OMB Approval No: 2577-0226
Expires: 08/31/2009

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

PHA Plans

5 Year Plan for Fiscal Years 2005 - 2009
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: Memphis Housing Authority **PHA Number:** TN001

PHA Fiscal Year Beginning: July 2008

PHA Programs Administered:

☒**Public Housing and Section 8**
Number of public housing units: 2,776
Number of S8 units: 5,853

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

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

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

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

Public Access to Information

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

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

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (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)

Public Library

5-YEAR PLAN
PHA FISCAL YEARS 2005 - 2009
[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: *To drive community revitalization through a seamless system of supportive services, affordable housing and new business development.*

B. Goals

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 *including low income tax credits and tax exempt bonds, City of Memphis funds and conventional debt* to *create additional housing opportunities, including new Senior Housing and Multi-Family Housing..*
- ☒ Acquire or build units or developments
- ☒ Other (list below)
  Deconcentrate poverty by providing public housing units as part of mixed-income communities.

☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management: PHAS score 80
- ☒ Improve voucher management: SEMAP score 72
- ☒ 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 *through new mixed finance/mixed income developments and acquisitions*
- ☐ Provide replacement vouchers:

form **HUD 50075** (03/2006)

☐ Other: (list below)

☒ PHA Goal: Increase assisted housing choices
Objectives:
- ☒ Provide voucher mobility counseling:
- ☒ Conduct outreach efforts to potential voucher landlords
- ☒ Increase voucher payment standards
- ☒ Implement voucher homeownership program:
- ☒ Implement public housing or other homeownership programs:
- ☒ Implement public housing site-based waiting lists:
  University Place, Legends Park, and other developments/phases as they come on line; Currently being implemented at Metropolitan Apartments, Uptown Square Apartments (formerly Lauderdale Courts), Greenlaw Place Apartments, newly constructed Uptown Neighborhood Homes (Uptown Scattered Site Rental),Magnolia Terrace Senior Facility, Latham Terrace, G.E.Patterson Pointe and College Park Apartments. Other sites will use a site-based waiting list as they are developed in FY 2008 Plan year and in future years.

- ☐ Convert public housing to vouchers:
- ☒ Other:

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

☒ PHA Goal: Provide an improved living environment
Objectives:
- ☒ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- ☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- ☒ Implement public housing security improvements:
- ☒ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- ☒ Other: *Deconcentrate poverty by providing public housing units as part of mixed-income communities.*

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: *Plan and implement a coordinated case management system that links all households in public housing with appropriate services, employment and training opportunities.*
  Implement the current Self-Reliance Agreement for the following HOPE V/ Mixed income properties: Latham Terrace, Magnolia Terrace, G.E.Patterson Pointe, Askew Place, College Park, Uptown Square, Greenlaw Place Apartments, Metropolitan Apartments, Uptown Scattered Sites, University Place and Legends Parks as new units come on line.

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 2008
[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)]

This submission of Memphis Housing Authority's FY 2008 Annual and Five Year Plans reaffirms our goal to improve the quality of residents' lives and the housing and neighborhoods in which they reside. The agency is continuing to move forward with our transformation plan that addresses our inadequate funding, deteriorating housing stock, and inefficient property management. The following is an update of the plans that we established during our FY 2008 Annual and Five Year Plans:

Replace Obsolete Public Housing Stock
In accordance with the strategic plan for its portfolio, the Memphis Housing Authority (MHA) has identified properties that will be maintained, renovated, disposed of or demolished. MHA has developed phases in which to demolish of dispose on non-viable properties so that we can effectively provide current tenants with the best option for relocation to Section 8 vouchers, new public housing units, or homeownership opportunities. The properties that are slated for demolition or disposition activities during our FY 2005 – 2009 plan years are; Walter Simmons, Graves Manor, Dixie Homes HOPE VI, Alabama Plaza and Texas Courts. A voluntary conversion analysis is being completed for Cleaborn Homes as part of a comprehensive physical needs assessment study. The Housing Authority continues to monitor the availability of existing Apartment Complexes as acquisition opportunities. There is currently an open solicitation for existing low income housing tax credit properties for acquisition as a means to replace public housing units that have come off line. MHA must focus on these types of acquisitions in order to accommodate the redevelopment of Foote and Cleaborn Homes as well as the four high rises.

