on how to select a unit and the HUD Brochure "**A Good Place to Live**" on how to select a unit that complies with HQS.

The HUD Pamphlet 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**", and other information about Fair Housing Laws and Guidelines and the phone numbers of the Local Fair Housing Agency and the HUD Enforcement Office.

A list of landlords or other parties willing to lease to assisted families or help in the search and/or known units available for the voucher issued. The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.

If the family includes a person with disabilities, notice that the PHA will provide assistance in locating accessible units and a list of available accessible units known to the PHA.

The family obligations under the Program.

The grounds on which the PHA may terminate assistance for a participant family because of family action or failure to act.

PHA Informal Hearing Procedures including when the PHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

Information packet including an explanation of how portability works, including a list of neighboring housing agencies with the name, address and telephone number of a contact person at each for use by families who move under portability.

A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families.

Information regarding the PHA's outreach program which assists families who are interested in, or experiencing difficulty in obtaining available housing units in areas outside of minority concentrated locations.

PHA's sample lease for owners who do not use a lease for their unassisted tenants.

An Owner's Handbook, an HQS checklist and sample contract.

Procedures for notifying the PHA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.

The family's rights as a tenant and a program participant.

Requirements for reporting changes between annual recertifications.

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.

**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 PHA has maps that show various areas and information about facilities and services in neighboring areas such as schools, transportation, and supportive and social services.

The PHA will investigate and analyze when voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration.

The assistance provided to such families includes:

- Providing families with a search record form to gather and record information.
- Direct contact with landlords.
- Counseling with the family.
- Providing information about services in various non-impacted areas.
- Meeting with neighborhood groups to promote understanding.
- Formal or informal discussions with landlord groups
- Formal or 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**

The PHA will give participants a copy of HUD Form 903 to file a complaint.

**E. SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]**

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 one month's rent or those charged to unassisted tenants (nor the maximum prescribed by State or Local law.)**

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

**F. TERM OF VOUCHER [24 CFR 982.303, 982.54(d)(11)]**

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 Approval of the Tenancy and Lease 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**

The PHA will extend the term up to sixty (60) days, requested and granted in 30-day intervals, from the beginning of the initial term if the family needs and request an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability.

A family may request a written request for an extension of the voucher time period. All requests for extensions must be received prior to the expiration date of the voucher.

Extensions are permissible at the discretion of the PHA up to a maximum of an additional sixty (60) days 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 is required.**
- **The family was prevented from finding a unit due to disability accessibility requirements or large size [number of] bedroom unit requirement. The Search Record is part of the required verification.**

### **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.

### **G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS** [24 CFR 982.315]

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 Section 8 Program Coordinator shall 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 family member was the head of household when the voucher was initially issued (listed on the initial application).**
- **The composition of the new family units, and which unit contains elderly or disabled members.**
- **Whether domestic violence was involved in the breakup.**
- **Which family members remain in the unit.**
- **Recommendations of social service professionals.**

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 recertification.

**H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER**  
**[24 CFR 982.315]**

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 unit size.

## Chapter 9

### REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

[24 CFR 982.302]

#### INTRODUCTION [24 CFR 982.305(a)]

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).

#### A. REQUEST FOR TENANCY APPROVAL [24 CFR 982.302, 982.305(b)]

The Request for Tenancy Approval (RFTA) and a copy of the proposed lease, including the HUD prescribed tenancy addendum, 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.

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 RFTA must be returned in a timely manner. The family can be given more than one RFTA, but if an owner has completed an RFTA for that family, they will be notified that the family has another RFTA.

The PHA will review the proposed lease and the Request for Tenancy Approval documents 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 any limitations in this Plan.

The proposed lease complies with HUD and PHA requirements (See "**Lease Review**" Section below).

The owner is approvable, and there are no conflicts of interest (See "**Owner Disapproval**" **Section below**). In addition to the above, at the time a family initially receives assistance in a unit (new admissions and moves), if the gross rent for the unit exceeds the applicable payment standard for the family, the family share of rent may not exceed 40 percent of the family monthly adjusted income (See "**Owner Rents, Rent Reasonableness and Payment Standards**" **Chapter of this Administrative Plan**).

### **Disapproval of RFTA**

If the PHA determines that the request cannot be approved for any reason, the landlord and the family will be notified in writing. The PHA will instruct the owner and family of the steps that are necessary to approve the request.

The owner will be given 30 calendar days to submit an approvable RFTA from the date of disapproval.

When, for any reason, an RFTA is not approved, the PHA will furnish another RFTA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

### **B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.353]**

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.
- Group homes
- Congregate facilities (only the shelter rent is assisted)
- Single room occupancy

The PHA may not permit a voucher holder to lease a unit which is receiving any duplicate rental subsidies.

### **C. LEASE REVIEW [24 CFR 982.308]**

The PHA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State and Local Law. The tenant also must have legal capacity to enter a lease under State and Local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the on the Request For Tenancy Approval.

The family and owner must submit a standard form of lease used in the locality by the owner and that is generally used for any other unassisted tenants the owner may have in the premises. The terms and conditions of the lease must be consistent with state and local law. The owner may

also use the HUD Lease contained in the Briefing Packet given to the family. The Tenancy Addendum, Form HUD-52641-A, must be attached to whatever form of lease is used.

The lease must specify:

The names of the owner and tenant, and

The address of the unit rented (including apartment number, if any), and

The amount of the monthly rent to owner, and

The utilities and appliances to be supplied by the owner, and

The utilities and appliances to be supplied by the family.

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 24 CFR 35.92(b). The Lead Base Paint Disclosure signed by the owner and family will be attached to the Lease.**

House Rules of the owner may be attached to the lease as an addendum, provided they are approved 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 satisfies the HQS;

The PHA has determined that the rent charged by the owner is reasonable;

The landlord and the tenant have executed 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.

#### **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.

**E. INITIAL INSPECTIONS [24 CFR 982.305(a) & (b)]**

See "**Housing Quality Standards and Inspections**" Chapter of this Administrative Plan.

**F. RENT LIMITATIONS [24 CFR 982.507]**

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. 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 [24 CFR 982.502]**

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 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.

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 [24 CFR 982.307(b), 982.54(d)(7)]**

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, respecting the rights of other residents, damage to units, 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.

#### **I. OWNER DISAPPROVAL [24 CFR 982.306]**

See Chapter on "Owner Disapproval and Restriction."

#### **J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE**

When the family reports 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, if verifications are less than 120 days old.

#### **K. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]**

The PHA prepares the Housing Assistance Contract for execution. The family and the owner will execute the Lease Agreement, and the owner and the PHA will execute the HAP Contract. 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 PHA makes every effort to execute the HAP contract before the commencement of the lease term. 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 (not a Post Office Box).

Owners must provide an employer identification number or social security number.

Owners must also submit proof of ownership of the property, such as a recorded deed and paid local, county and school taxes, and a copy of the management agreement if the property is managed by a management agent.

The owner must provide a home telephone number and business number if applicable.

Unless their 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.

**L. CHANGE IN OWNERSHIP**

See "Owner Disapproval and Restriction" Chapter.

**SEE REQUEST FOR TENANCY APPROVAL, LEASE, TENANCY ADDENDUM, HOUSING ASSISTANCE PAYMENT CONTRACT, AND LEAD WARNING STATEMENT AND DISCLOSURE INFORMATION, WHICH ARE ATTACHED HERETO AND MADE A PART OF THIS CHAPTER.**

# Request for Tenancy Approval Housing Choice Voucher Program

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

OMB Approval No. 2577-0169  
(exp. 07/31/2007)

Public reporting burden for this collection of information is estimated to average .08 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, apartment number, city, State & zip code)				
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection		

9. Type of House/Apartment

Single Family Detached  
  Semi-Detached / Row House  
  Manufactured Home  
  Garden / Walkup  
  Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy:

Section 202  
  Section 221(d)(3)(BMIR)  
  Section 236 (Insured or noninsured)  
  Section 515 Rural Development

Home  
  Tax Credit

Other (Describe Other Subsidy, Including Any State or Local Subsidy) \_\_\_\_\_

11. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric	[REDACTED]		
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

\_\_\_\_ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

\_\_\_\_ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

\_\_\_\_ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

# TENANT LEASE

## Section 8 Tenant-Based Assistance Housing Choice Voucher Program

This lease is in three parts: Part A contains required lease information. Part B consists of the HUD 52641-A Tenancy Addendum, and Part C contains additional lease provisions.

### Part A: Lease Information

1. **Contract Unit:** (enter address of unit, including apartment number, if any)
  
  
  
  
  
  
  
  
  
  
2. **Owner:** (enter name and address of owner)
  
  
  
  
  
  
  
  
  
  
3. **Initial Term:** The initial term of lease must be at least one year unless a shorter term is approved by the PHA.

**The initial term begins on**

**The initial term ends on**

Following the initial term of the lease, the lease will be renewed automatically on a month-to-month basis until:

- a. termination of the lease by the owner in accordance with this lease;
  - b. termination of the lease by the tenant in accordance with this lease;
  - c. mutual agreement between the owner and tenant to terminate the lease during the term of the lease;
  - d. termination of the Housing Assistance Payments Contract by the PHA;
  - e. termination of the tenant family's assistance by the PHA.
4. **Household Members:** (Enter the full names of all family members)

The family must promptly inform the PHA of the birth, adoption, or court-awarded custody of a child. No other person may reside in the unit without prior written approval by the Owner and the PHA.

5. **Rent to Owner** (total monthly rent):
  - a. **Housing Assistance Payment to Owner:**

**TENANT LEASE (continued)**

**b. Tenant Rent to Owner:**

**c. Utility Reimbursement to Tenant:**

The total rent to owner is the initial rent for this unit. The housing assistance payment to owner shall be payable by the Public Housing Agency (PHA) as housing assistance payments on behalf of the tenant.

The tenant rent to owner shall be payable by the tenant directly to the Owner.

The amount of the rent to owner is subject to change after the initial term of the lease upon agreement by the owner and tenant. The owner must give the PHA 60 calendar days written notice before commencement of any change in rent. The notice shall state the new rental amount and the date the new rental amount will be effective. Changes in rent shall be subject to the PHA'S rent reasonableness requirements.

The amount of tenant rent is subject to change during the term of the lease. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and owner.

- c. **Penalties for Late Payment of Tenant Rent:** The tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease. Such late charge shall be in addition to the usual monthly rent and will apply if tenant rent is unpaid on the day of the month.

- 6. **Security Deposit:** The tenant has deposited \_\_\_\_\_ with the owner as a security deposit. The amount of the security deposit does not exceed one (1) month's contract rent.
- 7. **Pets:** No pets unless the tenant receives written permission from the Owner.
- 8. **Utilities and Appliances:** The owner shall provide for or pay for the utilities and appliances as indicated below by an "O" WITHOUT ANY ADDITIONAL CHARGE TO THE TENANT. The tenant shall provide or pay for the utilities and appliances as indicated below by a "T."

Item		Provided By	Paid By
Heating	Natural Gas		
	Electric		
	Bottle Gas		
	Oil		
	Coal		
Cooking	Natural Gas		
	Electric		
	Bottle Gas		
Other Electric			

Item		Provided By	Paid By
Water Heating	Natural Gas		
	Electric		
	Bottle Gas		
	Oil		
Water			
Sewer			
Trash Collection			
Range			
Refrigerator			
Other (specify)			

The owner shall provide the following additional appliances for the dwelling unit. (If none, specify no additional appliances are provided.)

**9. Maintenance and Services:**

**Extermination:** The Owner shall provide extermination services on an as needed basis.

**10. Lease termination or move-out by the family:** The tenant may terminate the lease without cause at any time after the initial term of the lease by giving a 30 calendar day written notice to the Owner. The notice needs to be given at the beginning of the month. The tenant must notify the PHA and the Owner before moving out of the unit.

**SIGNATURES:**

TENANT \_\_\_\_\_ Date  
Signature of Head of Household

\_\_\_\_\_  
(Household Member 18 yrs. Of Age and Older) Date

\_\_\_\_\_  
(Household Member 18 yrs. Of Age and Older) Date

\_\_\_\_\_  
(Household Member 18 yrs. Of Age and Older) Date

\_\_\_\_\_  
(Household Member 18 yrs. Of Age and Older) Date

OWNER \_\_\_\_\_ Date  
Signature of Owner

OWNER \_\_\_\_\_ Date  
Signature of Owner

# TENANT LEASE

## Section 8 Tenant-Based Assistance Housing Choice Voucher Program

This lease is in three parts: Part A contains required lease information. Part B consists of the HUD 52641-A Tenancy Addendum, and Part C contains additional lease provisions.

### Part C: Additional Provisions

#### 1. Maintenance and Services:

- a. The owner shall maintain the dwelling unit, equipment and owner-furnished appliances, and common areas and facilities, to provide decent, safe and sanitary housing in accordance with the Housing Quality Standards.
- b. The owner shall respond in a reasonable time to calls by the tenant for services to maintain the dwelling unit.

#### 2. Tenant's Obligations:

The tenant shall keep the dwelling unit in a clean and sanitary condition and upon termination of this lease surrender the dwelling unit to the owner in as good condition as it is on the beginning date of this lease, reasonable wear and tear and damage by the elements excepted.

The tenant shall immediately notify the owner of any defects, dilapidation, or dangerous conditions. The tenant will be responsible for damages to the unit and premises, other than normal wear and tear, that are caused by any member of the tenant's family, guests of the tenant, and persons under the tenant's control.

##### a. Inspection of the unit

The owner or owner's agent may enter the dwelling unit only for the following purposes:

1. In case of emergency;
2. To make repairs;
3. To exhibit the unit to prospective purchasers, mortgagees, tenants and workmen;
4. When the tenant has abandoned the unit;
5. Pursuant to a court order.

The tenant shall not unreasonably withhold consent to the owner to enter for such purposes. The owner shall, except in an emergency, give the tenant at least twenty-four (24) hours notice of the intent to enter, and may only then enter during reasonable hours. If an emergency occurs, the owner shall notify the tenant in writing of the date, time, purpose and results of such entry within two days.

## TENANT LEASE (continued)

### b. Occupancy of the unit

The tenant agrees not to assign this lease, nor to sublet or transfer possession of the premises, nor to give accommodation to boarders or lodgers without the written consent of the owner and prior approval of the PHA.

The tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for the tenant and the tenant's family.

This provision does not apply to reasonable accommodation of tenant's guests or visitors whose stay is less than thirty (30) days.

- \* The unit may only be used for legal, profit-making activities by the tenant if such activities do not detract from the principal use of the unit as a residence, and are approved in writing in advance by both the owner and the PHA.

### c. Noise

The tenant agrees not to allow any excessive noise or other activity on the premises which materially disturbs the peace and quiet of other tenants in the building. The owner agrees to prevent other tenants and other persons in the building or common areas from similarly disturbing the tenant's peace and quiet.

## 3. Changes in lease or rent:

If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with HUD requirements and approved by the Housing Authority.

The following changes in the lease will require the owner and tenant to submit a new request for approval of tenancy and are subject to approval by the PHA in accordance with program requirements.

- a. Any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances.
- b. Any changes in lease provisions governing the term of the lease.
- c. If the family moves to a new unit, even if the unit is in the same building or complex.

PHA approval is not required for changes in the lease other than those listed in this section.

The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and any such changes shall be subject to rent reasonableness requirements. Rent reasonableness requirements are included in the Housing Assistance Payments (HAP) Contract for the Section 8 Tenant-Based Assistance Housing Choice Voucher Program, Rent to Owner: Reasonable Rent.

**Tenancy Addendum**  
**Section 8 Tenant-Based Assistance**  
**Housing Choice Voucher Program**  
(To be attached to Tenant Lease)

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

OMB Approval No. 2577-0169  
(exp. 07/31/2007)

1. **Section 8 Voucher Program**
  - a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
  - b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.
2. **Lease**
  - a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
  - b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.
3. **Use of Contract Unit**
  - a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
  - b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
  - c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
  - d. The tenant may not sublease or let the unit.
  - e. The tenant may not assign the lease or transfer the unit.
4. **Rent to Owner**
  - a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
  - b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
  - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
  - (2) Rent charged by the owner for comparable unassisted units in the premises.
5. **Family Payment to Owner**
  - a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
  - b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
  - c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
  - d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
  - e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
  - f. The owner must immediately return any excess rent payment to the tenant.
6. **Other Fees and Charges**
  - a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
  - b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
  - c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**7. Maintenance, Utilities, and Other Services**

- a. **Maintenance**
  - (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
  - (1) The owner must provide all utilities needed to comply with the HQS.
  - (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
    - (a) Pay for any utilities that are to be paid by the tenant.
    - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

**8. Termination of Tenancy by Owner**

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
  - (1) Serious or repeated violation of the lease;
  - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
  - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
  - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
  - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
    - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including

property management staff residing on the premises);

- (b) Any criminal activity that 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;
  - (c) Any violent criminal activity on or near the premises; or
  - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
    - (a) 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 that, in the case of the State of New Jersey, is a high misdemeanor; or
    - (b) Violating a condition of probation or parole under Federal or State law.
  - (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
  - (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- d. **Other good cause for termination of tenancy**
    - (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
    - (2) During the initial lease term or during any extension term, other good cause includes:
      - (a) Disturbance of neighbors,
      - (b) Destruction of property, or
      - (c) Living or housekeeping habits that cause damage to the unit or premises.
    - (3) After the initial lease term, such good cause includes:
      - (a) The tenant's failure to accept the owner's offer of a new lease or revision;

- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the 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 criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and

local law for the termination of leases or assistance under the housing choice voucher program.

- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

- f. Eviction by court action. The owner may only evict the tenant by a court action.

- g. **Owner notice of grounds**
- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
  - (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
  - (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

#### 9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

#### 10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

#### 11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

#### 12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

#### 13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color,

religion, sex, national origin, age, familial status or disability in connection with the lease.

#### 14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

#### 15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

#### 16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

#### 17. Definitions

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

**HUD.** The U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**PHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Section 8 housing choice voucher program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

**Tenant.** The family member (or members) who leases the unit from the owner.

**Voucher program.** The Section 8 housing choice voucher program. Under this program, HUD provides funds to an PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program

**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

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

OMB Approval No. 2577-0169  
(exp. 07/31/2007)

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**Part A of the HAP Contract: Contract Information**

(To prepare the contract, fill out all contract information in Part A.)

**1. Contents of Contract**

This HAP contract has three parts:

- Part A: Contract Information
- Part B: Body of Contract
- Part C: Tenancy Addendum

**2. Tenant**

**3. Contract Unit**

**4. Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

**5. Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): \_\_\_\_\_

The initial lease term ends on (mm/dd/yyyy): \_\_\_\_\_

**6. Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

During the initial lease term, the owner may not raise the rent to owner.

**7. Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ \_\_\_\_\_ per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

**8. Utilities and Appliances**

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type				Provided by	Paid by
	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

**Signatures:  
Public Housing Agency**

\_\_\_\_\_  
Print or Type Name of PHA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

**Owner**

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

**Mail Payments to:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (street, city, State, Zip)

**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

U.S. Department of Housing  
and Urban Development  
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OMB Approval No. 2577-0169  
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**Part B of HAP Contract: Body of Contract**

**1. Purpose**

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

**2. Lease of Contract Unit**

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
  - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
  - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
  - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

**3. Maintenance, Utilities, and Other Services**

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies

for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

**4. Term of HAP Contract**

- a. **Relation to lease term.** The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. **When HAP contract terminates.**
  - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
  - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
  - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
  - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
  - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

- (6) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (7) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (8) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

**5. Provision and Payment for Utilities and Appliances**

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

**6. Rent to Owner: Reasonable Rent**

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
  - (1) The location, quality, size, unit type, and age of the contract unit; and
  - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

**7. PHA Payment to Owner**

- a. When paid
  - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
  - (2) The PHA must pay housing assistance payments promptly when due to the owner.
  - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing

penalties for late payment by a tenant. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

- b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

**c. Amount of PHA payment to owner**

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.

- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.

- (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

- d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

**e. Limit of PHA responsibility.**

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.

- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

- f. **Overpayment to owner.** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

**8. Owner Certification**

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.

- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

**9. Prohibition of Discrimination.** In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

**10. Owner's Breach of HAP Contract**

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
  - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
  - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
  - (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

**11. PHA and HUD Access to Premises and Owner's Records**

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

**12. Exclusion of Third Party Rights**

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

### 13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
- (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
  - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
  - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

### 14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
- (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
  - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent,

grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
- (1) Has violated obligations under a housing assistance payments contract under Section 8;
  - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
  - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
  - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
  - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
    - (b) 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;
    - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
    - (d) Is drug-related criminal activity or violent criminal activity;
  - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
  - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. **Written Notices.** Any notice by the PHA or the owner in connection with this contract must be in writing.

### 16. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

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

OMB Approval No. 2577-0169  
(exp. 07/31/2007)

**Part C of HAP Contract: Tenancy Addendum**

**1. Section 8 Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**7. Maintenance, Utilities, and Other Services**

- a. **Maintenance**

form HUD-52641 (1/2007)  
ref Handbook 7420.8

- (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
- (1) The owner must provide all utilities needed to comply with the HQS.
  - (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
    - (a) Pay for any utilities that are to be paid by the tenant.
    - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

## 8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
- (1) Serious or repeated violation of the lease;
  - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
  - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
  - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
    - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
    - (b) Any criminal activity that 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;
    - (c) Any violent criminal activity on or near the premises; or
    - (d) Any drug-related criminal activity on or near the premises.

- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
  - (a) 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 that, in the case of the State of New Jersey, is a high misdemeanor; or
  - (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

### d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause includes:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause includes:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

### e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control,

shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.

- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the 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 criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. Eviction by court action. The owner may only evict the tenant by a court action.

g. **Owner notice of grounds**

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. **Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the lease terminates automatically.

10. **PHA Termination of Assistance**

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. **Family Move Out**

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. **Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. **Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. **Conflict with Other Provisions of Lease**

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

#### 15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

#### 16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

#### 17. Definitions

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

**HUD.** The U.S. Department of Housing and Urban Development.  
**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.  
**Lease.** The written agreement between the owner and the tenant. Page 11 of 11  
 lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**PHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

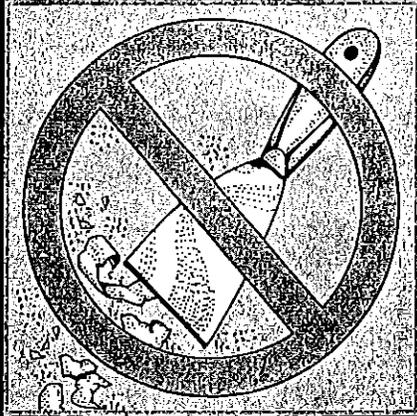
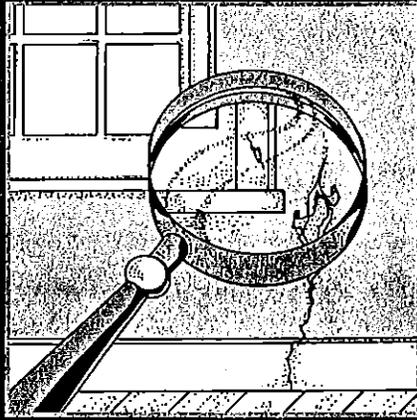
**Program.** The Section 8 housing choice voucher program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

**Tenant.** The family member (or members) who leases the unit from the owner.

**Voucher program.** The Section 8 housing choice voucher program. Under this program, HUD provides funds to an PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.



# Protect Your Family From Lead In Your Home

 **EPA** United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

## Simple Steps To Protect Your Family From Lead Hazards

### If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## **Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly**

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## **Lead Gets in the Body in Many Ways**

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

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**Even children who appear healthy can have dangerous levels of lead in their bodies.**

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**People can get lead in their body if they:**

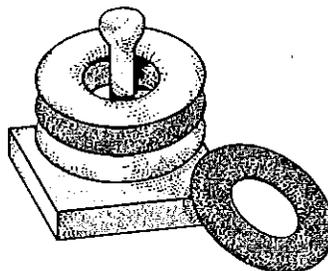
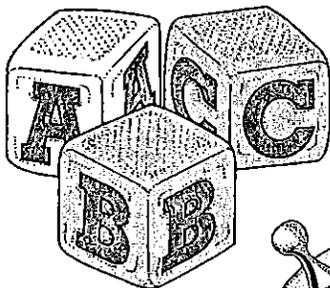
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

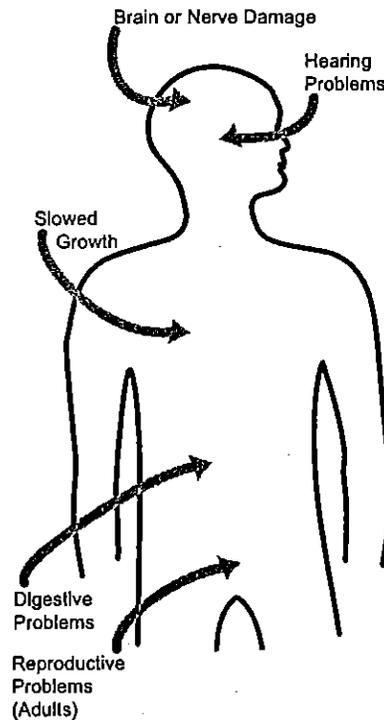
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



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**Lead affects  
the body in  
many ways.**

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

## Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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## Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

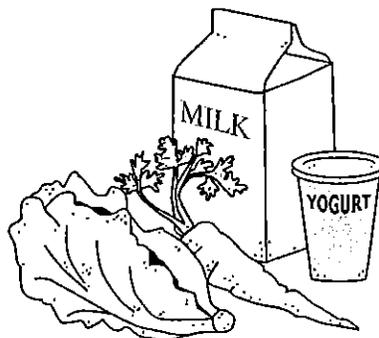
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

## What You Can Do Now To Protect Your Family

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If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



## Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

## Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint.** These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

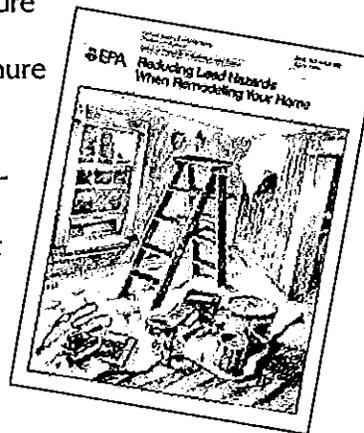
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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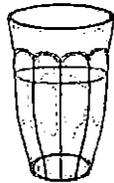
**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

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While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

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◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

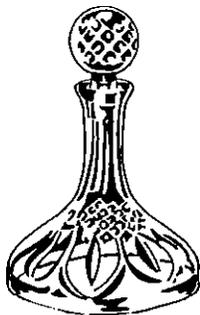
◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

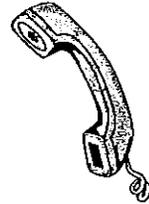


## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

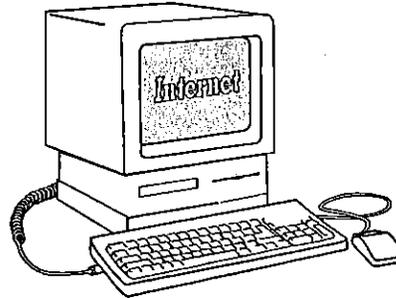


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: [www.cpsc.gov](http://www.cpsc.gov).



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

## **EPA Regional Offices**

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### **EPA Regional Offices**

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## **CPSC Regional Offices**

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

**Eastern Regional Center**  
Consumer Product Safety Commission  
201 Varlick Street, Room 903  
New York, NY 10014  
(212) 620-4120

**Western Regional Center**  
Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

**Central Regional Center**  
Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## **HUD Lead Office**

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

**U.S. Department of Housing and Urban Development**  
Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

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June 2003

## Chapter 10

### HOUSING QUALITY STANDARDS AND INSPECTIONS

[24 CFT 982.401]

#### 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 PHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance 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 HQS**).

#### **A. GUIDELINES/TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]**

All units must meet the minimum standards set forth in the Fayette County Building/Housing Code. In cases of inconsistency between the Code and these HQS, the stricter of the two shall prevail.

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 criteria 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 Inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFTA) to have the utilities turned on. The Inspector will schedule a reinspection and the owner and tenant will both certify that the utilities are on.

If the tenant is responsible for supplying the stove and/or the 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 then certify that the appliances are in the unit and working. The PHA will verify that appliances are in place.

There are five 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 twelve months of the last annual inspection.
3. Move-Out/Vacate (for pre 10/2/95 contracts where there could be damage claims)
4. Special/Complaint: At request of owner, family or an agency or third-party.
5. Quality Control

**B. INITIAL HQS INSPECTION [24 CFR 982.401(a), 982.305(b)(2)]**

**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 10 days after the family and the owner have submitted a request for tenancy approval.

The same 10-day clock will be suspended during any period when the unit is not available for inspection.

The PHA will include “date unit available for inspection” on the RFTA form. This date will determine whether the PHA will be required to meet the same 10-day requirement or whether the PHA will suspend the same 10-day period because the unit is not available for inspection until after the same 10-day period.

For file audit purposes, the PHA will note in each tenant file, the date on which the unit first became available for inspection according to information obtained from the RFTA.

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 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 family and owner will be advised to notify the PHA once repairs are completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done.

The owner will be allowed up to two (2) reinspections for repair work to be completed.

If the time period given by the inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

**C. ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)]**

The PHA conducts an inspection in accordance with Housing Quality Standards at least annually, from the last annual inspection date, as required by SEMAP. Special Inspections may be scheduled between anniversary dates.

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 982.551(d)]

Inspections will be conducted on business days only.

Reasonable hours to conduct an inspection are between 9:00 a.m. and 3:00 p.m.

The PHA will notify the family in writing or by phone at least seven (7) prior to the inspection.

**Inspection:** The family and owner are notified of the date and time of the inspection appointment by mail, and the family is also instructed to notify the owner. If the family is unable to be present, they must reschedule the appointment or have someone present who is 18 years of age or older, so that the inspection is completed. If there are extenuating circumstances, another inspection will be scheduled.

If the family does not contact the PHA to reschedule the inspection, or if the family misses two (2) inspection appointments, the PHA will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Plan.

**Reinspection:** The owner is to notify the PHA when the work has been completed and the unit is ready for reinspection. The family is provided a notice of the inspection appointment by phone or mail. If the family is not at home for the reinspection appointment, a card will be left at the unit and they are to call to reschedule another appointment. The appointment letter contains a warning of abatement (in the case of owner responsibility), and a notice of the owner's responsibility to notify the family.

The family is also notified that it is a Family Obligation to allow the PHA to inspect the unit. If the family was responsible for a breach of HQS identified in the "Denial or Termination of Assistance" Chapter of this Administrative Plan, they will be advised of their responsibility to correct.

### **Time Standards for Repairs**

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification. (See **Emergency Repair Items Section.**)

For non-emergency items, repairs must be made within 30 days.

For major repairs and inclement weather conditions, the Housing Inspector may 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 [24 CFR 982.405(c)]**

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 [24 CFR 982.405(b)]**

Quality Control Inspections will be performed by the Section 8 Program Coordinator and the Assistant Section 8 Program Coordinator 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.

**F. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS [24 CFR 982.401 (a)]**

The PHA adheres to the acceptability criteria in the Program Regulations, with the additions described below:

**Additions**

**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 must be scraped and painted with two coats of unleaded paint or other suitable material.

**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.

Window screens must be in good condition. (Applies only if screens are present)

Any room for sleeping must have a window.

**Doors:**

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.

All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

**Floors:**

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state (no plywood).

All floors should have some type of baseshoe, trim, or sealing for a "finished look." Vinyl baseshoe may be used for kitchens and bathrooms.

**Sinks:**

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

All sinks must have functioning stoppers.

**Security:**

If window security bars or security screens are present on 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.

**Bedrooms:**

Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.

Minimum bedroom ceiling height is 7'6" or local code, whichever is greater. Sloping ceilings may not slope to lower than five feet in the 70 square foot area.

**Modifications**

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. 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 ITEMS [24 CFR 982.404(a)]**

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the inspector:

- **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 when outside temperature is below 32 degrees Fahrenheit and temperature inside unit is below 68 degrees Fahrenheit.**
- **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**

**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 make the repair, proper authorities will be notified by the PHA.**

If the emergency repair item(s) 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) 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**

Tenants are responsible for providing and replacing old batteries for battery powered units. Tenants will be instructed not to tamper with smoke detectors or remove batteries.

Inoperable smoke detectors are a fail item and must be addressed by the tenant.

If the smoke detector is not operating properly because of a defective smoke detector, the PHA will contact the owner and request the owner to replace the smoke detector.

If the PHA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means) , the family will be required to repair the smoke detector immediately.

Smoke detectors must be provided in each bedroom, installed 4-12" down from the ceiling.

The PHA will issue a written warning to any family determined to have purposely disconnected the unit's smoke detector. Warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of the HQS.

**H. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)  
[24 CFR 982.405, 982.453]**

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 discontinued.

**Termination of Contract**

If the owner is responsible for repairs, and fails to correct all the deficiencies cited, the owner will be sent a HAP Contract Proposed Termination Notice.

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.

**I. DETERMINATION OF RESPONSIBILITY [24 CFR 982.404, 982.54(d)(14)]**

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 not 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.

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 the family's file will be noted.

**J. CONSEQUENCES IF FAMILY IS RESPONSIBLE [24 CFR 982.404(b)]**

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 30 days. If the repair(s) or correction(s) are not made in this time period, the PHA will terminate assistance to the family, after providing an opportunity for an informal hearing. Extensions in these cases must be approved by the Housing Inspector.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

**K. SECTION 8 HOMEOWNERSHIP PROGRAM**

The Housing Inspector will conduct one (1) Inspection pursuant to the Housing Quality Standards prior to the Closing to ensure that the house to be purchased by the Section 8 Participant meets the Housing Quality Standards of HUD. During the period of the mortgage, the Housing Authority will not have to inspect the house on an annual basis, as with the Section 8 Housing Choice Voucher Rental Program.

## CHAPTER 11

### OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

[24 CFR 982.502, 982.503, 982.504, 982.505, 982.507]

#### INTRODUCTION

The policies in this Chapter reflect the amendments to the HUD Regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on October 1, 1999, which is referred to as the “merger date”. These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

All Section 8 participant families have been transitioned to the Housing Choice Voucher Program on or before October 1, 2001. Rent calculation methods for the Housing Choice Voucher Program are described at **24 CFR 982.505**. The rent calculation formula is specific and is not subject to interpretation.

The PHA will determine rent reasonableness in accordance with **24 CFR 982.507(a)**. It is the PHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in **24 CFR 982.507(b)**.

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**

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 (24 CFR 982.508). 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, if the gross rent for the unit exceeds the applicable payment standard for the family, 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 [24 CFR 982.451]**

Once the HAP contract is executed, the PHA begins processing payments to the landlord. 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. It is mandatory that all HAP Payments be electronically deposited in the bank accounts of the Landlords, usually on the 5<sup>th</sup> of each month, unless there is a weekend or holiday within this time frame.

## 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 Administrative Plan.

### **C. RENT REASONABLENESS DETERMINATIONS [24 CFR 982.507]**

The PHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.

The PHA will not approve a lease until the PHA determines that the initial rent to owner is a reasonable rent. The PHA must redetermine the reasonable rent before any increase in the rent to owner, and if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

The PHA must redetermine rent reasonableness annually by having a Rent Reasonableness Study performed.

The owner will be advised that by accepting each monthly housing assistance payment he or she will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the PHA information on rents charged by the owner for other units in the premises or elsewhere.

The data for other unassisted units will be gathered from newspapers, realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The market areas for rent reasonableness are all census tracts within Fayette County, which is the PHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

Size (number of Bedrooms/square footage)

Location

Quality

Amenities (bathrooms, dishwasher, air conditioning, etc.)

Housing Services

Age of unit

Unit Type

Maintenance

Utilities

### **Rent Reasonableness Methodology**

The PHA utilizes a rent reasonableness system which includes and defines the HUD factors listed above. The system has a total point count which is divided into rating categories.

Information is gathered on rental units in the Fayette County Housing Authority's Market Area, and each unit is rated, using the PHA's rent reasonableness system. Using an automated method, the average rents are identified for units of like size and type within the same market area. Each defined factor of the items listed above on the unit to be assisted will be compared, using a point adjustment system, to those factors of comparable unassisted units in the database. The average will be adjusted up or down based on the dollar value of all HUD required comparable items in comparison with the total database.

#### **D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM [24 CFR 982.503]**

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at the PHA's discretion, the Voucher Payment Standard amount is set by the PHA between 90 percent and 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 percent to 110 percent of the new FMR, unless an exception payment standard has been approved by HUD.

The PHA will establish a single voucher payment standard amount for the FMR area in the PHA jurisdiction. For the FMR area, the PHA will establish a payment standard amount for each "unit size". The PHA may have a higher payment standard within the PHA's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.

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 [24 CFR 982.503]**

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 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 Standards.

### **Assisted Families' Rent Burdens**

The PHA will review its voucher payment standard amounts at least annually to determine whether more than 40 percent of families in a particular unit size are paying more than 30% of their annual adjusted income for rent.

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.

### **Quality of Units Selected**

The PHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to 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 of families on the program. If more than 25% of families are paying more than 30% of monthly adjusted income, the PHA will determine whether there is a difference by voucher size, 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 the 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 more than 10% of Voucher holders are unable to locate suitable housing within the term of the voucher and the PHA determines that this is due to 10% of 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, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90% 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**

If the dwelling unit is located in an exception area, the PHA must use the appropriate payment standard amount established by the PHA for the exception area in accordance with regulation at **24 CFR 982.503(c)**.

The PHA has received HUD approval to establish a payment standard amount that is higher than the basic range.

### **G. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM** **(24 CFR 982.308(g))**

The PHA will notify the owner, in writing, within 60 days before the annual recertification date, asking if the landlord intends to renew the lease with the current tenant, and if any change in contract rent is requested.

**CHAPTER 12**  
**RECERTIFICATIONS**  
**[24 CFR 982.516]**

**INTRODUCTION**

In accordance with HUD requirements, the PHA will 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 regulations. 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 [24 CFR 982.516, 982.405]**

There are two activities the PHA must conduct on an annual basis (These activities will be coordinated whenever possible):

Recertification of income and family composition

HQS inspection

The PHA produces a monthly listing of units under contract to ensure that timely reviews of housing quality and factors related to total tenant payment/family share can be made.

Reexamination of the family's income and composition must be conducted at least annually.