In order to compensate for the decreased funding from HUD, MHA will seek to obtain funding through the Fannie Mae Modernization fund program or other similar programs to achieve our replacement housing goals in a timely manner. The MHA plans to file a CFFP application with HUD in the first quarter of 2008, through this program MHA will pledge one-third of its future Capital Fund Program grants as the funding source for the repayment of the Fannie Mae loan. It is anticipated that MHA will be able to borrow $12 million under this program. The funds will be used, together with low income housing tax credits and conventional debt, to complete two phases of new construction at Graves

Manor ands two phases of new construction in the New Chicago neighborhood as replacement housing for Oates Manor.

The following summarizes MHA's revitalization efforts:

Crockett Place (Hawkins Mill) – MHA leased the property to a tax credit developer who constructed a new 84 unit development. Through the use of funds from a previous bond refinancing, MHA secured 26 units to be restricted for public housing residents. MHA also has the right to step in as the General Partner when the project receives its 8609's. It is anticipated that this will occur in the first quarter of 2008. There is an approved operating subsidy only rental term sheet for this project.

Uptown HOPE VI – The final phase consisting of 33 public housing replacement units in single family scattered site houses, 22 H6 for sale homes and a 69 unit Senior Building have been completed with lease up complete on the Senior Building in September 2007, and lease up in process on the public housing replacement units.

University Place (Lamar Terrace HOPE VI) – The first phase is complete (November 2007) and consists of 118 unit senior only Building. Public Housing replacement units in this phase include 79 one bedroom units and 3 two bedroom units. The first phase was ready for occupancy in December 2007. The second phase will consist of 151 multi-family units with 44 being Public Housing replacement units. This phase closed in the first quarter of 2007 with construction to commencing in the second quarter and an estimated June 2008 completion date. The final multi-family phase will consist of 150 units with 26 being Public Housing replacement units with an estimated June 2009 completion date. The final phase of the redevelopment will be a for-sale component consisting of 68 total units with 26 being HOPE VI homes, 22 targeted to households with incomes between 80 and 120 percent of area median income and the balance, 20 homes, will be market rate homes. In addition to HOPE VI and MHA Capital Funds the City has contributed CIP dollars as well as CDBG funds and a section 108 loan. Tax credit equity will also be applied for the three rental phases and the two multi-family phases will also support some permanent debt.

Legends Park (Dixie Homes HOPE VI) – This redevelopment project will consist of four phases. The first phase will be an off-site for sale development with 30 single-family units subsidized with HOME, CFP and HOPE VI funds. The next three phases will all be on-site and consist of 518 units. The first (on-site) phase will have 135 units; the second phase will have 216 units and the third phase will consist of 167 units. The project will also include two mixed-use buildings that will include commercial space on the ground floor and residential on the second and third floors. The City has committed $3.7 million in 2007 CIP funds and $2.5 million in 2008 funds and $500,000 in MHA CFFP funds. It is anticipated that the developer will apply for tax credits for the three rental phases.

Harold E. Ford, Sr. Villas (Ford Road TN 1-30) – This property was demolished using a HOPE VI demolition grant and will be redeveloped into 72 units made up of 36 duplexes and will include an on-site leasing office. 36 of the units will be reserved for Public Housing residents. A low income housing tax credit application has been approved for this redevelopment. Total project cost is estimated to be $12.6 million. Funding is made

up of $5.8 million of tax credit equity, $1.7 million in Replacement Housing grant funds, $2.4 million in Capital Fund grant dollars, and a $1.5 million in permanent debt. $486,335 was the HOPE VI demolition grant that was used to raze the previous buildings on site. Construction started in the first quarter of 2007, with completion in December of 2007 and lease up by January 2008.

Austin Park Place (Horn Lake -TN 1-20) – This development (Horn Lake) was demolished using $379,979 in HOPE VI demolition grant funds. The redevelopment (Austin Park Place), which has received a tax credit award, will consist of 71 units comprised of 3 single-family homes and 68 units in 34 duplexes, there will also be a management office on site. 36 of the units will be reserved for Public Housing residents. The estimated development cost is $8.8 million with $4.4 million coming from tax credit equity, $3.5 million in Replacement Housing grant funds and $.9 million in permanent debt. Construction is estimated to start in the January of 2008 with completion in the fall of 2008 and lease up by December 2008.