Annual Inspections: See "**Housing Quality Standards and Inspections**" Chapter.

Rent Adjustments: See "**Owner Rents, Rent Reasonableness and Payment Standards**" Chapter.

**B. ANNUAL RECERTIFICATION/REEXAMINATION [24 CFR 982.516]**

Families are required to be recertified at least annually.

**Moves Between Reexaminations**

When families move to another dwelling unit:

- **An annual recertification will be scheduled, 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 at least 60 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.

### **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 30 days before the scheduled date of the change in family rent.

### **Persons with Disabilities**

Persons with disabilities who are unable to come to the PHA's office will be granted an accommodation by conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

### **Collection of Information [24 CFR 982.516(f)]**

The PHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate.

The following family members will be required to complete the recertification documents:

- **The head of household and spouse or co-head and all adult household members**

### **Failure to Complete Recertification Documents**

The recertification notification will state which family members are required to complete and sign the recertification documents. Failure to return the recertification documents with ten (10) calendar days will result in written termination of the voucher, and their right to request in writing an informal hearing.

Exceptions to these policies may be made by the Section 8 Housing Specialist if the family is able to document an emergency situation that prevented them from completing the recertification documents if requested as a reasonable accommodation for a person with a disability.

### **Documents Required From the Family**

In the notification letter to the family, the PHA will include instructions for the family to provide

the following:

- **Documentation of all assets/income**
- **Documentation of any deductions/allowances**

### **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.

### **Tenant Rent Increases**

If tenant rent increases, a thirty-day notice is mailed to the family prior to the scheduled effective date of the annual recertification.

If less than thirty days are remaining before the scheduled effective date of the annual recertification, the tenant rent increase will be effective on the first of the month following the thirty-day notice, and handled as an interim recertification.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

### **Tenant Rent Decreases**

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the PHA.

## **C. REPORTING INTERIM CHANGES [24 CFR 982.516]**

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 and landlord 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 prior to adding the family member into the household.

### **Increases in Income -- Interim Reexamination Policy**

The PHA will conduct interim reexaminations when families have an increase in income, only if the family has already received an interim reduction in rent because of a documented reduction in income, or if it is a new source of income for a zero income family. Otherwise, any increase in rent will become effective at their next regular annual recertification.

Families will be required to report all increases in income/assets immediately.

### **Decreases in Income**

Participants are to 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.

### **PHA Errors**

If the PHA makes a calculation error at admission to the program or at an Annual Recertification, an Interim Recertification will be conducted, if necessary, 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 Zero Income every ninety (90) days.

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.
- Reasonable Accommodation when requested. (See "**Statement of Policies and Objectives" Chapter**).

Any changes reported by participants other than those listed in this Section will be noted in the File by the Staff Person but will not be processed between regularly-scheduled annual recertifications.

### **E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS [24 CFR 5.615]**

The PHA will not reduce the family share of rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the

welfare agency specifically because of:

Fraud in connection with the welfare program, or

Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

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, or

A situation where a family member has not complied with other welfare agency requirements.

### **Definition of Covered Family**

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

### **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 Section 8 Housing Specialist 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.

The PHA will rely on the welfare agency's written notice to the PHA regarding welfare sanctions.

### **Cooperation Agreements [24 CFR 5.613]**

The PHA has executed a Cooperation Agreement with the local welfare agency under which the welfare agency agrees:

- To target public assistance benefits and services to participants in the PHA's Self-Sufficiency program;
- To provide written verification to the PHA concerning welfare benefits for applicant and participant families, and specified reduction in welfare benefits for a family member, listing: amount of reduction; reason for reduction; term of reduction, and subsequent redetermination.

### **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.

## **F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS [HUD NOTICE**

**PIH 98-6]**

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. 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)**  
**[24 CFR 982.516(c)]**

**Standard for Timely Reporting of Changes**

The PHA requires that families report interim changes to the PHA within 10 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 60 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 of the month following at least thirty days' notice.

**Decreases in the Tenant Rent** are effective the first of the month following that in which the change is reported.

The change may be implemented based on documentation provided by the family, pending third-party written verification.

**Procedures when the Change is Not Reported by the Family 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 date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and will be required to sign a Repayment Agreement.

**Decrease in Tenant Rent** will be effective on the first of the month following the month that the change was reported, provided the change was reported five (5) days prior to the closeout date; otherwise, it will be effective the second month following the reported change.

## **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 change is not processed by the PHA in a timely manner.

In this case, an increase will be effective after the required thirty days' notice prior to 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. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES [24 CFR 982.516(c)]**

(See "Subsidy Standards" Chapter.)

### **I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.518]**

Under the Noncitizens Rule, "mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

### **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

[24 CFR 982.314, 982.353, 982.355(a)]

#### 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. This Chapter defines the procedures for moves, both within and outside of, the PHA's jurisdiction, and the policies for restriction and limitations on moves.

#### **A. ALLOWABLE MOVES**

A family may move to a new unit with continued assistance if:

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.

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).

The family has given proper notice of lease termination (and if the family has a right to terminate the lease on notice to owner).

Family members age 18 and over who move from the dwelling unit to live in a new household shall be removed from the lease. The tenant must notify the PHA of the moveout within 10 calendar days of its occurrence. These individuals may move back into the original dwelling unit one (1) additional time, but if they move from the dwelling unit again to live in a new household, they may not be readmitted to the unit, and must apply as a new applicant for placement on the Section 8 Waiting List.

#### **B. RESTRICTIONS ON MOVES [24 CFR 982.314, 982.552(a)]**

The PHA will deny permission to move if there is insufficient funding for continued assistance.

The PHA will deny permission to move 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 Section 8 Program Coordinator 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 [24 CFR 982.314]**

**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.

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 project, 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. Assistance will start on the new unit on the effective date of the lease and contract.

**D. PORTABILITY [24 CFR 982.353]**

Portability applies to families moving out of or into the PHA's jurisdiction within the United States and its territories.

**E. OUTGOING PORTABILITY [24 CFR 982.353, 982.355]**

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.

## **Restrictions on Portability**

### **Applicants**

If neither the head or 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.]

For a portable family that was not already receiving assistance in the PHA's based program, the PHA must determine whether the family is eligible for admission under the receiving PHA's 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 family's move relates to an opportunity for education, job training or employment

The PHA will not permit families to exercise portability:

If the family is in violation of a family obligation.

If the family owes money to the PHA.

If the family has moved out of its assisted unit in violation of the lease.

Receiving PHA's will be required to submit hearing determinations to the PHA within 30 days.

## **F. INCOMING PORTABILITY [24 CFR 982.354, 982.355]**

### **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 tenancy approval 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 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 Total Tenant Payment of Incoming Portables [982.353(d)]**

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 PHA conducts a recertification of the family it will not cause a delay in the issuance of a voucher.

#### **Requests for Tenancy Approval**

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 30 days by the PHA.

If the family leases up successfully, the PHA will notify the initial PHA within 30 days, and the billing process will commence.

The PHA will notify the initial PHA if the family fails to submit a request for tenancy approval 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 30 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 the tenant-based assistance program, such as:

Annual reexaminations of family income and composition;

Annual inspection of the unit; and

Interim examinations when requested or deemed necessary by the PHA

### **Terminations**

The PHA will notify the initial PHA in writing of any termination of assistance within 30 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 payment agreement, the PHA will terminate assistance to the family.

### **Required Documents**

As receiving PHA, the PHA will require the documents listed on the HUD Portability Billing Form from the initial PHA.

### **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) 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.

### **Credit and Criminal Checks**

1. Credit Checks will not be completed on Tenants (current participants) porting into Fayette County.
2. Credit Checks and Criminal Checks will be completed on Applicants porting into Fayette County who have not had them completed by the Initial Housing Authority. The Section 8 Staff must check with the Initial Housing Authority to make sure that the Criminal Check was a nationwide search. It is the Policy of the Fayette County Housing Authority to complete Credit Checks and Criminal Checks on all applicants coming onto the Section 8 Housing Program.

## CHAPTER 14

### CONTRACT TERMINATIONS

[24 CFR 982.311, 982.314]

#### 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 [24 CFR 982.311]

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 HAP contracts effective before October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may 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 [24 CFR 982.314(c)(2)]

Family termination of the lease must be in accordance with the terms of the lease.

#### C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS [24 CFR 982.310, 982.455]

If the owner wishes to terminate the lease, the owner must 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 violations 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;

Violations 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 the immediate vicinity of the premises or any drug-related criminal activity on or near the premises.

Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do (See 982.310)

### **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 a criminal conviction

### **Termination of Tenancy Decisions**

If the law and regulation permit the owner to take an action but don't require action to be taken, the owner can decide whether to take the action. Relevant circumstances for consideration 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 extent to which leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action

The effect on the integrity of the program

### **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 three (above).

Actions of termination by the owner must be consistent with the fair housing and equal opportunities as stated in **24 CFR 5.105**.

The owner must provide the tenant 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.

The PHA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the PHA's decision regarding termination of assistance.

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.

The PHA will continue housing assistance payments until the family moves or is evicted from the unit.

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

accepting the monthly check from the PHA, the owner certifies that the tenant is still in the unit, the rent is reasonable, and he or she is in compliance with the contract.

If an 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**  
**[24 CFR 982.404(a), 982.453, 982.454, 982.552(a)(3)]**

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 HQS space standards because of an increase in family size or a change in family composition.

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 HQS 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.

## CHAPTER 15

### DENIAL OR TERMINATION OF ASSISTANCE

[24 CFR 5.902, 5.902, 5.903, 5.905, 982.4, 982.54, 982.552, 982.553]

#### **INTRODUCTION**

The Fayette County Housing Authority 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. GROUND FOR DENIAL/TERMINATION [24 CFR 982.54, 982.552, 982.553]**

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 that 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 or withdrawing a Voucher

Refusing to enter into a HAP Contract or approve a tenancy

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 tenancy

Terminating housing assistance payments under an outstanding HAP Contract

Refusing to process or provide assistance under portability procedures

#### **Mandatory Denial and Termination [24 CFR 982.54 (d), 982.552(b), 982.553(a), 982.553(b)]**

The PHA must deny assistance to applicants, and terminate assistance for participants 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 on the premises of federally assisted housing.

The PHA must deny admission to the program for applicants, and terminate assistance for program participants if the PHA determines that any household member is currently engaging in illegal use of a drug. (See **Section B of this Chapter** for the PHA's established standards.)

The PHA must deny admission to the program for applicants, and terminate assistance for program participants if the PHA determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. (See **Section B of this Chapter** for the PHA's established standards.)

The PHA must deny admission to an applicant if the PHA determines that any member of the household is subject to a lifetime registration requirement under a State Sex Offender Registration Program. See **Section B of this Chapter** for the PHA's established standards regarding criminal background investigation and determining whether a member of the household is subject to a lifetime registration requirement under a State Sex Offender Registration Program.

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 to the program for an applicant or terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with **Part 5, subparts B and F**.

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 [24 CFR 982.552(c)]**

The PHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- If any family member violates any family obligation under the program as listed in **24 CFR 982.551**.
- Any member of the family has been evicted from federally assisted housing in the last five years.

- If any PHA has ever terminated assistance under the program for any member of the family.
- If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- The family 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. The family will be given 120 days to make repayment of the entire amount.
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- The family breaches an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. The PHA at its discretion may offer the family the opportunity to enter into a repayment agreement. The PHA will prescribe the terms of the agreement. (See "Repayment Agreements" Chapter.)
- The family has engaged in or threatened abusive or violent behavior toward PHA personnel.
- "Abusive or violent behavior towards 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 has engaged in drug or alcohol abuse that interferes with the health, safety or peaceful enjoyment of other residents. (See **Section B of this Chapter.**)
- If any member of the family commits drug-related criminal activity, or violent criminal activity. (See **Section B of this Chapter and 982.553 of the Regulations.**)

Refer to "Eligibility for Admission" Chapter, "Other Criteria for Admission" Section for further information.

**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 the Fayette County Housing Authority 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 vocational/educational goals in the pursuit of self-sufficiency

## Administration

All screening and termination of assistance procedures shall 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, sex 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.

This policy will be posted on the PHA's bulletin board and copies made readily available to applicants and participants upon request.

## 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 **24 CFR 982, Subpart L and CFR Part 5, Subpart J**, the PHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and violent criminal behavior.

Such screening will apply to any member of the household who is 18 years of age or older.

## HUD Definitions

**Covered person**, for purposes of **24 CFR Part 982** and this Chapter, 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 the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

**Guest**, for purposes of this Chapter and **24 CFR Part 5, Subpart A and 24 CFR Part 982**, 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**, for the purposes of **24 CFR Part 982** and this Chapter, means the family and PHA-approved live-in aide.

**Other person under the tenant's control**, for the purposes of the definition of *covered person* and for **24 CFR Parts 5 and 982** and for this Chapter, means that the person, although not staying as a guest (as defined in this Chapter) 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** means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

### **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 a household member is illegally using a drug 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 drug or a 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 6 months.

**"Engaged in or engaging in" violent criminal activity** means any act within the past three (3) years by an applicant or participant or household member which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, which resulted in the arrest and/or conviction of the applicant, participant, or household member.

The activity is being engaged in by any family member.

The existence of the above-referenced behavior by any household member, regardless of the applicant or participant's knowledge of the behavior, shall 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 to apply to the Section 8 Program for a three-year period after successfully completing rehabilitation.

### **Denial of Assistance for Sex Offenders**

The PHA will deny lifetime admission if any member of the household is subject to a lifetime registration requirement under a State Sex Offender Registration Program. In screening applicants, the PHA will perform criminal history background checks to determine whether any household member is subject to a Lifetime Sex Offender Registration requirement.

### **Termination of Assistance for Participants**

#### **Termination of Assistance for Drug-related Criminal Activity or Violent Criminal Activity:**

Under the family obligations listed at **24 CFR 982.551**, the members of the household must 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. HUD regulations at **24 CFR 982.553(b)** require the PHA to establish standards for termination of assistance when this family obligation is violated. The Fayette County Housing Authority has established the following standards for termination of assistance for the family when a household member has violated the family obligation to refrain from participating in drug-related or violent criminal activity.

Assistance will be terminated for participants 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 will waive the requirement regarding drug-related criminal activity if:

The circumstances leading to the violation no longer exist because the person who engaged in drug-related criminal activity or violent criminal activity is no longer in the household due to death or incarceration.

### **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 receiving assistance provided that household members determined to have engaged in the prescribed 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 the family written notice which states:

The reason(s) for the proposed termination,

The effective date of the proposed termination,

The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.

The date by which a request for an Informal Hearing must be received by the PHA.

If the PHA proposes to terminate assistance for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the tenant with a copy of the criminal record.

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.

## **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.

All criminal reports, while needed, will be housed in a locked file with access limited to individuals responsible for screening and determining eligibility for initial and continued assistance and to the Section 8 Program Coordinator.

Misuse of the above information by any employee will be grounds for termination of employment.

If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

The PHA will document in the family's file the circumstances of the criminal report and the date the report was destroyed.

## **C. FAMILY OBLIGATIONS [24 CFR 982.551]**

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 (as provided by 24 CFR 982.551). "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 (**as provided by 24 CFR 5.216**) 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 as described in **982.404(b)**.

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 violations 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 upon 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 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 written approval from the PHA and landlord 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 any Federal housing program.

The household members 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 [24 CFR 982.552(c)]**

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 more recent history and record 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 that 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 30 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 an HQS breach as identified in **24 CFR 982.404 (b)** is the responsibility of the family. Families may be given extensions to cure HQS breaches by Inspector, with review by the Section 8 Program Coordinator.

## **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 tenancy 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 there are police reports, neighborhood complaints or other third party information, that has been verified by the PHA.

Nonpayment of rent is considered a serious violation of the lease.

## **Notification of Eviction**

If the family requests assistance to move and they did not notify the PHA of an eviction within 10 days of receiving the Notice of Lease Termination, the move will 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 furnish the following information:

The date the family member moved out.

The new address, if known, of the family member.

### **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 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 he or she 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 [24 CFR 5.514, 5.516, 5.518]**

**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 or 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 [24 CFR 982.455 (a)]**

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.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

**F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION**  
**[24 CFR 982.551, 982.552(c)]**

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 full payments in accordance with the Agreement.

**G. MISREPRESENTATION IN COLLUSION WITH OWNER**  
**[24 CFR 982.551, 982.552 (c)]**

If the family intentionally, willingly, and 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 [24 CFR 982.551, 982.552 (c)]**

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**

**Incarceration**

**Family emergency**

**Procedure when Appointments are Missed or Information not Provided**

For most purposes in this Plan, the family will be given two (2) 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 notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance.

## CHAPTER 16

### OWNER DISAPPROVAL AND RESTRICTION

[24 CFR 982.54, 982.306, 982.453]

#### INTRODUCTION

It is the policy of the Fayette County Housing Authority to recruit owners to participate in the Section 8 Housing Choice 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 [24 CFR 982.306, 982.54(d)(8)]

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 has owner 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 will waive this restriction 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 payments 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 any violent criminal activity.

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program.

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 not paid State or local real estate taxes, fines or assessments.

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 [ 24 CFR 982.453]**

If an owner has committed 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**

When there is a change in ownership, a Rider is executed until the anniversary date of the contract, at which time, a new contract and lease is executed. This is done so as not to bind the tenant to another year's lease by executing a new contract and lease.

The PHA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent, along with pertinent documents showing change in ownership.

If the new owner does not want an assignment of the contract, the PHA will terminate the HAP contract with the old owner, since they are no longer the owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit.

## CHAPTER 17

### OWNER OR FAMILY DEBTS TO THE PHA

[24 CFR 982.552]

#### 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**
- **Payment agreements**
- **Abatements**
- **Reductions in HAP to Owner**
- **Collection Agencies**
- **Credit Bureaus**
- **Income tax set-off programs**

#### **A. PAYMENT AGREEMENT FOR FAMILIES [24 CFR 982.552 (c)(v-vii)]**

A Payment 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 payment, 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.

There are some circumstances in which the PHA will not enter into a payment agreement. They are:

- **If the family already has a Payment Agreement in place.**
- **If the PHA determines that the debt amount is larger than can be paid back by the family in a reasonable amount of time.**

The minimum monthly amount of monthly payment for any payment agreement is **\$50.00**.

#### **Payment Schedule for Monies Owed to the PHA**

Initial Payment is due the month the Payment Agreement is entered into. Thereafter, the amount is due on the first day of the month when the rent is paid to the Owner.

#### **B. DEBTS OWED FOR CLAIMS [24 CFR 792.103, 982.552 (c)(v-vii)]**

If a family owes money to the PHA for claims paid to an owner:

The PHA will review the circumstances resulting in the overpayment and decide whether the family must pay the full amount.

The PHA will enter into a Payment Agreement.

#### **Late Payments**

A payment will be considered to be in arrears if:

The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

The maximum extension the family will be given to make payment is by the 10<sup>th</sup> of each month.

If the family's payment 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 immediately OR**
- **Terminate the housing assistance**

If the family requests a move to another unit and has a payment agreement in place for the payment of an owner claim, and the payment agreement is not in arrears:

- **The family will be required to pay the balance in full prior to the issuance of a voucher.**

If the family requests a move to another unit and is in arrears on a payment agreement for the payment of an owner claim:

- **The family will be required to pay the balance in full, or be terminated from the program.**

**C. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION [24 CFR 982.163]**

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 payment procedures for program fraud, below.

**Program Fraud**

**Families who owe money to the PHA due to program fraud will be required to pay in accordance with the payment procedures for program fraud, below.**

**Payment Procedures for Program Fraud**

Families who commit program fraud [or untimely reporting of increases in income] will be subject to the following procedures:

**The duration of the agreement will not exceed the duration of the violation.**

**The minimum monthly payment will be \$50.00.**

**D. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP**

If the family owes the PHA money for rent arrears incurred during the minimum rent period, the PHA will calculate the total amount owed and divide it by 12 to arrive at a reasonable payback amount that the family will be required to pay to the PHA monthly in addition to the family's

regular monthly rent payment to the owner. The family will be required to pay the increased amount until the arrears are paid in full to the PHA.

The minimum monthly amount for a payment agreement incurred for minimum rent arrears is **\$50.00**.

If the family goes into default on the payment agreement for back rent incurred during a minimum rent period, the PHA will reevaluate the family's financial situation and determine whether the family has the ability to pay the increased rent amount and if not, restructure the existing payment agreement.

**E. GUIDELINES FOR PAYMENT AGREEMENTS [24 CFR 982.552(c)(v-vii)]**

Payment agreements will be executed between the PHA and the Head of Household, Co-Head and/or Spouse, and signed by all Members of Tenant Household 18 years of age or older.

The payment agreement must be executed by the Section 8 Program Specialist and the Section 8 Program Coordinator.

Payments may only be made by money order or cashier's check.

The agreement will be in default when a payment is delinquent by the one (1) month.

**The family's assistance will be terminated unless the PHA receives the balance of the payment agreement in full within 30 calendar days of the termination notice.**

Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of the Section 8 Program Coordinator.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the payment agreement is current:

- **Family size exceeds the HQS maximum occupancy standards**
- **The HAP contract is terminated due to owner non-compliance or opt-out**
- **A natural disaster**

**Additional Monies Owed:** If the family already has a payment agreement in place and incurs an additional debt to the PHA:

**The PHA will not enter into more than one payment agreement with the family.**

**Additional amounts owed by the family will be added to the existing payment agreement, and monthly payment will be doubled.**

**F. OWNER DEBTS TO THE PHA [24 CFR 982.453(b)]**

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 60 days.**
- **Pursue collections through the local court system.**
- **Restrict the owner from future participation.**

**G. WRITING OFF DEBTS**

Debts will be written off if:

- **The debtor's whereabouts are unknown and the debt is more than one (1) year old.**
- **A determination is made that the debtor is judgment proof.**
- **The debtor is deceased.**

## CHAPTER 18

### COMPLAINTS AND APPEALS

#### INTRODUCTION

The Informal Hearing requirements defined in HUD Regulations 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 Fayette County Housing Authority will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The PHA does require that complaints other than HQS violations be put in writing. If the complaint is not in writing, no further action will be taken. HQS complaints may be reported by telephone.

The PHA Hearing Procedures will be provided to families in the Briefing Packet.

#### Categories of Complaints

**Complaints from families:** If a family disagrees with an action or inaction of the PHA or owner.

Complaints from families will be referred to the Section 8 Program Coordinator. If a complaint is not resolved, it will be referred to the Solicitor, who serves as Hearing Officer for the Housing Authority.

**Complaints from owners:** If an owner disagrees with an action or inaction of the PHA or a family.

Complaints from owners will be referred to the Section 8 Program Coordinator. If a complaint is not resolved, it will be referred to the Solicitor, who serves as Hearing Officer for the Housing Authority.

**Complaints from staff:** If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to the Section 8 Program Coordinator.

**Complaints from the general public:** Complaints or referrals from persons in the community in regard to the PHA, a family or an owner will be referred to the Section 8 Housing Specialist. If a complaint is not resolved, it will be referred to the Section 8 Program Coordinator.

**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 with PHA staff to discuss the reasons for the denial and to dispute the PHA's decision.

**C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS  
[24 CFR 982.54(d)(12), 982.554]**

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 citizenship 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 if the applicant does not agree with the decision and

The time limit for requesting a review.

When denying admission for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the applicant with a copy of the criminal record upon which the decision to deny was based.

The PHA must provide applicants with the opportunity for an informal review of decisions denying:

Qualification for preference

Listing on the PHA's waiting list

Issuance of a voucher

Participation in the program

Assistance under portability procedures

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

A PHA determination not to grant approval of the 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 days from the date of the PHA's notification of denial of assistance. The informal review will be scheduled within 10 days from the date the request is received.

Since the Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person, it will be conducted by the Solicitor who serves as Hearing Officer for the Housing Authority.

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.

A notice of the review findings will be provided in writing to the applicant within 10 days after the review. It shall 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 [24 CFR 982.555(a-f), 982.54(d)(13)]**

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

The time limit for requesting the hearing

To whom the hearing request should be addressed

A copy of the PHA's hearing procedures

When terminating assistance for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the tenant/participant with a copy of the criminal record upon which the decision to terminate was based.

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

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

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 shall be scheduled within 10 days of the receipt of the request for the hearing. The notification of hearing will contain:

The date and time of the hearing

The location where the hearing will be held

The family's right to bring evidence, witnesses, legal or other representation at the family's expense

### **The PHA's Hearing Procedures**

After a hearing date is agreed to, 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 must contact the PHA within 24 hours, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear.

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;

Copy 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.

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.

Since the Informal Hearing must be conducted by someone who is neither the person who made or approved the decision, nor a subordinate of that person, it will be conducted by the Solicitor who serves as Hearing Officer for the Housing Authority.

The Hearing shall 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 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 shall 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 shall be provided in writing to the PHA and the family within 10 days and shall include:

A clear summary of the decision and reasons for the decision;

If the decision involves money owed, the amount owed and documentation of the calculation of monies owed;

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 to 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 shall send a letter to the participant if it determines the PHA is not bound by the Hearing Officer's determination within 10 days. The letter shall 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" [24 CFR Part 5, Subpart E]**

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

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 pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights 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 [24 CFR 982.204, 982.552(c)]**

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.

## CHAPTER 19

### SPECIAL HOUSING TYPES

[24 CFR 982.601]

#### INTRODUCTION

The PHA will permit the use of any special housing types in its program.

#### Verification of Need for Reasonable Accommodation

Acceptable documentation as verification of the need for reasonable accommodation would be a letter to the Fayette County Housing Authority describing how the special housing type requested provides the accommodation of which the person is in need. The request and documentation will be reviewed by the Section 504 Coordinator and a written response stating approval or disapproval will be sent to the applicant/participant within 20 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. SINGLE ROOM OCCUPANCY [24 CFR 982.602]**

HUD has determined that there is a demand for SROs in this area. Therefore, a single person may reside in an SRO housing unit. The Fayette County Housing Authority has 18 SRO Units located in the Gallatin Apartments Living Centre, Uniontown, Pennsylvania, which is operated by City Mission.

The PHA will use a separate lease for each assisted person residing in a SRO. However, because all units are contained in one building, only one (1) Housing Assistance Payments Contract will be executed.

#### **SRO Rent and Housing Assistance Payment [24 CFR 982.604]**

#### **Voucher Program**

The PHA 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.

#### **Utility Allowance**

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

### **Housing Quality Standards**

The PHA will 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 982.605**.

#### **B. CONGREGATE HOUSING [24 CFR 982.606]**

An elderly person or a person with disabilities may reside in a congregate housing unit.

The PHA may approve a family member or live-in aide to reside with the elderly person or 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 persons with disabilities.

#### **Congregate Housing Lease and HAP Contract [24 CFR 982.607]**

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.

If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

### **Housing Quality Standards**

The PHA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in **24 CFR 982.609**.

#### **C. GROUP HOMES [24 CFR 982.610, 982.612]**

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. If approved by the PHA, a live-in aide may reside with a person with disabilities.

The PHA must 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. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.

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 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.

#### **Group Home Lease and HAP Contract [24 CFR 982.611]**

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.

#### **Group Home Rent and HAP Contract [24 CFR 982.613]**

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent the PHA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

#### **Maximum Subsidy**

Unless there is a live-in aide, the family unit size is one bedroom. If there is a live-in aide, the live-in aide 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.

#### **Utility Allowance**

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.

#### **Housing Quality Standards**

The PHA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in **24 CFR 982.614**.

#### **D. SHARED HOUSING [24 CFR 982.615]**

##### **Occupancy**

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. The PHA must 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.

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 an 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.

### **Rent and HAP Contract**

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 owner to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The reasonable rent must be in accordance with the guidelines set in the "**Owner Rents, Rent Reasonableness, and Payment Standards**" Chapter.

### **Maximum Subsidy**

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.

### **Utility Allowance**

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.

### **Housing Quality Standards**

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 982.618**.

## **E. COOPERATIVE HOUSING [24 CFR 982.619]**

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 cooperatives 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 any utility.

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 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 persons with disabilities. If the PHA approves a live-in aide, the live-in aide will be counted when determining the family unit size.

### **Housing Quality Standards**

The PHA will ensure that all cooperative housing units approved for the program are in compliance with all of the Housing Quality Standards outlined in the "Housing Quality Standards and Inspections" chapter, and regulated by **24 CFR 982.401**.

### **F. MANUFACTURED HOMES [24 CFR 982.620]**

The PHA will permit a family to lease a manufactured home and space with assistance under the program. The PHA will not provide assistance for a family that owns the manufactured home and leases only the space.

The PHA may approve a live-in aide to reside with a 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 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.

### **Housing Quality Standards [24 CFR 982.621]**

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.

### **Manufactured Home Space Rental [24 CFR 982.622]**

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 for the space.

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.

### **Reasonable Rent**

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 for a manufactured home space until the PHA has determined that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the PHA will redetermine that the rent is reasonable.

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.

### **Housing Assistance Payments for Manufactured Home Space [24 CFR 982.623]**

#### **HAP for the Voucher Tenancy**

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 generally 40 percent of the published FMR for a two-bedroom unit.

#### **Subsidy Calculation for the Voucher Program**

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 total tenant payment; or

The rent paid for rental of the real property on which the manufactured home owned by the

family is located (the space rent) minus the total tenant payment.

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.

#### **Utility Allowance Schedule for Manufactured Home Space Rental [24 CFR 982.624]**

The PHA will establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family, if the family actually incurs the expenses because of a move.

Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place.

Utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.

#### **G. HOMEOWNERSHIP [24 CFR 982.625]**

##### **General**

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. The Fayette County Housing Authority currently has five (5) Vouchers approved for the Section 8 Homeownership Program. A copy of the Section 8 Homeownership Program is attached hereto and made a part of the Administration Plan.

The PHA must 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.

The PHA may make homeownership available to all who qualify, or restrict homeownership to families or purposes defined by the PHA.

The PHA may provide homeownership assistance in the form of monthly payments, or as a downpayment assistance grant. The PHA may choose to offer either or both forms, or may choose not to offer homeownership assistance. If the PHA offers both forms of assistance, the family chooses which form to receive.

The PHA must offer either form of assistance if necessary as a reasonable accommodation. However, the PHA may determine that homeownership assistance is not a reasonable accommodation if the PHA has otherwise opted not to implement a homeownership program.

A family may receive only one form of homeownership assistance. A family that includes a person who was an adult member of a family that previously received either form of homeownership assistance may not receive the other form from any PHA.

Families selected to receive homeownership assistance may choose either monthly assistance payments or a downpayment assistance grant.

### **Monthly Homeownership Assistance Payments**

The PHA will offer monthly homeownership assistance to tenant families who:

- Are currently enrolled and participating in the Self-Sufficiency Program operated by a Fayette County Housing Authority.
- Contain at least 1 adult family member who has been fully employed for at least one (1) year.
- A disabled family.

### **Monthly Homeownership Assistance: Eligibility Requirements [24 CFR 982.627]**

The family must meet all of the requirements listed below before the commencement of homeownership assistance:

- The family must be a participant of the Housing Choice Voucher Program.
- The family must qualify as a first-time homeowner, or may be a co-operative member.
- The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home.
- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement.

The PHA may establish a higher income standard for disabled families and/or for non-disabled families. However, a family that meets the federal minimum income requirement (but not the PHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing.

The family must meet the Federal minimum employment requirement.

- At least one adult family member who will own the home must be currently employed full time and must have been continuously employed for one year prior to homeownership assistance.
- HUD regulations define "full time employment" as not less than an average of 30 hours per week.

The Federal minimum employment requirement does not apply to elderly or disabled families.

Any family member who was an adult member of a family that previously defaulted on a mortgage obtained through the homeownership option is barred from receiving future homeownership assistance.

The PHA will impose the following additional initial requirements:

- The family has had no family-caused violations of HUD's Housing Quality standards within the last year.
- The family is not within the initial 1-year period of a HAP Contract.
- The family does not owe money to the PHA.
- The family has not committed any serious or repeated violations of a PHA-assisted lease within the past year.

**Homeownership Counseling Requirements [24 CFR 982.630]**

When the family has been determined eligible, they must attend and complete homeownership counseling sessions. These counseling sessions will be conducted by the Fayette County Community Action Agency. Such counseling shall be consistent with HUD-approved housing counseling.

The following topics will be included in the homeownership counseling sessions:

- Home maintenance (including care of the grounds);
- Credit counseling;
- How to negotiate the purchase price of a home;
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan preapprovals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA Jurisdiction;
- 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;

- Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- Information about Real Estate Settlement Procedures Act (RESPA), State and Federal Truth-In-Lending Laws, and how to identify and void loans with oppressive terms and conditions;

The Fayette County Housing Authority will also offer additional counseling after commencement of homeownership assistance (ongoing counseling). This counseling will be mandatory for all homeownership assistance recipients. The reason for this mandatory counseling is to make sure the families are either off to a good start, continue to fulfill program requirements, or are preparing for the termination of their assistance.

**Eligible Units [24 CFR 982.628]**

The unit must meet all of the following requirements:

The unit must meet HUD's "Eligible Housing" requirements. The unit may not be any of the following:

- A public housing or Indian housing unit;
- A unit receiving Section 8 Project-Based Assistance;
- A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
- A college or other school dormitory;
- On the grounds of penal, reformatory, medical, mental, or similar public or private institutions;
- The unit was already existing or under construction at the time the family was determined eligible for homeownership assistance.
- The unit is a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit has been inspected by the PHA and by an independent inspector designated by the family.
- The unit meets HUD Housing Quality Standards.
- The unit may be a home where the family will not own fee title to the real property (such as a manufactured home), if the home has a permanent foundation and the family has the right to occupy the site for at least 40 years.

The PHA must not approve the seller of the unit if the PHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation. The PHA may disapprove

the seller for any reason provided for disapproval of an owner in the voucher program.

**PHA Search and Purchase Requirements [24 CFR 982.629]**

The PHA has established the maximum time that will be allowed for a family to locate and purchase a home.

The family's deadline date for locating a home to purchase will be 90 from the date the family's eligibility for the homeownership option is determined.

The amount of time in which the family must obtain financing for and purchase of the home will be determined by the Fayette County Housing Authority on an individual basis.

If the family is unable to purchase a home, they may remain on the Section 8 Rental Assistance Program.

**Inspection and Contract [24 CFR 982.631]**

The unit must meet Housing Quality Standards, and must also be inspected by an independent professional inspector selected and paid by the family.

The independent inspection must cover major building systems and components. The inspector must be qualified to identify physical defects and report on property conditions, including major building systems and components. These systems and components include, but are not limited to:

- Foundation and structure;
- Housing interior and exterior;
- Roofing;
- Plumbing, heating, and electrical systems;

The independent inspector must not be a PHA employee or contractor. The PHA will not require the family to use an independent inspector selected by the PHA, but the PHA has established the following standards for qualification of inspectors selected by the family.

Copies of the independent inspection report will be provided to the family and the PHA. Based on the information in this report, the family and the PHA will determine whether any pre-purchase repairs are necessary.

**The PHA may disapprove the unit for homeownership assistance because of information in the report.**

The family must enter into a contract of sale with the seller of the unit. A copy of the contract must be given to the PHA. The contract of sale must specify the price and terms of sale, and provide that the purchaser will arrange for a pre-purchase independent inspection of the home. The contract must also:

- Provide that the purchaser is not obligated to buy the unit unless the inspection is satisfactory;
- Provide that the purchaser is not obligated to pay for necessary repairs; and
- Contain the seller's certification that he or she has not been debarred, suspended or subject to a limited denial of participation.

### **Financing [24 CFR 982.632]**

The family is responsible for securing financing. The PHA has established financing requirements, listed below, and may disapprove proposed financing if the PHA determines that the debt is unaffordable.

The PHA will prohibit the following forms of financing:

- Balloon payment mortgages

The PHA will require a minimum cash down payment for closing costs of one percent (1%) to be paid from the family's own resources.

### **Continued Assistance [24 CFR 982.633]**

Homeownership assistance may only be paid while the family is residing in the home. The family or lender is not required to refund homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to **CFR 982.551 (h) and (i)**.
- The family must supply information to the PHA or HUD as specified in **CFR 982.551(b)**. The family must further supply any information required by the PHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify the PHA before moving out of the home.
- The family must notify the PHA if the family defaults on the mortgage used to purchase the home.
- No family member may have any ownership interest in any other residential property.

Before commencement of homeownership assistance, the family must execute a statement in

which the family agrees to comply with all family obligations under the homeownership option.

**Maximum Term of Homeownership Assistance [24 CFR 982.634]**

Except in the case of elderly or disabled families, the maximum term of homeownership assistance is:

- 15 years, if the initial mortgage term is 20 years or longer, or
- 10 years in all other cases.

The elderly exception only applies if the family qualified as elderly at the start of homeownership assistance. The disabled exception applies if, at any time during receipt of homeownership assistance, the family qualifies as disabled.

If the family ceases to qualify as elderly or disabled during the course of homeownership assistance, the maximum term becomes applicable from the date assistance commenced. However, such a family must be afforded at least 6 months of homeownership assistance after the maximum term becomes applicable.

If the family receives homeownership assistance for different homes, or from different PHAs, the total is subject to the maximum term limitations.

**Homeownership Assistance Payments and Homeownership Expenses [24 CFR 982.635]**

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, the PHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in this plan for the Housing Choice Voucher program.

The PHA will pay the homeownership assistance payment to a lender on behalf of the family, directly to the family, or into an escrow account if directed as such a condition by the lender, and the lender does not require the payment to be made directly to them. The decision will be at the discretion of the PHA.

Some homeownership expenses are allowances or standards determined by the PHA in accordance with HUD regulations. These allowances are used in determining expenses for all homeownership families and are not based on the condition of the home.

Homeownership expenses include:

- Principal and interest on mortgage debt.
- Mortgage insurance premium.
- Real Estate Taxes and Public Assessments on the home.

- Homeowner Insurance.
- The PHA utility allowance used for the voucher program.
- The PHA allowance for routine maintenance costs of \$25.00 per month.
- The PHA allowance for major repairs and replacements of \$25.00 per month.
- Principal and interest on debt for improvements.

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

**Portability [24 CFR 982.636, 982.353(b) and (c), 982.552, 982.553]**

Subject to the restrictions on portability included in HUD Regulations and in Chapter 13 of this plan, the family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families.

The receiving PHA may absorb the family into its voucher program, or bill the initial PHA. The receiving PHA arranges for housing counseling and the receiving PHA's homeownership policies apply.