Graves Manor (TN 1- 15) – This property has been demolished. A master plan has been completed for this development and a three phase redevelopment plan has been completed. The first phase will be an 80 unit Seniors only building and a tax credit application was filed in March 2007 for this property, MHA was unsuccessful in receiving a tax credit award in 2007 for this property. MHA is analyzing the` feasibility of utilizing 4% credits and issuing tax exempt bonds for this first phase of development.

Oates Manor (TN 1-7) – Oates was demolished using $2.6 million in HOPE VI demolition grant funds and $400K in CFP funds. The property was sold to Memphis City Schools as the location for the construction of a new Manassas High School, and the existing school was acquired by MHA. MHA also bought additional land to the east of the school on the south side of Firestone as the redevelopment site for Oates Manor. The new development is referred to as Oates/New Chicago and is tentatively planned for two separate tax credit applications, the first application in the 2010 QAP round and the second in the 2012 round. The first phase is for 106 family oriented units with 32 reserved as Public Housing units. Part of the funding is earmarked for $1.8 million of Replacement Housing funds and $4.0 million would come out of the CFFP financing plan. The second phase would be part of a 2012 tax credit application and would include 44 units with 12 being reserved for public housing residents. Part of the funding for this phase would be $1.7 million in Capital Funds and $1.5 million in CFFP funds.

Cleaborn Homes (TN 1-8) – Because of the physical condition of this property, confirmed through a comprehensive physical needs assessment on the entire MHA portfolio, MHA has initiated a voluntary conversion analysis for this property IAW 24 CFR 972 and FR-4476-F-04 – Voluntary Conversion of Developments from Public Housing Stock along with a 5 year action plan. Based on a preliminary analysis the cost to bring these up to a 30 year life and make them marketable will far exceed the cost of placing approximately 420 families on Section 8 vouchers. The completed plan will be part of this plan document for submission to HUD. The Cleaborn site is being considered as the location for senior and disabled persons replacement units for the 4 existing high rises.

Cypresswood (TN 1- 32B) – This property was demolished using approximately $400,541.00 of HOPE VI demolition funds. It is MHA's intent to collaborate on a LIHTC application for the redevelopment of this property in 2008. A planning study is underway to determine how many units can be put back on site. Additional funding for the redevelopment is being investigated.

To further MHA's transformation of public housing, MHA intends to submit a special application to HUD that will request funding for the redevelopment of Foote Homes (TN 1-2), Cleaborn Homes (TN 1-8), Barry Towers (TN 1-13), Dr. R.Q. Venson Center (TN 1-14), Jefferson Square (TN 1-18), and Borda Towers (TN 1-23). We envision the redevelopment of the multifamily sites (Foote and Cleaborn) with a suitable mix of elderly designated housing; single and multi-family residential development; and mixed use development along major city arterial streets. This multi-year effort will be synchronized with the closing of the four high rise developments so as to minimize resident disruption while providing opportunities for relocation to redeveloped affordable housing communities.

Acquisitions

In preparation to provide safe and affordable public housing for residents that will be impacted by the first phase of Triangle NOIR, the Memphis Housing Authority is seek to invest ARRA Capital Grant Funds in mixed financed projects. Two properties under strong consideration include Washington Minor and Lyons Ridge. The MHA is planning to invest funds for rehab and acquisition for Washington Manor in the fourth quarter of calendar year 2009. Lyons Ridge consists of newer structures and will require less work if any for public housing occupancy; investment in Lyons Ridge is schedule to take place the first quarter of 2010.

MHA will continue to look for suitable acquisition candidates to add to its portfolio. There is currently an active solicitation out for existing tax credit units.

Reduce Vacancy Rate

MHA continues to reduce our vacancy rate through our vacancy consolidation and vacancy reduction efforts. Our vacancy consolidation and reduction efforts allow us to repair vacant units in habitable areas then consolidate residents that are isolated into these repaired units. This will enable us to maximize occupancy in our viable units. MHA's priority is to complete all vacant unit repairs and establish an occupancy goal of 97%.

Coordinated Case Management

MHA continues to develop collaboration with other social services agencies to develop case management programs for the residents. With previous Resident Services Delivery Model grant awards in FY's 2001 and 2004. MHA has established and implemented a coordinated case management system to help MHA residents identify, develop, plan, coordinate and manage their individualized plan for self sufficiency.

The Community and Supportive Services for the Hope VI sites are being administered by Urban Strategies through Urban Strategies Memphis HOPE, a non-profit entity that has been established in Tennessee. The CSS Program is being operated in close collaboration with MHA staff with oversight to their performance and deliverables. The deliverables

include the design of the case management system, design of the CSS program that capitalizes on strengths of HOPE VI projects. A key element of the CSS Program is the preparation of families for re-occupancy in the new HOPE VI units. An important CSS responsibility is to increase the leadership capacity of residents.

Major elements of the program will include:

- Intensive case management during the relocation period and throughout the HOPE VI revitalization program.
- Employment preparation, skills training, placement and retention services.
- Coordination of health and mental health services including access to care, preventive health programs and disease management programs.
- Support for participation in developmentally appropriate early childhood education/childcare programs.
- Opportunities for youth to participate in enrichment and recreation programs including academic support, sports, art, technology and leadership training.
- Partnerships to enhance the neighborhood schools that will serve the new Dixie site so that these schools will be an asset in attracting and retaining families as they progress economically.
- Strategies to improve quality of life and self-sufficiency of residents who are elderly or disabled.
- Leadership development opportunities to encourage and build the capacity of residents to represent their neighbors in sustaining elements of the CSS program beyond the HOPE VI years
- Opportunities and incentives for residents to manage their finances, repair credit and accumulate assets Program management, technical assistance

Transitional Housing Program

Askew Place (25 single family houses) and three scattered housing rental units were originally established for residents interested in home ownership and self-sufficiency. There were specific criteria to qualify to move into the program and houses/units. The transitional housing program in general, has been encouraging; however due to the current housing market residents have not been able to obtain housing in the designated time-line of the program. The authority has a recommended phase-out plan to further describe these units as public housing, with no time limits for residing in any of these units. The effective date for this phase-out is February 4, 2008 pending approval of the Board, Executive Director and those residents affected.

Increased Job Opportunities

MHA is determined to provide residents with the opportunity to become self-sufficient. MHA operates the Resident Employment Training Center to give our residents opportunities for employment. The training program has expanded to operate as a satellite for the Memphis Area Career Center. The expansion allows the residents in the community to receive information on career opportunities.

Revisions to Lease Agreement

MHA has revised the lease agreement for public housing residents to meet a new statutory requirement regarding violent acts against women.

The Self-Reliance Agreement, an addendum to the Public Housing Lease used at the HOPE VI sites will be revised to make a technical correction regarding the 30 hour per week work requirement.

Restructure/Reorganization

MHA is continuing its restructuring and reorganization efforts to make operations more effective and efficient. In order to effectively manage the functional consolidation of Housing and Community Development (HCD) and Memphis Housing Authority, MHA will acquire a central office building that will accommodate HCD and MHA staff. With the assistance of consultants, we are developing plans to focus on our core business, which is property management. We will eliminate or privatize areas that are not essential to our core business where it is sensible and efficient. We will retain outside professional support when needed. Our restructuring efforts will allow us to reduce layers of management to improve efficiency and enhance service delivery by converting our operations into an asset management model. In addition to the mergers of the Budget and Compliance departments, a Planning Department will be coordinated and assigned responsibility for completion of all Agency plans for both MHA and HCD.

As a result of the consolidation of MHA and HCD, a "Redevelopment Agency" for the city/metropolitan area will be established. The combined effort will have an even greater opportunity to substantially impact our community for the better and become a national model for community revitalization.

The above updates of our Annual and Five Year plans prove that Memphis Housing Authority is making every effort to make our agency transformation plan a reality. Our progress demonstrates that we are aggressively meeting our goal of providing improved housing for low-income residents and running a cost efficient and effective operation.

Disaster Housing Assistance Program

The Federal Emergency Management Agency (FEMA) and Department of Housing and Urban Development (HUD) through an inter-agency agreement will institute a new program called Disaster Housing Assistance Program (DHAP). The new program will assist American families displaced from the 2005 hurricanes Katrina and Rita and remain in need of rental assistance. The Memphis Housing Authority will administer DHAP on behalf of HUD for about 525 families that reside within Memphis and the surrounding metropolitan area. DHAP Memphis assumed responsibility on December 1, 2007 through the program end date of March 1, 2009.

DHAP is designed to be far more than merely a housing program: It is intended to provide the tools for hurricane survivors to return to full independence. In order to support the goal of "self sufficiency" and full independence, displaced families who continue in the program will be required to sign up with a caseworker designated by the housing authorities. Caseworkers can help the evacuees in many ways – including providing referral services for job training, employment, education, healthcare and more.