**Moving With Continued Assistance [24 CFR 982.637]**

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

The PHA prohibits more than one move by the family during any one year period.

**Denial or Termination of Assistance [24 CFR 982.638]**

Termination of homeownership assistance is governed by the policies for the Housing Choice Voucher Program contained in Chapter 15 of the Administrative Plan. However, the provisions of CFR 982.551 (c) through (j) are not applicable to Homeownership.

The PHA will terminate homeownership assistance if the family is dispossessed from the home due to a judgment or order of foreclosure.

The PHA will terminate homeownership assistance if the family violates any of the family obligations contained in this Section.

The PHA will terminate homeownership assistance if the family violates any of the following family obligations:

- Transfer or conveyance of ownership of the home;

- Providing requested information to the PHA or HUD;
- Notifying the PHA before moving out of the home;
- Violation of criminal behavioral requirements.

## GLOSSARY

### A. ACRONYMS USED IN SUBSIDIZED HOUSING

<b>AAF</b>	Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.
<b>ACC</b>	Annual Contributions Contract
<b>BR</b>	Bedroom
<b>CDBG</b>	Community Development Block Grant
<b>CFR</b>	Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of Federal rules which are first published in the Federal Register and define and implement a statute.
<b>CPI</b>	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
<b>ELI</b>	Extremely low income
<b>FDIC</b>	Federal Deposit Insurance Corporation
<b>FHA</b>	Federal Housing Administration
<b>FICA</b>	Federal Insurance Contributions Act - Social Security taxes
<b>FmHA</b>	Farmers Home Administration
<b>FMR</b>	Fair Market Rent
<b>FY</b>	Fiscal Year
<b>FYE</b>	Fiscal Year End
<b>GAO</b>	Government Accounting Office
<b>GFC</b>	Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).
<b>GR</b>	Gross Rent
<b>HAP</b>	Housing Assistance Payment
<b>HAP Plan</b>	Housing Assistance Plan

<b>HCDA</b>	Housing and Community Development Act
<b>HQS</b>	Housing Quality Standards
<b>HUD</b>	The Department of Housing and Urban Development or its designee.
<b>HURRA</b>	Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, rent calculations
<b>IG</b>	Inspector General
<b>IGR</b>	Independent Group Residence
<b>IPA</b>	Independent Public Accountant
<b>IRA</b>	Individual Retirement Account
<b>MSA</b>	Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PHA</b>	Public Housing Agency
<b>PMSA</b>	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PS</b>	Payment Standard
<b>QC</b>	Quality Control
<b>RFAT</b>	Request for Approval of Tenancy
<b>RFP</b>	Request for Proposals
<b>RRP</b>	Rental Rehabilitation Program
<b>SRO</b>	Single Room Occupancy
<b>SSMA</b>	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.
<b>TR</b>	Tenant Rent
<b>TTP</b>	Total Tenant Payment
<b>UA</b>	Utility Allowance
<b>URP</b>	Utility Reimbursement Payment

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING**

**1937 ACT.** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

**ADMINISTRATIVE PLAN.** The HUD required written policy of the Fayette County Housing Authority governing its administration of the Section 8 tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD as a supporting document to the PHA Plan.

**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.** Americans 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.

**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.

**"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.

**CERTIFICATE.** A Certificate issued by the PHA under the Section 8 pre-merger certificate program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation. Will no longer be issued after October 1, 1999.

**CERTIFICATE PROGRAM.** Pre-merger rental certificate program.

**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).

**COMMON SPACE.** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**CONGREGATE HOUSING.** Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

**CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT.** (Consolidated ACC). See 24 CFR 982.151.

**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 voucher program.

**CONTRACT.** (See Housing Assistance Payments Contract.)

**COOPERATIVE.** (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: See 24 CFR 982.619.

**COVERED FAMILIES.** Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

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

**DISABLED PERSON.** See Person with Disabilities.

**DISPLACED 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)).

**ECONOMIC SELF-SUFFICIENCY PROGRAM.** Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can 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 treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603 (c).

**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 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.

**EXCEPTION RENT.** In the pre-merger certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. See FMR/Exception rent.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are 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. HUD may establish income ceilings higher or lower than 30% of medical income for an area if HUD finds such variations are necessary due to unusually high or low family incomes.

**FAIR HOUSING ACT.** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.)

**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 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 near-elderly family;

A displaced family

The remaining member of a tenant family; and

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" can be further defined by the PHA).

**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 is 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 appropriate number of bedrooms for a family, as determined by the PHA under the PHA's subsidy standards.

**FMR/EXCEPTION RENT.** The fair market rent published by HUD headquarters. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance could not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the PHA adopts a payment standard schedule that is within 90% to 110% of the FMR for each bedroom size.

**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 attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

**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 and the utility allowance. If there is no utility allowance, Rent to Owner equals Gross Rent.

**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, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("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.** The Department of Housing and Urban Development.

**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.

**IMPUTED WELFARE INCOME.** An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

**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.** For pre-merger Certificate, pre-merger OFTO, and pre-merger Voucher tenancies, the lease language required by HUD in the lease between the tenant and the owner.

**LIVE-IN AIDE.** A person who resides with an elderly person 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, and 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.

**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. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low income families.

**MANUFACTURED HOME.** A manufactured structure that is built 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 and 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 an 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 or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

**MERGER DATE.** October 1, 1999.

**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.

**MUTUAL HOUSING.** Included in the definition of COOPERATIVE.

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

**NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

**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.

**OVER-FMR TENANCY (OFTO).** In the pre-merger Certificate program: A tenancy for which the initial gross rent exceeds the FMR/exception rent limit.

**OWNER.** Any persons or entity having the legal right to lease or sublease a unit to a participant.

**PARTICIPANT.** A family that has been admitted to the PHA's program and is currently assisted in the 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 monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

**PERSON WITH DISABILITIES.** A person who has a disability as defined in 42 U.S.C 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).

**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.

**PROCESSING ENTITY.** Entity responsible for making eligibility determinations and for income reexaminations. In the Section 8 Program, the "processing entity" is the "responsible entity."

**PROGRAM.** The Section 8 tenant-based assistance program under **24 CFR Part 982.**

**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).** PHA includes any State, county, municipality or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

A consortia of housing agencies, each of which meets the qualifications in paragraph (1) 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 a 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 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.

**REGULAR TENANCY.** In the pre-merger certificate program: A tenancy other than an over-FMR tenancy.

**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.

**SECTION 8.** Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

**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.

**SHARED HOUSING.** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type.

**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).

**SPECIFIED WELFARE BENEFIT REDUCTION.** Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**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 STANDARDS.** 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 PHA approval to lease a unit, until the time when the PHA approves or denies the request. 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.** For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

**TENANT.** The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). For a tenancy in the pre-merger certificate program, tenant rent equals the total tenant payment minus any utility allowance.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

**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.** In the voucher program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.

**UTILITY REIMBURSEMENT PAYMENT.** In the pre-merger certificate program, 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.

**VACANCY LOSS PAYMENTS.** (For pre-merger certificate contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

**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 pre-merger certificate and voucher programs.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**VIOLENT CRIMINAL ACTIVITY.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**VOUCHER (rental voucher).** A document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**VOUCHER HOLDER.** A family holding a voucher with an unexpired term (search time).

**VOUCHER PROGRAM.** The Housing Choice Voucher program.

**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. **FOR THE FSS PROGRAM (984.103(b)),** "welfare assistance" includes only cash maintenance payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.

**WELFARE RENT.** This concept is used ONLY for pre-merger Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.

If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.

If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

**WELFARE-TO-WORK (WTW) FAMILIES.** Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).

### **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 OF CITIZENSHIP OR ELIGIBLE STATUS.** 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 national of the United States.

**PHA.** A housing authority who operates Public Housing.

**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 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).

**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.

## **PROGRAM INTEGRITY ADDENDUM**

**[24 CFR 792.101 to 792.204, 982.54]**

### **INTRODUCTION**

The U.S. Department of Housing and Urban Development (HUD) conservatively estimates that 600 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 either are totally ineligible or are receiving benefits that exceed their legal entitlement.

The Fayette County Housing Authority is committed to assuring that the proper level of benefits is paid to all participating families and that housing resources reach only income-eligible families so that program integrity can be maintained.

The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the PHA's policies for the prevention, detection, and investigation of program abuse and fraud.

**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, the community, and 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 PHA staff discovers (as a function of a certification or recertification, an interim redetermination, 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, noncompliance, 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 (HUD-1140-OIG).** This program integrity bulletin (created by HUD's inspector general) will be furnished and explained to all applicants to promote 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 conclusion of all program orientation sessions, the family representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations were explained to them.

**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 (re)certification 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.

### **C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The PHA staff will maintain a high level of alertness 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, 5% of the files will be reviewed. At a minimum, such reviews shall examine:

- \* **Verification of all income and deductions**
- \* **Changes in reported Social Security numbers or dates of birth**
- \* **Authenticity of file documents**
- \* **Ratio between reported income and expenditures**
- \* **Consistency of signatures with previously signed file documents**
- \* **Dates and signatures on all documents**

**Observation.** The PHA management and occupancy staff (to include inspection personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

- \* **Observations will be documented in the family's file.**

**Public Record Bulletins.** These 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 annually 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:

- \* **At the time of initial application and final eligibility determination, if more than 120 days has elapsed.**
- \* **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 Program Coordinator. 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 to determine whether they warrant follow-up. The Section 8 Program Coordinator will not follow up on allegations that are vague or otherwise nonspecific. They will only review allegations that contain one or more independently verifiable facts.

**File Review.** An internal file review will be conducted to determine whether the subject of the allegation is a client of the PHA and, if so, whether or not the information reported has been previously disclosed by the family.

The PHA will then determine whether it is the most appropriate authority to do a follow-up (as compared to 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 are facts contained in the allegation that conflict with file data and that are independently verifiable, the Section 8 Program Coordinator will initiate an investigation to determine if the allegation is true or false.

**E. OVERPAYMENTS TO OWNERS**

If a landlord has been overpaid as a result of fraud, misrepresentation, or violation of the HAP 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 overpayments made as a result of landlord fraud or abuse. Payments 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, either the staff person who is responsible for the file or a person designated by the executive director to monitor program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

\* **Credit Bureau Inquiries.** In cases involving previously unreported income sources, a credit bureau inquiry may be made to determine whether the financial activity of a family conflicts with the family's reported income.

\* **Verification of Credit.** In cases where the financial activity conflicts with file data, a verification of credit form may be mailed to the creditor to determine the source of unreported income.

\* **Employers and Ex-Employers.** Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

\* **Neighbors/Witnesses.** Neighbors and/or other witnesses who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review may be interviewed.

\* **Other Agencies.** Investigators, caseworkers or representatives of other benefit agencies may be contacted.

\* **Public Records.** The PHA will review any relevant public records kept in a jurisdictional courthouse. Examples of public records that may be checked are real estate records, marriage and divorce records, uniform commercial code financing statements, voter registration rolls, 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 members by scheduling an appointment at the appropriate 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, accusations, 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 either in the participant's file or in a separate "work file." In either case, the participant's file or work file will be kept in a locked file cabinet. Such cases under review will be discussed only among PHA staff who are involved in the process or have information that may assist in the investigation.

**H. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the executive director or designee. It will then be determined whether the facts are inconclusive and, if so, whether a violation has or has not occurred.

**I. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

What type of violation has occurred (procedural noncompliance or fraud)

Whether the violation was intentional or unintentional

What amount of money (if any) is owed by the family

Whether the family is eligible for continued occupancy

**J. ACTION PROCEDURES FOR VIOLATIONS THAT 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 Noncompliance.** 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 are no retroactive assistance payments owed by the family.

Examples of noncompliance violations are:

Failure to appear at a prescheduled appointment

Failure to return verification in the time period specified by the PHA

- (a) **Warning Notice to the Family.** In such cases a notice containing the following will be sent to the family:

- \* **A description of the noncompliance and the procedure, policy, or obligation that was violated**

- \* **The date by which the violation must be corrected or the procedure complied with**

- \* **The action that will be taken by the 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 Noncompliance - Overpaid Assistance.** When the family owes money to the PHA for failure to report changes in income or assets, the PHA will issue a notice of overpayment of assistance. This notice will contain the following:

A description of the violation and the date(s)

The amount owed to the PHA

The number of days within which a response must be received

Acknowledgment of the family's right to disagree and to request an informal hearing along with instructions for requesting such a 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 explain and discuss the family obligation or program rule that was violated. The staff person will complete a participant counseling report, give one copy to the family, and retain a copy in the family's 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. This will be evaluated by determining whether the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, the briefing certificate, and the personal declaration are adequate to establish knowledge of wrongdoing.

Willful Intent. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- (a) An admission by the participant of the misrepresentation
- (b) Repetition of the misrepresentation
- (c) Use of a false name or Social Security number
- (d) Admissions of the illegal action or omission by the participant to others
- (e) Omission of material facts known to the participant (e.g., employment of the participant or other household member)
- (f) Falsification, forgery or altering of documents
- (g) Uttering and certifying to statements at an interim (re)determination that are later independently verified to be false

4. **Dispositions of Cases Involving Misrepresentations.** In all cases of misrepresentations 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 will:

**\* Refer the case to the local state or district attorney, notify HUD's regional inspector general for investigation (RIGI), and terminate rental assistance.**

(b) Administrative Remedies. The PHA will:

**\* Terminate assistance and demand restitution in full**

5. **The Case Conference for Serious Violations and Misrepresentations.** When the PHA has established that a material misrepresentation has occurred, a case conference will be scheduled with the family representative and the PHA staff person who is most knowledgeable about the circumstances of the case.

**\* This conference will take place prior to any proposed action by the PHA. The purpose of such a conference is to review the information and evidence obtained by the PHA with the participant and to give the participant an opportunity to explain any document findings that conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the PHA. The family will be given 10 days to furnish any mitigating evidence.**

**\* A secondary purpose of the case conference is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:**

**\* The duration of the violation**

**\* The number of false statements**

**\* The family's ability to understand the rules**

**\* The family's willingness to cooperate and to accept responsibility for the family's actions**

**\* The amount of money involved**

**\* The family's history**

**\* The presence or absence of criminal intent**

- 6. Notification to Participant of Proposed Action.** The PHA will notify the family of the proposed action no later than 10 days after the case conference by certified mail.



**FAYETTE COUNTY HOUSING AUTHORITY**

**SECTION 8 HOMEOWNERSHIP PROGRAM**

# FAYETTE COUNTY HOUSING AUTHORITY SECTION 8 HOMEOWNERSHIP PROGRAM

## I. PURPOSE

The Fayette County Housing Authority's (FCHA) Homeownership Program is designed to promote and support homeownership by a "first-time" homeowner, a family who meets the definition in this Plan. It allows an eligible family to purchase a home with voucher homeownership assistance in accordance with 24 CFR 982. Voucher Assistance Payments supplement the family's income to facilitate the transition from rental to homeownership. The initial availability of these assistance payments helps the family pay the cost of homeownership so that the family can finance the purchase of the home.

In addition, Voucher Homeownership Assistance payment for a cooperative homeowner is specifically authorized for both families who are first time cooperative homeowners or families who owned the cooperative unit prior to receiving Section 8 Assistance.

## II. FAMILY PARTICIPATION REQUIREMENT

- A. In order to assure a successful transition from rental to homeownership, this Program shall be open only to those who are currently being assisted by the Housing Choice Voucher Program.
  - FCHA shall require families to be a participant in the HCV Program for at least 1 year before being eligible to participate in the Homeownership Program.
    - Families will be selected to participate in the Homeownership Program based on the date and time of the family providing a written statement that they wish to participate in the program and the family meets the basic requirements for eligibility to participate in the program
- B. Five (5) of the Fayette County Housing Authority's Housing Choice Vouchers shall be utilized at any one time in the program; however, FCHA retains the option to adjust the program size based on usage, need and availability.
- C. The family is qualified to participate as set forth in Section III of this Program.
- D. The unit to be purchased is eligible as set forth in Section IV of this Program.
- E. The family must satisfactorily complete the required Pre-Assistance Homeownership Counseling and fulfill other program requirements.

- Qualified families will be selected and issued a homeownership voucher according to the following:
  - Date and time of meeting all the required family participation requirements, and if more than one family has the same date and time of completion, then the earliest date and time of entering into the HCV Program

### III. FAMILY ELIGIBILITY REQUIREMENTS

- A. The family is currently a participant in FCHA's Section 8 Housing Choice Voucher Program, fulfilling their current requirements of the program and qualifies to participate in the Homeownership Program.
- B. At the commencement of homeownership assistance, the family must be one of the following:
  - 1. A first-time homeowner as defined by the Voucher Homeownership Program; or
  - 2. A cooperative member; or
  - 3. A family of which a family member is a person with disabilities, and the use of the homeownership option is needed as a reasonable accommodation so the program is readily accessible to and usable by such person.
- C. At commencement of homeownership assistance for the family, the family must demonstrate that its total annual income (gross income), as determined by the Fayette County Housing Authority, of all adult family members who will own the home at commencement of homeownership assistance is not less than the Federal minimum hourly wage multiplied by 2,000 hours. Public assistance income may not be used from meeting this requirement, except for households in which the head or co-head is elderly or disabled and households that include a disabled person other than head or co-head. However, in the case of disabled families, the minimum income shall be equal to the monthly Federal Supplemental Security Income (SSI) for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve.

Except in the case of an elderly family or a disabled family, the Fayette County Housing Authority shall not include any welfare assistance received by the family in determining minimum annual income.

The disregard of welfare assistance income under the preceding paragraph only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance in accordance with this Section, but does not affect:

1. The determination of income eligibility for admission to the Section 8 Housing Choice Voucher Program; or
2. Calculation of the amount of the family's total tenant payment (gross Family contribution); or
3. Calculation of the amount of homeownership assistance payments on behalf of the family.

In the case of an elderly family or a disabled family, welfare assistance shall be counted in determining annual income.

- D. The family must be in compliance with the current conditions of the program, in compliance with the current lease, and must terminate their current assistance in compliance with the lease.
- E. Participants in the program must enroll in the counseling program and complete the program and be deemed mortgage ready before a homeownership voucher is issued. At a minimum, the counseling will cover the following:

- Home Maintenance
- Budget Counseling
- Credit Counseling
- Negotiating the Purchase Price
- Financing
- Deconcentration
- HQS and Inspections

- F. The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:
1. Is currently employed on a full-time basis (the term "full-time" means employment not less than an average of 30 hours per week); and
  2. Has been continuously employed during the year before commencement of homeownership assistance for the family.

This requirement shall be considered fulfilled if:

1. The family member is self-employed and earning a net income (income after business expenses have been deducted) that equals the Federal minimum hourly wage multiplied by 2,000 hours; or
2. Any employment interruptions either were not the fault of the family member; or were for less than 30 days and caused by an effort to improve

the family's situation.

The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family, other than an elderly family or a disabled family, includes a person with disabilities, an exemption from the employment requirement shall be granted, if the Fayette County Housing Authority determines that an exemption is needed as a reasonable accommodation, so that the program is readily accessible to and usable by persons with disabilities.

- G. The Fayette County Housing Authority shall not commence homeownership assistance for a family if any family member has previously received assistance under a homeownership option, and while an adult has defaulted on a mortgage securing debt incurred to purchase the home.
- H. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member shall have a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.

#### **IV. ELIGIBLE UNITS**

- A. Any unit that is eligible under the Section 8 Rental Assistance Program is eligible for this Program. The types of units eligible are:
  - 1. Single family dwellings;
  - 2. Condominiums, Townhouses, single side of a duplex, Rowhouses;
  - 3. Cooperatives, lease purchase units; and
  - 4. Site installed manufactured housing and their pads (must have at least a permanent foundation and at least a 40-year lease).
- B. The unit must be either existing or under construction (the footers have been poured) at the time the family enters into the Contract of Sale.
- C. The unit must be either a one unit property or a single dwelling unit in a cooperative, complex or condominium.
- D. The unit must pass the Housing Quality Standards (HQS) inspection by FCHA, and have been inspected by an independent inspector designated and paid for by the family. The unit must be acceptable to the family and PHA after both parties review the independent inspector's report.

- E. The seller cannot be debarred, suspended, or subject to a limited denial of participation by HUD.
- F. If the unit is owned by the Fayette County Housing Authority or by an entity substantially controlled by the Housing Authority, the following additional conditions must be met:
  - 1. The purchasing family must verify in writing that it is purchasing the unit without any Housing Authority coercion, steering or pressure; and
  - 2. An independent agency, approved by HUD, must perform the following functions:
    - a. Inspect the unit for HQS compliance;
    - b. Review the independent inspection report;
    - c. Determine the unit type is eligible for the program
    - d. Review the sales contract; and
    - e. Determine the reasonableness of the sale price and any Housing Authority provided financing.

## **V. SEARCHING FOR A NEW HOME**

Because the financial stability of the Section 8 Program depends upon either having units under lease or being purchased, it is necessary for the Fayette County Housing Authority to limit the amount of time a qualified family can take between the time a Housing Choice Voucher is issued to the family and the time a home is identified that the family wishes to purchase. Families will have up to ninety (90) days to locate an appropriate property and notify the Housing Authority. If extraordinary difficulties are encountered, the family can request up to two (2) thirty (30) day extensions, which may be granted at the sole discretion of the Fayette County Housing Authority. If an extension is requested and granted, the family will report orally to the Housing Authority every two (2) weeks to update the Housing Authority on the progress of its search.

Once a suitable property has been identified and an Agreement to Purchase Contract is executed, the Fayette County Housing Authority will determine a maximum time in which the closing must occur and when the family will take occupancy of the property. This time frame will vary depending on financing and market conditions.

If the family is unable to locate a suitable home to purchase, it can request that the Housing Choice Voucher be converted into a Rental Assistance Voucher. This request

must be made before the Voucher expires. Approval of the request will be at the sole discretion of the Fayette County Housing Authority

Additional time will be granted to a disabled family as a reasonable accommodation if justified by the family's actions and/or housing market conditions.

## **VI. HOMEOWNERSHIP COUNSELING**

Before the commencement of homeownership assistance for a family, the family must attend and satisfactorily completed a pre-assistance homeownership and housing counseling program required by the Fayette County Housing Authority (pre-assistance counseling). The counseling will be conducted by a HUD-approved counseling agency, or if this is not available, the Housing Authority shall make other arrangements for the pre-assistance counseling.

Among the topics to be covered in the PHA-required pre-assistance counseling program are:

- A. Home maintenance (including care of the grounds);
- B. Budgeting and money management;
- C. Credit counseling;
- D. How to negotiate the purchase price of a home;
- E. How to obtain homeownership 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.
- F. How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
- G. 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;
- H. Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- I. Information about the Real Estate Settlement Procedures Act (RESPA), State and Federal Truth-in-Lending Laws, and how to identify and avoid loans with oppressive terms and conditions.

The Fayette County Housing Authority will also offer additional counseling after commencement of homeownership assistance (ongoing counseling). This counseling will

be mandatory for all homeownership assistance recipients. The reason for this mandatory counseling is to make sure the families are either off to a good start, continue to fulfill program requirements, or are preparing for the termination of their assistance.

## **VII. HOME INSPECTIONS**

The Fayette County Housing Authority will not commence homeownership assistance for a family until it has inspected the unit, determined that the unit passes Housing Quality Standards (HQS), and the family has met all other conditions of the homeownership program. The HQS and independent inspection are requirements that must be fulfilled and included in the sales contract. The Authority may at the request of the participating family, pre-inspect the unit for HQS compliance prior to entering into an offer to purchase, although it is not required by the regulations. The HQS inspection will be conducted by the Housing Authority before the independent professional services are secured by the family.

The unit must also be inspected by an independent professional inspector selected by and paid for by the family. 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. The Fayette County Housing Authority may provide a list of available independent inspectors, but the family is not required to use one of the inspectors on the list, and may secure a qualified independent contractor of their choice to perform the services. The independent inspector may not be a Housing Authority employee or other person under the control of the Housing Authority. The independent inspector shall be certified by the American Society of Home Inspectors, National Association of Home Inspectors, or one whose credentials and inspections are accepted by three local lenders. It shall be the responsibility of the inspector to verify that the inspector meets this certification and qualifications.

The independent inspector must provide a copy of the inspection report both to the family and to the Fayette County Housing Authority. The Housing Authority will not continue processing the unit for eligibility and homeownership assistance for the family until it has reviewed the inspection report of the independent inspector. Even if the unit complies with the HQS, the Housing Authority shall have the discretion to disapprove the unit for assistance under the homeownership option because of noted deficiencies or information in the inspection report.

## **VIII. CONTRACT OF SALE**

Before commencement of homeownership assistance, a member or members of the family that will be the potential owner must enter into a Contract of Sale with the seller

of the unit to be acquired by the family. The family must provide the Fayette County Housing Authority a copy of the Contract of Sale.

The Contract of Sale must:

- A. Specify the price and other terms of sale by the seller to the purchaser.
- B. Provide the purchaser will arrange for a Housing Authority inspection of the dwelling unit and the unit must pass the Housing Quality Standards (HQS) inspection.
- C. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
- D. Provide that the purchaser is not obligated to purchase the unit unless the inspections are satisfactory to the purchaser and Housing Authority.
- E. Provide that the purchaser is not obligated to pay for any necessary repairs.
- F. Provide that the purchaser is not obligated to purchase if not able to obtain the necessary financing for the purchase,
- G. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation by HUD.

#### **IX. FINANCING THE PURCHASE OF THE HOME**

- A. A purchasing family must invest at least three percent (3%) of the purchase price of the home they are buying in the property. This can take the form of either a down payment, closing costs, or a combination of the two. Of this sum, at least one percent (1%) of the purchase price must come from the family's personal resources, or;
- B. The family must qualify for the mortgage loan under a program that is guaranteed by private insurers or the state or federal government, complies with the secondary mortgage underwriting requirements, or complies with generally acceptable private underwriting standards, taking into account the fact that this is by definition of a low-income family.
- C. If the home is purchased using FHA Mortgage Insurance, it is subject to FHA Mortgage Insurance requirements.
- D. As with all loans, if the loan is financed either by the seller or a non-traditional mortgage lending Institution or individual, the loan shall be subject to the review of the Fayette County Housing Authority. The Housing Authority will closely verify

that there are no unusual or onerous requirements in the loan documents and that the mortgage is affordable to the purchasing family. Also, the lender must require that an appraisal of the property is conducted, and the appraiser must determine that the property is worth at least as much as the purchase price.

- E. No balloon payment mortgages, or negative amortization mortgages shall be allowed in the Program.
- F. Generally, fixed-rate mortgages shall be used in the program, however adjustable-rate mortgages shall be acceptable should the situation demand its use.
- G. All mortgage loans must close within the period of time established by the Fayette County Housing Authority at the time the purchaser and seller agreed upon and entered into their Contract of Sale.
- H. The Fayette County Housing Authority may assist homeownership participants with closing costs through an alternative program administered by FCHA. Participants must:
  - 1. Be employed for a minimum of one (1) year; and
  - 2. Have one percent (1%) of their own money for closing costs.

OR

- 1. Be a household headed by a person with a disability; and
- 2. Have one percent (1%) of their own money for closing costs.

#### **X. REQUIREMENTS FOR CONTINUING ASSISTANCE**

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, the Fayette County Housing Authority may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the Housing Authority the homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

- A. The family must attend and complete ongoing homeownership and housing counseling before the assistance and continue with any mandatory counseling in order for assistance to continue.
- B. The family must comply with the terms of any mortgage securing debt incurred to purchase the home. The family may not refinance without approval of FCHA.

- C. As long as the family is receiving homeownership assistance, or use and occupy the home, they are subject to the following requirements:
1. The family must use the assisted unit as sole residence by the family. The unit must be the family's only residence.
  2. The composition of the assisted family residing in the unit must be approved by the Fayette County Housing Authority. The family must promptly inform the Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request Housing Authority approval to add any other family member as an occupant of the unit. No other person, other than members of the assisted family, may reside in the unit, except for a foster child or live-in aide.
  3. The family must promptly notify the Fayette County Housing Authority if any member no longer resides in the unit.
  4. If the Fayette County Housing Authority has given approval, a foster child or live-in aide may reside in the unit.
  5. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
  6. The family must not sublease, sublet the unit or sublease or sublet any portion of the unit.
  7. The family must not assign the ownership, or transfer the unit.
  8. The family must supply any information or certification requested by the Housing Authority to verify that the family is living in the unit, or information relating to a family absence from the unit, including any Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Housing Authority for these purposes. The family must promptly notify the Housing Authority of their absence from the unit.
- D. The family must obtain a mortgage on the home for debt incurred to finance the purchase of the home. The families are permitted to refinance such debt, but only after review and approval of all financing and other conditions are acceptable by the FCHA.
- E. 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 Paragraph C above. In the case of a divorce or family separation, the assistance shall follow the court decree.

- F. The family shall supply the Fayette County Housing Authority with any required information requested by the Housing Authority. In particular, this shall include information relating to the following:
  - 1. Citizenship, eligible alien status, or related immigration matters;
  - 2. Family income and composition;
  - 3. Social security numbers or verification that the family member does not have a Social Security number;
  - 4. Any mortgage or other debt placed on the property;
  - 5. Any sale or transfer of any interest in the home;
  - 6. Other conditions that are set forth by the assisted program; and
  - 7. The family's homeownership expenses.
- G. The family must notify the Housing Authority before the family moves out of the home.
- H. The family must notify the Housing Authority if the family defaults on a mortgage securing any debt incurred to purchase the home.
- I. During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other residential property.
- J. 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.
- K. The family must secure the written permission of the Fayette County Housing Authority before it refinances any debt secured by the home or places any additional secured debt on the property.
- L. The family must assure the Fayette County Housing Authority that all real estate taxes and mortgage insurance, if required, are paid on a timely basis. If they are not paid, assistance shall be terminated.

## **IX. MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE**

- A. Except in the case of a family who qualifies as an elderly or disabled family, family members shall not receive homeownership assistance for more than fifteen (15) years if the initial mortgage incurred to finance purchase of the home has a term of twenty (20) years or longer. The term of assistance shall be no more than ten (10) years, in all other cases.
- B. The maximum term described in the preceding paragraph applies to any adult member of the family who has an ownership interest in the unit during the time the homeownership payments are made, or is the spouse of any member of the household who has an ownership interest during the time the homeownership payments are made.
- C. As noted in Paragraph A of this Section, the maximum homeownership assistance term does not apply to elderly and disabled families. 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. 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 six (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 Program).
- D. If the family has received such assistance for different homes, or from different Housing Authorities, the total of such assistance terms is subject to the maximum term described in Paragraph A of this Section.

## **XII. AMOUNT AND DISTRIBUTION OF HOMEOWNERSHIP ASSISTANCE**

- A. While the family is residing in the home, the Fayette County Housing Authority 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 homeownership expenses minus the Total Tenant Payment.
- B. The payment standard for a family is the lower (lesser) of:

1. The payment standard for the family unit size; or
2. The payment standard for the size of the home.

If the home is located in an exception payment standard area, the Fayette County Housing Authority will use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater (higher) of:

1. The payment standard (as determined in accordance with Paragraph B of this Section) at the commencement of homeownership assistance for occupancy of the home; or
2. The payment standard (as determined in accordance with Paragraph B 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.

The Fayette County Housing Authority will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program.

- C. A family's homeownership expenses shall include the following items:
1. Principal and interest on the mortgage debt, and any mortgage insurance premium incurred to finance purchase of the home;
  2. Real estate taxes and public assessments on the home;
  3. Homeowner insurance;
  4. Maintenance expenses of \$25.00 per month;
  5. An allowance of \$25.00 per month for costs of major repairs and replacements;
  6. The Fayette County Housing Authority's Utility Allowance for the home; and
  7. 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 Housing Authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such

person.

- D. Homeownership expenses for a cooperative member may only include amounts to cover:
1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
  2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
  3. Homeowner insurance;
  4. The PHA allowance for maintenance expenses;
  5. The PHA allowance for costs of major repairs and replacements;
  6. The PHA utility allowance for the home; and
  7. 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 Housing Authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- E. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.
- F. Generally, the Fayette County Housing Authority will pay homeownership assistance payments directly to the lender on behalf of the family. FCHA may pay the assistance directly to the family or make payment into an escrow account if directed as such a condition by the lender and the lender does not require the payment to be made directly to them. If there is any excess assistance, it will be paid directly to the family.
- G. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, the Fayette County Housing Authority retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

### **XIII. HOMEOWNERSHIP PORTABILITY**

- A. A family may qualify to move outside the initial Fayette County Housing Authority's jurisdiction with continued homeownership assistance under the voucher program. Families determined eligible for homeownership assistance by the Fayette County Housing Authority may purchase a unit outside their jurisdiction, if:
  - 1. They meet the normal requirements for portability under the rental program;
  - 2. The receiving housing authority is administering a voucher homeownership program and the family meets the receiving housing authority's eligibility requirements; and
  - 3. The receiving housing authority is accepting new homeownership families.
- B. Conversely, if the Fayette County Housing Authority has slots open in the homeownership program, they will accept homeowners exercising portability from another program and absorb such families, if possible.
- C. In general, the portability procedures described previously in the Administrative Plan of the Fayette County Housing Authority apply to the homeownership option. The administrative responsibilities of the initial and receiving housing authorities 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 program.
- D. The family must attend the briefing and counseling sessions required by the receiving housing authority. The receiving housing authority will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving housing authority must promptly notify the initial housing authority 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 housing authority.
- E. Continued assistance under the portability procedures is contained in the Moving With Continued Tenant-Based Assistance section of this Homeownership Program.

### **XIV. MOVING WITH CONTINUED TENANT-BASED ASSISTANCE**

- A. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. 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). The Fayette County Housing Authority will 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. No more than one move per year may occur in the program.

- B. The Fayette County Housing Authority must be able to determine that all initial requirements have been satisfied if a family who has received homeownership assistance wants to move to a new unit with continued homeownership assistance. However, the following requirements do not apply:
1. The family does not have to meet the pre-assistance counseling requirement
  2. The family does not have to meet the first time homebuyer requirement.
- C. The Fayette County Housing Authority will deny permission to move with continued assistance if:
1. There are insufficient funds to provide continued assistance; or
  2. The family has failed to fulfill the family obligations in accordance with FCHA and/or regulatory requirements; or
  3. The family has defaulted on a FHA insured mortgage, and failed to convey title to the home to HUD or HUD's designee, and moved from the home within the period established by HUD; or
  4. The family is in violation of the basic terms of the voucher program; or
  5. The family is in violation of criminal behavioral requirements.

## **XV. Denial or Termination of Assistance**

Fayette County will terminate assistance for the family and will deny assistance for the family if:

1. The family has failed to fulfill the family obligations in accordance with FCHA and/or regulatory requirements;
2. The family has defaulted on a FHA insured mortgage, and failed to convey title to the home to HUD or HUD's designee, and moved from the home within the period established by HUD; or
3. The family is in violation of the basic terms of the voucher program; or
4. The family is in violation of criminal behavioral requirements.

## HOMEBUYER CHECKLIST

When you apply for a mortgage loan, you (and the co-borrower, if one is being used) may need to provide the lender all of the following information. Lenders may require additional or less information than listed, since each lender has differing standards and required documentation to approve the requested loan. Please ensure that the information is complete and up-to-date (not more than 90 days old) and in accordance with the specific lenders requirements.

1. Two of your most recent pay stubs. Include year-to-date (YTD) from your present employer(s) and/or documentation if you have any other forms of income. These are also needed for any other adults who will reside in your new home.
2. Documentation of Social Security Benefits.
3. Annual documentation of child support payments.
4. Bank statements for all accounts from the last three (3) months.
5. W-2s and complete income tax returns for the last two (2) years.
6. Names, addresses, account numbers, balances and monthly payments on all installment debts; include charge cards, car loans, students loans, child care expenses, and child support payments.
7. Driver's license and Social Security Card.
8. Names and addresses of landlords for the last two (2) years.
9. Bankruptcy papers (if applicable).
10. Consumer Credit Counseling papers (if applicable).
11. Papers pending on any judgment or financial settlement.
12. Proof of immigration status, if not a U.S. Citizen.

**THIS FORM IS FOR THE BORROWER'S USE. IT DOES NOT HAVE TO BE COMPLETED AND RETURNED TO THE FAYETTE COUNTY HOUSING AUTHORITY.**

## LENDING INSTITUTIONS

### USDA RURAL DEVELOPMENT (Mission Area)

Butler Area Office

602 Evans City Road, Suite 101

Butler, PA 16001-8701

(724) 482-4800, Ext. 100 (Phone) OR (724) 482-4826 (Fax)

Dolly Magda

### BENEFICIAL CONSUMER DISCOUNT COMPANY

934 ½ Morgantown Street

Uniontown, PA 15401

(724) 437-4507

### CARNEGIE FINANCIAL GROUP

150 E. Main Street

Carnegie, PA 15106

(724) 278-3155

### CITI FINANCIAL SERVICES, INC.

682 W. Main Street

Uniontown, PA 15401

(724) 437-1504

575 Morgantown Road

Uniontown, PA 15401

(724) 438-4564

### FIRST FEDERAL SAVINGS AND LOAN

ASSOCIATION OF GREENE COUNTY

1 W. Main Street

Uniontown, PA 15401

(724) 437-2861

### CARTERET MORTGAGE CORPORATION

25 Cedar Street

Uniontown, PA 15401

(724) 438-3227

Secondary Lender

FANNIE MAE – PITTSBURGH PARTNERSHIP OFFICE

625 Liberty Avenue

Dominion Tower, Suite 910

Pittsburgh, PA 15222

(412) 288-3563 (Phone) OR (412) 288-3570 (Fax)

Francine B. Cameron, Deputy Director

CENTRA BANK  
69 Main Street  
Smithfield, PA 15478  
724-569-9551 or 569-9510

**KEY POINTS OF THE FAYETTE COUNTY HOUSING AUTHORITY  
HOMEOWNERSHIP VOUCHER PROGRAM**

The family must be a current voucher program participant.

Instead of using voucher subsidy to help families with rent, the homeownership option allows first-time homeowners to use voucher subsidy to meet monthly mortgage expenses.

The family must attend and satisfactorily complete Homeownership Counseling Classes conducted by a HUD-Approved Counseling Agency or agency that meets the requirements of FCHA's program.

The family must be credit ready to qualify for a mortgage and must be able to secure their financing. A list of financial institutions is included in this packet; however, the family may secure any financial institution they so desire. If a family needs additional counseling above the basic counseling requirements, FCHA will refer them to an Approved Counseling Agency.