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 **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

Attachment A	Public Housing Admissions & Continued Occupancy Policy
Attachment B	Admissions Policy for Deconcentration
Attachment C	PHA Management Organization Chart
Attachment D	FY 2008 Capital Fund Program and Replacement Housing Factor Annual Statement
Attachment E	Capital Fund Program 5 Year Action Plan
Attachment F	Pet Policy
Attachment G	Community Service/Self-Sufficiency Policy
Attachment H	Section 8 Statement of Homeownership
Attachment I	PHA Resident Commissioner/Board of Commissioners
Attachment J	Self-Reliance Agreements
Attachment K	Section 8 Administrative Plan
Attachment L	Public Housing Lease Agreement
Attachment M	Public Housing Resident Grievance Procedure

Attachment N Transitional Homes Phase-Out Plan
Attachment O Disaster Housing Assistance Program Plan
Attachment P PHA Plan Resident Comments
Attachment Q Public Housing Hearing Minutes-April 8, 2009

Supporting Documents Available for Review

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
SD1	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
SD2	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
SD3	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
SD4	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
SD5	Minutes from Resident Meetings	Annual Plan: Eligibility, Selection, and Admissions Policies
See Attachment A	Public housing rent determination policies, including the methodology for setting public housing flat rents ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
See Attachment A	Schedule of flat rents offered at each public housing development ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
See Attachment K	Section 8 rent determination (payment standard) policies ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
SD6	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
See Attachment A	Public housing grievance procedures ☒ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
See Attachment K	Section 8 informal review and hearing procedures ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
See Attachment K	Policies governing any Section 8 Homeownership program ☒ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
SD7	Any cooperative agreement between the PHA and the TANF	Annual Plan: Community

Table Library

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	agency	Service & Self-Sufficiency
SD8	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
SD9	Certification of Payments to Influence Federal Transactions	Annual Plan
SD10	Certification for Drug Free Workplace	Annual Plan
SD11	Disclosure of Lobbying Activities	Annual Plan
SD12	RASS Follow-up Plan	5 Year and Annual Plans
SD13	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

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	43,683	5	5	5	4	4	3
Income >30% but <=50% of AMI	74,162	5	5	5	4	4	3
Income >50% but <80% of AMI	46,405	4	5	3	3	3	4
Elderly	47,111	3	4	3	3	2	3
Families with Disabilities	41,603	5	5	3	3	2	2
Caucasian	41,763	2	2	2	2	2	2
African American	88,824	2	2	2	2	2	2
Hispanic	3,116	2	2	2	2	2	2
Asian	3,273	2	2	2	2	2	2

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

☐ Consolidated Plan of the Jurisdiction/s
Indicate year:

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

☐ American Housing Survey data
Indicate year:

☐ Other housing market study
Indicate year:

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

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

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

Housing Needs of Families on the Waiting List

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

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	11,144		175
Extremely low income <=30% AMI	9674	87%	
Very low income (>30% but <=50% AMI)	1234	11%	
Low income (>50% but <80% AMI)	236	2%	
Families with children	6984	63%	
Elderly families	391	4%	
Families with Disabilities	2051	18%	
White	175	2%	
African -American	10938	98%	
Asian	31	<1%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	3555	32%	
2 BR	4185	38%	
3 BR	2596	23%	
4 BR	716	6%	
5 BR	0	0	
5+ BR	92	1%	

Housing Needs of Families on the Waiting List

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

If yes:

How long has it been closed (# of months)? 23 months

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

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

Housing Needs of Families on the Waiting List

HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)

☐ Section 8 tenant-based assistance

☒ Public Housing (HOPE VI site – Magnolia Terrace)

☐ Combined Section 8 and Public Housing

☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	68		n/a initial lease up completed 9/2007
Extremely low income <=30% AMI	57	84%	
Very low income (>30% but <=50% AMI)	11	16%	
Low income (>50% but <80% AMI)	0	0%	
Families with children	0	0%	
Elderly families	68	100%	
Families with Disabilities	0		
White	1	1%	
African -American	68	100%	
Asian	0	0%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	68		
2 BR	0		
3 BR	0		

Housing Needs of Families on the Waiting List			
4 BR	0		
5 BR	0		
5+ BR	0		

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

If yes:

How long has it been closed (# of months)? 4 months

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

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

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

☐ Section 8 tenant-based assistance

☒ Public Housing (HOPE VI Revitalized Sites) University Place Senior

☐ Combined Section 8 and Public Housing

☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	104		n/a Lease up started in 12/2007
Extremely low income <=30% AMI	79	76%	
Very low income (>30% but <=50% AMI)	20	19%	
Low income (>50% but <80% AMI)	5	5%	
Families with children	6	6%	
Elderly families	104	100%	
Families with Disabilities	56	54%	
White	0	0%	
African -American	103	99%	
Asian	0	0%	
Am Indian	1	1%	
Characteristics by Bedroom Size (Public Housing Only)			

Housing Needs of Families on the Waiting List			
1BR (Includes 0 bedrooms	99	95%	
2 BR	5	5%	
3 BR	n/a		
4 BR	n/a		
5 BR	n/a		
5+ BR	n/a		

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

If yes:

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

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

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

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

☐ Section 8 tenant-based assistance

☒ Public Housing (HOPE VI Revitalized Sites) (College Park Senior, Family I and Family II)

☐ Combined Section 8 and Public Housing

☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	863		76
Extremely low income <=30% AMI	574	67%	
Very low income (>30% but <=50% AMI)	242	28%	
Low income (>50% but <80% AMI)	47	5%	
Families with children	803	93%	
Elderly families	48	6%	
Families with Disabilities	12	1%	
White	n/a		
African –American	n/a		
Asian	n/a		
Am. Indian	n/a		

Housing Needs of Families on the Waiting List			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	248	29%	
2 BR	272	32%	
3 BR	276	32%	
4 BR	67	8%	
5 BR	n/a		
5+ BR	n/a		

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

If yes:

How long has it been closed (# of months)? 10 months

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

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

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

☐ Section 8 tenant-based assistance

☒ Public Housing (HOPE VI Revitalized Sites) Uptown (Greenlaw Place, Uptown Scattered Sites, Uptown Square Apartments, and Metropolitan

☐ Combined Section 8 and Public Housing

☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	5596		10
Extremely low income <=30% AMI	4749	85%	
Very low income (>30% but <=50% AMI)	738	13%	
Low income (>50% but <80% AMI)	109	2%	
Families with children	4058	73%	
Elderly families	286	5%	
Families with Disabilities	1137	20%	
White	20	<1%	
African -American	5555	99%	

Housing Needs of Families on the Waiting List			
Asian	1	<1%	
Am. Indian	0		
N/A (Race) Race not provided	20	<1%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	1444	26%	
2 BR	2108	38%	
3 BR	1569	28%	
4 BR	432	8%	
5 BR	40	1%	
5+ BR	3	<1%	

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

If yes:

How long has it been closed (# of months)? Approximately 24 months for Greenlaw Place and Uptown Square Apartments; approximately 6 months for the Metropolitan and Uptown Single Family Homes.

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

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

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

☒ Section 8 tenant-based assistance

☐ Public Housing

☐ Combined Section 8 and Public Housing

☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	5622		600
Extremely low income <=30% AMI	Not available on preapplication	Not available on preapplication	
Very low income (>30% but <=50% AMI)	Not available on preapplication	Not available on preapplication	
Low income (>50% but <80% AMI)	Not available on preapplication	Not available on preapplication	
Families with	Not available on	Not available on	

Housing Needs of Families on the Waiting List			
children	preapplication	preapplication	
Elderly families	Not available on preapplication	Not available on preapplication	
Families with Disabilities	Not available on preapplication	Not available on preapplication	
Race/ethnicity	Not available on preapplication	Not available on preapplication	
Race/ethnicity	Not available on preapplication	Not available on preapplication	
Race/ethnicity	Not available on preapplication	Not available on preapplication	
Race/ethnicity	Not available on preapplication	Not available on preapplication	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	N/A	N/A	
2 BR	N/A	N/A	
3 BR	N/A	N/A	
4 BR	N/A	N/A	
5 BR	N/A	N/A	
5+ BR	N/A	N/A	

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

If yes:

How long has it been closed (# of months)? **4/2007**

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

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

C. Strategy for Addressing Needs

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

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line

☒ Reduce turnover time for vacated public housing units

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

Strategy 2: Increase the number of affordable housing units by:
Select all that apply