Except in the case of elderly or disabled families, one or more adult members of the family who will own the home must be currently employed on a full-time basis, with an annual income of at least \$10,300, and must have been continuously employed for at least one (1) year.

It is the family's responsibility to find a home that qualifies for voucher homeownership assistance. The Fayette County Housing Authority must conduct an initial HQS inspection of the property, and the family will be required to select and pay for an independent professional inspector to also conduct an inspection on the property selected by the family. These inspections will be conducted prior to closing the loan or receipt of any assistance in the program.

**FAYETTE COUNTY HOUSING AUTHORITY HOUSING CHOICE  
VOUCHER PROGRAM**

**STATEMENT OF FAMILY OBLIGATIONS**

When the family's unit is approved, the family must follow the rules listed below in order to continue participation in the Housing Choice Voucher Homeownership Program. Except for disabled and elderly families, a family may receive homeownership assistance for a maximum of fifteen (15) years on a mortgage with a term of twenty (20) years or more, and ten (10) years on a mortgage with a fifteen (15) year term or less. Homeownership Assistance Payments are contingent on the family's compliance with the requirements of this Statement of Family Obligations and the Policies of the Fayette County Housing Authority and requirements of HUD.

The family must:

1. Supply any information that the Fayette County Housing Authority and HUD determines is necessary to determine eligibility and the amount of Homeownership Assistance Payment. This includes reporting and verifying the names, citizenship requirements, Social Security numbers of all persons living in the household, and all family's income from all sources.
2. Promptly notify the Fayette County Housing Authority, in writing, of any changes in income, either increase or decrease.
3. Report any changes in household composition, and request written approval of by the Fayette County Housing Authority to add any other family member as an occupant of the unit.
4. Promptly notify the Fayette County Housing Authority, in writing, if the family is absent from the unit for 30 days or more. Homeownership Assistance Payments will be made only for the months the family resides in the unit.
5. Use the assisted unit for sole residence by the family. The unit must be the family's only residence.
6. Promptly notify the Fayette County Housing Authority, in writing, of the birth, adoption, or court-awarded custody of a child or any change in the family's status.

The family (including each family member) must not:

1. Commit fraud, bribery or any other corrupt or criminal act in connection with this Program.
2. Engage in drug-related criminal activity or violent criminal activity.
3. Receive Homeownership Assistance Payments while receiving another housing subsidy for the same unit or a different unit under any other Federal, State, or Local Housing Assistance Program.
4. Refinance the home without written permission of the FCHA.

5. Breach any conditions of the FCHA program requirements.

For continued assistance under the Housing Choice Voucher Program, the family must:

1. Attend and complete post homeownership counseling.
2. Comply with terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
3. Not sell or transfer the home to anyone other than a member of the assisted family who resides in the home while receiving homeownership assistance.
4. Supply all required information to the Fayette County Housing Authority, including, but not limited to, annual household income, verifications and homeownership expenses.
5. Provide notice of move-out to the Fayette County Housing Authority before the family moves out of the home.
6. Provide notice to the Fayette County Housing Authority of mortgage default or if thirty (30) days delinquent in mortgage payment.
7. Not have any ownership interest in any other residential property during the time the family receives homeownership assistance.
8. Provide verification to the Fayette County Housing Authority that the family is current on payment of the mortgage, taxes, insurance, and utility payments at each annual recertification, or upon request.
9. Breach any conditions of FCHA's program

By signing this Statement, I/We certify that I/We have read and understand the Family Obligations as a participant of the Housing Choice Voucher Homeownership Program. Any information I/We provide must be true and correct. I/We also agree to comply with all family obligations under the Housing Choice Voucher Homeownership Program. I/We understand that the Homeownership Assistance Payment may be withheld, recovered or terminated for any violation of the terms and conditions of this Statement of Family Obligations under the Housing Choice Voucher Program.

\_\_\_\_\_  
**Head of Household**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Spouse**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Other household member 18 years or older**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Other household member 18 years or older**

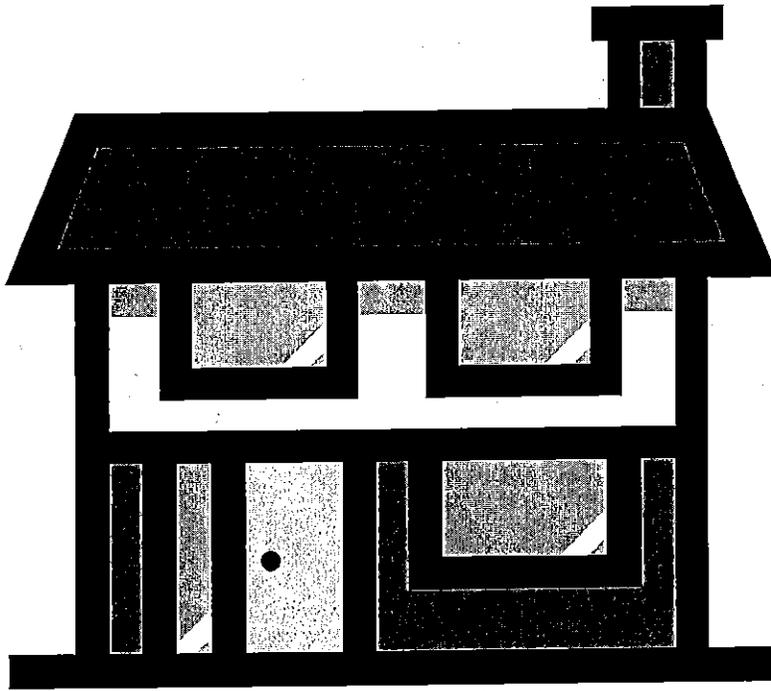
\_\_\_\_\_  
**Date**

# HOUSING CHOICE VOUCHER FAMILIES



**ARE YOU READY FOR HOMEOWNERSHIP?**

**THE HOUSING CHOICE VOUCHER  
HOMEOWNERSHIP PROGRAM  
FAYETTE COUNTY HOUSING AUTHORITY**



## **Now you can use your Housing Choice Voucher to help you purchase a home of your own.**

The Department of Housing and Urban Development (HUD) has expanded the Housing Choice Voucher Program to include a homeownership option. Now, the same program that has helped you rent safe, decent and sanitary housing can help you purchase a home.

### **HOW DOES IT WORK?**

In the Housing Choice Voucher Program, you can continue to receive a monthly subsidy from the Fayette County Housing Authority. The difference is that the payment is no longer sent to your landlord – instead it is sent to you or your lender to help you make your monthly mortgage payment. You are still responsible for finding a home to buy that you can afford, and you must meet the qualifying criteria for a loan that may include coming up with a down payment.

## WHO IS ELIGIBLE?

- Anyone who has been assisted under the Housing Choice Voucher Program or anyone who receives a Housing Choice Voucher and has been a program participant for one-year.
- One or more adult members of your family must be employed full-time (working an average of 30 hours per week or more).
- Your total household income, not including welfare income, has to be at least \$10,300.
- You must be a first time homebuyer, meaning that no one in your household owned a home within the last three (3) years.
- There are exceptions to some of these requirements for elderly and disabled persons, and for single parents and displaced homemakers.

## HOW MUCH MONEY WILL I NEED TO PURCHASE A HOME?

Buying a home requires careful planning and savings. Here are some of the costs you should consider:

1. **Down Payment:** The Housing Choice Voucher Homeownership Program may require that you have a minimum down payment of 3% of the purchase price. Up to 2% may come from a relative or another source, and at least 1% must come from your own funds.
2. **Closing Cost:** There are several fees that must be paid at the time you close on your home. These could include appraisal fees, home inspection fees, loan fees, title and escrow fees, and prepayment of insurances, etc. People usually spend a few thousand dollars on closing costs.
3. **Monthly Payments:** Your monthly payments include not just your mortgage, but may also include property taxes and homeowner's insurance. Your lender may require that you have mortgage insurance also. These costs can be higher than what you are currently paying as a renter or in some cases may be lower, depending on the circumstances.

4. **Maintenance:** It is generally recommended that homeowners have a savings account to pay the costs of maintaining a home, repairing appliances, etc. . As a rule of thumb, you may want to consider saving an amount equal to 1% of the purchase price of the home each year. For example: if you bought a \$60,000.00 home, you might want to save at least \$600.00 per year for maintenance expenses.
5. **Utilities:** As a homeowner, you will be responsible for paying all of your own utilities, including water, sewage, garbage, gas and electric.

## **HOW DO I FIND A HOUSE TO PURCHASE?**

The Housing Choice Voucher Homeownership Program does not provide specific assistance in searching for a home to buy, nor does the Program have specific homes for sale. However, the Fayette County Housing Authority's staff will explain the search process to you, including working with realtors, identifying neighborhoods, identifying potential local lenders that have indicated a willingness to participate in the Program, and will assist you with deciding what kind of home best meets your family's needs.

## **HOW DO I FIND A MORTGAGE LENDER?**

You will be responsible for finding a lender and applying for a home mortgage loan. You will have to qualify for a loan under the lender's requirements, which may include their requirements on income, credit history and employment history. The Fayette County Housing Authority will help explain the process of finding a lender and applying for a loan. Fayette County Housing Authority will also provide you with a list of potential lenders that are familiar with the program in our area.

## **HOW MUCH MONEY WILL I RECEIVE FROM THE FAYETTE COUNTY HOUSING AUTHORITY TO HELP PAY MY MORTGAGE?**

The Fayette County Housing Authority's monthly mortgage homeownership assistance payment is calculated in a manner similar to the Housing Choice Voucher calculation. You will be expected to pay at least 30% of your monthly adjusted income towards your total monthly mortgage payment. Your amount of payment and the level of assistance will be adjusted annually based on your household income, very similar to the rental assistance program.



## **WHAT KIND OF A HOME CAN I PURCHASE?**

You can purchase a single family home, a condominium, a manufactured home, a mobile home or other homes of your choice as long as it met the basic program requirements. The unit must pass a one-time Housing Quality Standards (HQS) inspection, must also be inspected by a professional home inspector, and must meet any other requirements that your lender may have.

## **DO I HAVE TO GIVE UP MY RENTAL VOUCHER TO APPLY FOR A HOMEOWNERSHIP VOUCHER?**

No! In fact, you would keep your Rental Voucher and remain a renter until you have found a place to purchase, qualify for a mortgage, and a date has been set for your to move into your new home. If you do not find a home to purchase, you may remain in the Housing Choice Voucher Program as a renter.

**FAYETTE COUNTY HOUSING AUTHORITY**

**REASONABLE ACCOMMODATIONS POLICY**

**AND PROCEDURES**

**SECTION 8 HOUSING PROGRAM**

**FAYETTE COUNTY HOUSING AUTHORITY  
REASONABLE ACCOMMODATIONS  
POLICY AND PROCEDURES  
SECTION 8 HOUSING PROGRAM**

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**FAYETTE COUNTY HOUSING AUTHORITY  
REASONABLE ACCOMMODATIONS POLICY  
AND PROCEDURES  
IN SECTION 8 HOUSING**

**INTRODUCTION**

The Reasonable Accommodation Policy and Procedures, comprised of Part A and Part B, sets forth the Policy and Procedures of the Fayette County Housing Authority in connection with making reasonable accommodations for qualified applicants or residents with disabilities for participation in the Fayette County Housing Authority's Section 8 Housing Program and activities. A copy of this Reasonable Accommodation Policy and Procedures is posted in the Tenant Selection Department of the Housing Authority, located at 624 Pittsburgh Road, Uniontown, PA. Additionally, a copy of the Reasonable Accommodation Policy and Implementation Procedures may be obtained upon request from the Administration Office of the Housing Authority, also located at 624 Pittsburgh Road, Uniontown, PA.

**PART A. POLICY**

**SECTION 1. DEFINITIONS.**

- 1.1 The term "ADA" shall mean the Americans with Disabilities Act.
- 1.2 The term "FHA" shall mean the Fair Housing Act of 1968.
- 1.3 The term "FCHA" shall mean the Fayette County Housing Authority.
- 1.4 The phrase "individual with disabilities" shall have the same meaning as the term "individual with handicaps" under 24 CFR 8.3, as follows:

24 CFR 8.3 Definitions:

"Individual with handicaps" means any person who have a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

- 1.5 The term "Policy" shall mean Part A of the Reasonable Accommodation Policy and Procedure, as adopted by the Board of Directors of the Fayette County Housing Authority, as may be amended.
- 1.6 The term "Procedures" shall mean Part B of the Reasonable Accommodation Policy and Procedure, as may be revised from time to time.
- 1.7 The term "reasonable accommodation" means a modification or change in

rules, policies, practices, or services, that will provide the opportunity to participate in Fayette County Housing Authority's programs and services to meet the Housing Authority's essential requirements of tenancy to an otherwise eligible individual with a disability.

## **SECTION 2. POLICY STATEMENT.**

The Fayette County Housing Authority is committed to ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of the Housing Authority's housing services or programs, solely on the basis of such disabilities. Therefore, if an individual with a disability requires an accommodation, such as an accessible feature or modification to their Section 8 residence, the Housing Authority will work with their Section 8 Landlord to provide such accommodation, unless doing so would result in a fundamental alteration in the nature of the program or an undue financial burden. In such a case, the Housing Authority will assist the Section 8 Tenants in finding another accommodation that would not result in an undue financial burden. The Fayette County Housing Authority will approve an exception payment standard of up to 120% of the published Fair Market Rents, if required, as a reasonable accommodation for a family that includes a person with disabilities. The Housing Authority must provide documentation that this Payment Standard is reasonable for similar units with similar amenities. This special payment standard will be reviewed and approved by the Section 8 Department on a case by case basis.

## **SECTION 3. PURPOSE.**

This Policy is intended to:

- Communicate the Fayette County Housing Authority's position regarding reasonable accommodations for person with disabilities in connection with the Housing Authority's housing programs, services, and policies;
- Establish a procedural guide for implementing such Policy; and
- Comply with applicable Federal, State, and Local Laws to ensure accessibility for persons with disabilities to housing programs, benefits, and services administered by the Fayette County Housing Authority.

#### **SECTION 4. AUTHORITY.**

The requirements of this Policy are based upon the following statutes or regulations:

- Section 504 of the Rehabilitation Act of 1973, as amended (“Section 504”) prohibits discrimination on the basis of disability status and states that:

**“No qualified individual with handicaps shall, solely on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that received Federal Financial Assistance from the Department.”**

- The Fair Housing Act (“FHA”) prohibits discrimination in the sale, rental and financing of dwellings. The FHA requires reasonable accommodations in rules, policies, practices, services and reasonable modifications to dwelling units and public common areas;
- Title II of the Americans With Disabilities Act (“ADA”), prohibits discrimination on the basis of disability status by public entities. Except as provided in 35.102(b) of 28 CFR Part 35, the ADA applies to all services, programs and activities provided or made available by public entities (State and Local Government); and
- Part 8, of Code of Federal Regulations, Title 24, Housing and Urban Development, entitled Non-Discrimination Based On Handicap In Federally Assisted Programs and Activities of the Department of Housing and Urban Development applies to recipients of federal funds and Implements the requirements of the Rehabilitation Act.

#### **SECTION 5. MONITORING AND ENFORCEMENT.**

Ms. Lora Beth DiDominic, Section 504 Coordinator of the Fayette County Housing Authority, is responsible for monitoring compliance with, and enforcing the requirements under this Policy. Questions regarding this Policy, its interpretation or implementation should be made by contacting Ms. DiDominic, in writing, or in person by appointment, at 624 Pittsburgh Road, Uniontown, Pennsylvania 15401, or by calling her at 724-434-2115. For Section 8 Housing Applicants, you may either contact Ms. DiDominic or the Tenant Selection Department at 624 Pittsburgh Road, Uniontown, Pennsylvania 15401, or by calling the Office at 724-434-2118. If you are a Section 8 Housing Tenant, any questions regarding this Policy should be directed either to Ms. DiDominic or to any of the Section 8 Staff in the Section 8 Office of the Housing Authority.

#### **SECTION 6. GENERAL PRINCIPLES FOR PROVIDING REASONABLE ACCOMMODATIONS.**

Listed below are the general principles which provide a foundation for the Policy and which the Fayette County Housing Authority's Staff should apply when responding to requests for reasonable accommodations within all of its Housing Programs:

- It is presumed that the individual with a disability is usually knowledgeable of the appropriate types of, and methods of providing, reasonable accommodations needed when making a request. However, the Fayette County Housing Authority reserves the right to investigate and offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation.
- The procedure for evaluation and responding to requests for a reasonable accommodation relies on a cooperative relationship between the Fayette County Housing Authority and the applicant/resident. The process is not adversarial.
- The Fayette County Housing Authority shall inform all applicants and residents of alternative forms of communication. The Request Form is designed to assist our applicants/residents. If an applicant/resident does not, or cannot use the Request Form, the Housing Authority will still respond to the request for an accommodation. The applicant/resident may also request assistance with the Request Form or such applicant/resident may request that the Request Form be provided in an equally effective format or means of communication.

**EXAMPLE(S): Some examples of alternative equally effective forms of communication include the following: Qualified interpreters, printed material, telecommunication devices for deaf persons (TDD's), or other aurally delivered materials available to persons with hearing impairments. Qualified readers, taped texts, audio recordings, Brailled materials, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.**

- In accordance with Procedure 3 (below), the Fayette County Housing Authority will grant the request for a reasonable accommodation only to the extent that an undue financial and administrative burden is not created thereby.
- All written documents required by or as a result of this Policy must contain plain language and be in appropriate alternative formats in order to communicate information and decisions to the person requesting the accommodation.
- Any required meetings with a person with a disability will be held in an accessible location.

## **SECTION 7. AMENDMENT.**

- This Policy may be amended only by Resolution of the Board of Directors of the Fayette County Housing Authority.
- The Procedures may be amended within the Scope of the Policy by the Executive Director of the Fayette County Housing Authority.
- Any Amendment to the Policy or Procedures shall be consistent with all applicable laws and regulations.

## **SECTION 8. STAFF TRAINING.**

Training Sessions will be held at least annually concerning the Policy and the Procedures and all applicable, Federal, State, and Local Requirements regarding reasonable accommodations.

## **PART B. PROCEDURES.**

### **PROCEDURE #1 – COMMUNICATION WITH APPLICANTS AND RESIDENTS.**

1. At the time of application and upon annual recertification, all applicants and tenants must be provided with the Request for Reasonable Accommodation Form (the “Request Form”), a copy of which is attached hereto as Attachment 1), or, upon the applicant/tenant’s request, the Request Form must be provided in an equally effective format. This information will also be included and covered in the Section 8 Briefing Packet for applicants.
2. Any Section 8 Housing Resident seeking accommodation should contact either the Section 504 Coordinator or the Section 8 Staff in the Section 8 Office in the Administration Office.
3. The Section 8 Staff are responsible for informing all residents that a request may be submitted for reasonable accommodations for an individual with a disability. All residents will be provided the Request Form when requesting a reasonable accommodation. However, a resident may submit the request in writing, orally, or use another equally effective means of communication to request the accommodation. Upon receiving the request, the Section 8 Staff will contact the Section 504 Coordinator to discuss the request, and shall respond to the request within twenty (20) business days. (The term “business days” shall mean Monday through Friday of each week, excluding Saturday, Sunday, and Holidays observed by the Housing Authority.) If additional information or documentation is required, a written request should be issued to the resident by using the Request For Information or Verification Form (“Request for Information”),

a copy of which is attached hereto as Attachment 2.

4. The Fayette County Housing Authority will maintain at its Tenant Selection Office, Management Offices, and Administrative Offices any written materials, which summarizes this Policy and highlights the procedures for making a request for reasonable accommodations.

### **PROCEDURE #2 – SEQUENCE FOR MAKING DECISIONS**

When a Request for Reasonable Accommodation is received, the Section 504 Coordinator will determine if the applicant/resident is a qualified “individual with a disability”, if the requested accommodation is related to the disability, and if the requested accommodation is reasonable.

If it is determined that the Request for Reasonable Accommodation will be approved, a written description of the accommodation will be prepared and included in the Letter Approving the Request for Reasonable Accommodations.

If it is determined that the Request for Reasonable Accommodation will not be approved, the Housing Authority will submit the denial using the Letter Denying the Request for Reasonable Accommodations.

If more information is needed, the applicant/resident will either be notified that a meeting is necessary using the Request for Meeting Letter.

Copies of all letters are attached hereto and made a part hereof.

### **PROCEDURE #3 – GUIDELINES FOR DETERMINING REASONABLENESS**

1. The Section 504 Coordinator will consider all requests for providing reasonable accommodations for an individual with a disability. However, the Section 504 Coordinator may require the individual with a disability to provide further information to demonstrate the need for the requested accommodation to enable access to and use of the Housing Program. Additionally, the Section 504 Coordinator may offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation.
2. Requests for reasonable accommodations will be considered on a case-by-case basis. Decisions regarding reasonable accommodations will be made in compliance with all applicable accessibility laws and requirements. Additionally, in those circumstances where the Section 504 Coordinator deems that a proposed reasonable accommodation would fundamentally alter the service, program, or activity, or would result in undue financial and administrative burdens, the Section 504 Coordinator has the burden of proving such results.

3. The responsibility for the decision that a proposed reasonable accommodation would result in such alteration or burdens shall rest with the Executive Director or his Designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If any action would result in such an alteration or such burden, the Section 504 Coordinator shall propose any other action that will not result in or require an alteration or burden. Should the Housing Authority choose to offer an alternative option, whether as a way to address an undue financial or administrative burden, or as a more efficient way to provide similar results, the tenant/applicant can negotiate with the Housing Authority to reach a different, mutually acceptable offer. If a solution is accepted and provided and it is found not to meet the needs or expectations of the tenant/applicant, further accommodations or modifications may be required.
  
4. Live-In Aides: In some cases, an individual with a disability may require a live-in aide. In accordance with the Policy of the Fayette County Housing Authority, the Section 8 Department may permit a live-in to reside in the dwelling unit to assist an individual with a disability. A live-in aide means a person (a) determined to be essential to the care and well being of the family member with a disability; (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the supportive services. A live-in aide would not be required to share a bedroom with another member of the household (**See 24 CFR 982.316 and 982.402**). Prior to granting permission, the live-in aide must submit to a credit check to identify any outstanding debt owed the Housing Authority or any Federally Funded Program, and a criminal background check in accordance with the Housing Authority's Policies and Procedures. Additionally, medical verification of the need for a live-in aide is required, and the following factors will be considered by the Housing Authority in determining whether to approve a live-in aide:
  - a. whether the addition of a new occupant would create a situation of overcrowding in the Section 8 unit, thereby requiring the Tenant to move to another Section 8 unit suitable to their needs;
  - b. the ability of the Section 8 Tenant to find a suitable unit; and/or
  - c. Fayette County Housing Authority's obligation to assist persons with disabilities in finding suitable accommodations.

4. Verification. The Fayette County Housing Authority may verify a person's disability only to the extent necessary to ensure that applicants are qualified for the housing for which they are applying; that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a reasonable accommodation have a need for the requested accommodation. The Housing Authority may not require applicants to provide access to confidential medical records in order to verify a disability nor may the Housing Authority require specific details of the nature of the disability. The Housing Authority may require documentation of the manifestation of the disability that causes a need for a specific accommodation or accessible unit. The Housing Authority may not ask what the specific disability is.

**FAYETTE COUNTY HOUSING AUTHORITY  
REASONABLE ACCOMMODATIONS POLICY AND  
PROCEDURES**

**ATTACHMENTS TO PROCEDURES**

**ATTACHMENT 1: Request for a Reasonable Accommodation**

**ATTACHMENT 2: Request for Information or Verification**

**ATTACHMENT 3: Letter Denying Request for Reasonable  
Accommodation**

**ATTACHMENT 4: Letter Approving Request for Reasonable  
Accommodation**

**ATTACHMENT 5: Request for Meeting**

**FAYETTE COUNTY HOUSING AUTHORITY  
NOTICE OF RIGHT TO REASONABLE ACCOMMODATION**

**If you or any family member have a disability, and as a result of your disability, you need:**

- **A change in the Rules or Policies to give you an equal opportunity to use the facilities or participate in Housing Programs of the Fayette County Housing Authority; or**
- **A change in the way we communicate with you or give you information,**

**you may ask for this kind of change, which is called a reasonable accommodation.**

**If you can show that you have a disability, and if your request is reasonable (does not pose “an undue financial or administrative burden”), we will try to grant your request.**

**We will give you an answer within twenty (20) business days, unless there is a problem getting the information we need, or unless you agree to a longer time. We will let you know if we need more information or verification from you, or if we would like to talk to you about other ways to meet your needs.**

**If we deny your request, we will explain the reasons, and you can give us more information if you think that will help. If you disagree with our decision, you have the right to request an informal hearing, in writing, within ten (10) days of receipt of our answer.**

**If you need help filling out a Reasonable Accommodation Request Form, or if you want to give us your request in some other way, we can help you.**

**Attached is the Reasonable Accommodation Request Form. You can get additional forms at the Administrative Office of the Housing Authority, or from the Section 8 Staff.**

**All information you provide us will be kept confidential and only be used to help you have an equal opportunity to participate in our Housing Programs.**

**If you have any questions, please contact Lora Beth DiDominic, 504 Coordinator, at 724-434-2115.**

\_\_\_\_\_  
**Applicant/Resident/Participant Signature**

\_\_\_\_\_  
**Date**

**FAYETTE COUNTY HOUSING AUTHORITY  
REQUEST FOR A REASONABLE ACCOMMODATION**

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Currently, I am:**

\_\_\_\_\_ **An applicant on the Section 8 Waiting List**

\_\_\_\_\_ **A Section 8 Resident**

**The following member of my household has a disability that qualifies under HUD Rules (a mental or physical impairment that substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment).**

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**As a result of his/her disability, the following change(s) are necessary so he/she can have the opportunity to equally participate in the Housing Programs of the Fayette County Housing Authority:**

\_\_\_\_\_  
\_\_\_\_\_

**You may verify the disability and the need for this request by contacting the following health care or other professional:**

**Name & Title:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**I give you permission to contact the above individual for purposes of verifying that I, or a family member, have a disability and need the reasonable accommodation requested above. I understand that the information you obtain will be kept completely confidential and used solely to determine whether or not you will provide the accommodation.**

---

**(Signature of Person with Disabilities or Head  
of Household)**

---

**Date**

**REQUEST FOR INFORMATION OR VERIFICATION**

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dear Applicant or Resident:**

**We have received your Request for a Reasonable Accommodation. We need to know more about your disability and the reason for your request before we can decide how to address your request.**

**You can give us more information by contacting our Office at \_\_\_\_\_ . If this is a problem for you, other ways of providing the information may also be acceptable.**

**We will not make a decision until we have this information.**

**If you think that you have given us this information, or if you think that we should not ask for this information, please call us at (Phone Number).**

**Sincerely,**

**Signature and Closing**

**DENIAL OF REQUEST FOR REASONABLE ACCOMMODATION**

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dear Applicant or Resident:**

**You requested the following change or accommodation (describe request). We have attached a copy of your request form. We have denied your request because:**

- **You do not meet the definition of an individual with a handicap, and we are not required to provide a reasonable accommodation.**
- **You do not need this accommodation in order to enjoy or participate equally in our Housing Program.**
- **It will create undue financial and administrative burdens for us.**
- **It will change the fundamental nature of our Program.**

**We have decided this because (give reasons, in clear and simple language).**

**If you disagree with our decision, you may request an Informal Hearing, in writing, within ten (10) days after receipt of our decision.**

**(Signature and Closing)**

**APPROVAL OF REQUEST FOR A REASONABLE  
ACCOMMODATION**

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dear Applicant or Resident:**

**We have approved your request for the following change or reasonable accommodation (describe in detail):**

- **We can provide you with this accommodation by (date).**
- **(Other reason for delay).**

**Please call our Office at (telephone number) if you have any questions.**

**If you think this change or reasonable accommodation is not what you requested, if it is not acceptable, or if you object to the amount of time it will take to provide it, you may contact our Office at 624 Pittsburgh Road, Uniontown, PA 15401.**

**(Signature and Closing)**

**REQUEST FOR A MEETING**

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dear Applicant or Resident:**

**We have received your request for a reasonable accommodation. It would help us make our decision if we could meet with you. You may bring someone to assist you with the meeting.**

**We would like to meet you at our Administration Office at 624 Pittsburgh Road, Uniontown, PA on (date and time). If you cannot come to this location, please call our Office at (telephone number) and we can arrange an alternate location, either at your residence or another accessible location which would be more appropriate for you.**

**Please come ready to talk to us about the changes you requested. Please bring copies of any information you would like to give us.**

**We look forward to meeting with you.**

**(Signature and closing)**



# FAYETTE COUNTY HOUSING AUTHORITY

## Violence Against Women Act Policy (VAWA)

[Public Law 109-162 and Technical Amendments Public Law 109-271]

The Violence Against Women Act (VAWA) was enacted because of congressional findings which assert that “women and families across the Country are being discriminated against, denied access to, and even evicted from public and subsidized housing because of their status as victims of domestic violence”. The findings also note a strong link between domestic violence and homelessness, and found that abusers frequently manipulate finances in order to control their partners, so that victims often lack steady income, credit history, landlord references, and a current address, which would be necessary to obtain permanent housing. This causes the victim to return to the abuser because they cannot find permanent housing. Victims can be women, men, or children.

### A. PURPOSE

1. To reduce domestic violence, dating violence, sexual assault, and stalking;
2. To enhance victim safety and prevention;
3. To break the link between domestic violence and homelessness, and prevent homelessness for the victims of such acts;
4. To help victims obtain or maintain housing, and create long-term housing solutions for victims;
5. To protect victims who reside in the Public Housing and Section 8 Housing Programs of the Fayette County Housing Authority;
6. To build collaborations among victim service providers;
7. To ensure victims have access to the criminal justice system without jeopardizing their housing;
8. To assist the Fayette County Housing Authority to respond appropriately to the violence while maintaining a safe environment for Housing Authority Employees, Public Housing Tenants, Section 8 Housing Participants, and Public Housing and Section 8 Housing Applicants,

This Policy will assist the Fayette County Housing Authority in providing rights under the Violence Against Women Act to its Public Housing and Section 8 Housing Applicants, Public Housing Residents, Section 8 Housing Participants, and any other program participants.

## 2. MISSION STATEMENT

It is the Policy of the Fayette County Housing Authority to comply with the Violence Against Women Act (VAWA) [Public Law 109-162 and Technical Amendments Public Law 109-271]. The Fayette County Housing Authority will not discriminate against a Public Housing or Section 8 Applicant, Public Housing Resident, Section 8 Participants, and any other program participants on the basis of the rights or privileges provided under VAWA.

This Policy is incorporated into and made a part of the Fayette County Housing Authority's Admissions and Continued Occupancy Policy and the Section 8 Administrative Plan, and applies to all Housing Authority Programs.

## 3. DEFINITIONS

The definitions in this Section apply only to this Policy.

- A. Confidentiality:** Means that the Fayette County Housing Authority will not enter information provided to the Housing Authority into a shared database or provide this information to any related entity, except as specifically stated in Section 5 of this Policy.
- B. Dating Violence:** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, based on length of relationship, type of relationship, and frequency of interaction between the persons.
- C. Domestic Violence:** Felony or misdemeanor, crimes of violence committed by:
- a. Current or former spouse of the victim, or person similarly situated to a spouse of the victim;
  - b. Person with whom victim shares a child in common;
  - c. Person who is cohabitating with or has cohabitated with the victim; or
  - d. Any other person.
- D. Homeless, Homeless Individual, and Homeless Person:** A person who lacks a fixed, regular and adequate nighttime residence. Also includes:
- A person who is sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
  - A person living in a motel, hotel, trailer park, or campground due to lack of alternative adequate accommodations;
  - A person living in emergency or transitional shelter;
  - A person abandoned in a hospital;
  - A person awaiting foster care placement; or

- A person who has a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings.
- E. Involuntary Displacement:** Occurs when a victim has vacated or will have to vacate their housing unit because of domestic violence, dating domestic violence, or stalking against the victim.
- F. Immediate Family Member:** A spouse, parent, brother, sister, or child of a victim or an individual to whom the victim stands in loco parentis (guardianship), or any other person living in the household of the victim and related to the victim by blood and marriage.
- G. Long-Term Housing:** Housing that is sustainable, accessible, affordable and safe for the foreseeable future which the person rents or owns, is subsidized by a voucher or other program as long as the person meets the eligibility requirements of the program, or is directly provided by the Fayette County Housing Authority and is not time limited and the person meets the eligibility requirements of the program.
- H. Perpetrator:** A person who commits an act of domestic violence, dating domestic violence, sexual assault, or stalking against a victim.
- I. Sexual Assault:** Causing another person to engage in a sexual act by threatening or placing that other person in fear, or someone who engages in a sexual act with another person if that person is incapable of appraising the nature of the conduct, or physically incapable of declining participation in, or communicating unwillingness to engage in the sexual act.
- J. Stalking:**
- To follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim;
  - To place under surveillance with the intent to kill, injure, harass or intimidate the victim;
  - In the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or
  - To cause substantial emotional harm to the victim, a member of the immediate family of the victim, or the spouse or intimate partner of the victim.

**5. CERTIFICATION AND CONFIDENTIALITY**

The person shall provide complete and accurate certifications to the Fayette County Housing Authority within 14 business days after the Housing Authority requests, in writing, that the person completes the certifications. If the person does not provide a

complete and accurate certification within the 14 business days, the Housing Authority may take action to deny or terminate participation or tenancy.

The HUD-Approved Certification, Form HUD-50066 must be completed for each incident(s) that a person is claiming the abuse. The person shall certify the date, time and description of the incident(s), that the incident(s) are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator, including, but not limited to, the name and, if known, all alias names, date of birth, address, contact information such as postal address, telephone, or other information. A copy of Form HUD-50066 is attached hereto, and made a part hereof.

A person who is claiming victim status shall provide to the Fayette County Housing Authority documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking or the effects of the abuse, in which the professional attests to their belief that the incident(s) in question are bona fide incident(s) of abuse, or by a federal, state, or local police or court record.

### **CONFIDENTIALITY**

The Fayette County Housing Authority shall keep all information provided to the Housing Authority under this Section confidential. The Housing Authority shall not enter the information into a shared database or provide to any related entity except to the extent that:

- The victim requests or consents to the disclosure in writing;
- The disclosure is required for:
  1. Eviction from Public Housing;
  2. Termination of Section 8 Housing Assistance.
- The disclosure is required by applicable law.

### 6. **APPROPRIATE BASIS FOR DENIAL OF ADMISSION, ASSISTANCE OR TENANCY**

- The Fayette County Housing Authority shall not deny participation or admission to a program on the basis of a person's victim status, if the person otherwise qualifies for admission or assistance.
- An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be a serious or repeated violation of

the lease by victim, and shall not be good cause for denying to a victim admission to a program, terminating Section 8 assistance or occupancy rights, or evicting a tenant.

- Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of domestic violence, dating violence, sexual assault, or stalking.
- The Fayette County Housing Authority or Section 8 Landlord may bifurcate (split into two) a lease to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant.
- The Fayette County Housing Authority or Section 8 Landlord, when notified, shall honor a court order addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members when the family breaks up.
- The Fayette County Housing Authority or the Section 8 Landlord shall have the right to evict or terminate assistance to any tenant for any violation of lease nor premised on the act or acts of violence against the tenant or a member of the tenant's household. However, the Housing Authority or Section 8 Landlord may not hold a victim to a more stringent standard than any other tenant or tenant family.
- The Fayette County Housing Authority or the Section 8 Landlord shall have the right to evict or terminate assistance, or deny admission to a program if they can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing services to the property, or others if the tenant family is not evicted or terminated from assistance or denied admission.
- The Fayette County Housing Authority or the Section 8 Landlord shall have the right to deny admission, terminate assistance, or evict a person who engages in criminal acts including, but not limited to, acts of physical violence of stalking against family members or others.
- A Section 8 recipient who moves out of an assisted dwelling unit to protect their health or safety and who is a victim under this Policy and reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit, and has otherwise complied with all other obligations of the

Section 8 Housing Choice Voucher Program, may receive a voucher and move to another Section 8 jurisdiction.

- A Public Housing tenant who wants to transfer to protect their health or safety and who is a victim under this Policy and reasonably believes that he or she was imminently threatened by harm from further violence if he or she remains in the unit, and has otherwise complied with all other obligations of the Public Housing Program, may transfer to another Public Housing Unit, or may receive a Section 8 Housing Choice Voucher and moved either within Fayette County or to another Section 8 jurisdiction.

#### **7. ACTIONS AGAINST A PERPETRATOR**

The Fayette County Housing Authority may evict, terminate assistance, deny admission to a program or trespass a perpetrator from its property under this Policy. The victim shall take action to control or prevent the domestic violence, dating violence, sexual assault, or stalking. The action may include, but is not limited to:

- Obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator;
- Obtaining and enforcing a defiant trespass against the perpetrator;
- Enforcing the Fayette County Housing Authority's or law enforcement's defiant trespass against the perpetrator;
- Preventing the delivery of the perpetrator's mail to the victim's unit;
- Providing identifying information about the perpetrator.

#### **8. NOTICE TO APPLICANTS, TENANTS, AND SECTION 8 LANDLORDS**

The Fayette County Housing Authority shall provide notice to all applicants, participants, tenants, staff, and owners of their rights and responsibilities under this Policy.

#### **9. PREFERENCES**

Families who are victims under VAWA will receive a preference in tenant selection in the Fayette County Housing Authority's Public Housing and Section 8 Housing Programs. Families who have been victims of domestic violence, dating violence, sexual assault, or stalking shall provide documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking or the effects of the abuse, in which the professional attest their belief that the incident(s) in question are bona fide incident(s) of abuse, or federal, state, or local police or court record to establish their victim status under this Policy.

**10. REPORTING REQUIREMENTS**

The Fayette County Housing Authority shall included in its Five-Year and Annual Plan a copy of the Violence Against Women Act Policy and refer to the goals and services or programs provided to help victims obtain or maintain housing and to prevent the abuse and enhance the safety of victims.

**11. CONFLICT AND SCOPE**

If this Policy conflicts with any applicable law, regulation, or ordinance, the law, regulation, or ordinance shall control.

**12. AMENDMENT**

This Policy may be amended when it is reasonably necessary to effectuate the Policy's intent, purpose, or interpretation. Any amendment to this Policy shall be approved by the Board of Directors of the Fayette County Housing Authority and submitted to the U. S. Department of Housing and Urban Development.