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

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

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

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

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

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

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

Need: Specific Family Types: The Elderly

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

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

Need: Specific Family Types: Families with Disabilities

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

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

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

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

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

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

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

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

(2) Reasons for Selecting Strategies

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

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

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

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

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. Federal Grants		
a) Public Housing Operating Fund	7,997,283	
b) Public Housing Capital Fund	10,252,388	
c) Annual Contributions for Section 8 Tenant-Based Assistance	36,690,732	
d) Annual Contributions for DHAP	7,616,282	
e) Community Development Block Grant	1,200,000	
f) HOME	1,500,000	
g) ROSS Homeownership Program	250,000	
h) ROSS Neighborhood Networks	300,000	
i) ROSS Family Self Sufficiency Program	65,000	
j) Section 8 FSS/Homeownership Coordinator	84,875	
2. Prior Year Federal Grants (unobligated funds only) a/o December 31, 2007		
HOPE VI Revitalization	18,317,501	
Replacement Housing Factor	8,571,143	
Capital Fund Program	7,401,762	
ROSS Homeownership Program	350,000	
3. Public Housing Dwelling Rental Income	3,280,330	
4. Other income (list below)		
Non-Dwelling Rental	200,000	
Public Housing Investment Income	150,000	
Administrative Fees & Expense Recovery	300,000	
4. Non-federal sources (list below)		
CIP Funds	12,500,000	
City Funds	500,000	
Delta Area on Aging	45,000	
Total resources	**$117,572,296**	

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: *Upon unit availability which ranges from 3 to 5 days*

☐ Other: (describe)

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 *Credit history*

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?*15 sites –1. College Park Senior, 2.College Park Family I, 3. College Park Family II, 4. Greenlaw Place, 5. Uptown Square, 6. Metropolitan, 7. Uptown Neighborhood Scattered sites, 8.Transitional Homes, 9. Crockett Place, 10. Latham Terrace, 11 Fowler Multifamily/GE Patterson Pointe, 12. Magnolia Terrace, 13. University Place Elderly, 14. University Place Phase II. 15. Harold Ford Sr. Villa*

2. ☒ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
   If yes, how many lists? 3- University Place Elderly
   University Place Phase II
   Harold Ford Sr. Villa

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

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
   ☐ PHA main administrative office
   ☐ All PHA development management offices
   ☒ Management offices at developments with site-based waiting lists
   ☒ At the development to which they would like to apply
   ☐ Other (list below)

(3) Assignment

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

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

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

(4) Admissions Preferences

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

b. Transfer policies:
In what circumstances will transfers take precedence over new admissions? (list below)

☒ Emergencies
☒ Overhoused
☒ Underhoused
☒ Medical justification
☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☐ Resident choice: (state circumstances below)
☒ Other: *Meet deconcentration goals*

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)

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.

1. Date and Time

Former Federal preferences:
1. Involuntary Displacement (Disaster, Government Action, Action of Housing

Table Library

Owner, Inaccessibility, Property Disposition)
Victims of domestic violence
Substandard housing
Homelessness
High rent burden

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

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)

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:

1. College Park Senior, 2. College Park Family I, 3. College Park Family II, 4. Greenlaw Place, 5. Uptown Square, 6. Metropolitan, 7. Uptown Neighborhood Scattered sites, 8. Transitional Homes, 9. Crockett Place, 10. Latham Terrace, 11. Fowler Multifamily/GE Patterson Pointe, 12. Magnolia Terrace, 13. University Place Elderly, 14. University Place Phase II.

☐ 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 *(Modifications to the Self Reliance Agreement (SRA) policy.*

1. College Park Senior, 2. College Park Family I, 3. College Park Family II, 4. Greenlaw Place, 5. Uptown Square, 6. Metropolitan, 7. Uptown Neighborhood Scattered sites, 8. Transitional Homes, 9. Crockett Place, 10. Latham Terrace, 11. Fowler Multifamily/GE Patterson Pointe, 12. Magnolia Terrace, 13. University Place Elderly, 14. University Place Phase II.

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)

SRA policy implemented

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)
The contact information for the participants' previous landlord.

(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

Table Library

☐ 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 *Pre-applications can be obtained during open waiting list periods at published locations.*

(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:

- The family has a medical condition or handicap, which makes locating an accessible unit difficult;
- The family has three or more minors; or
- There is evidence of the family's search for a unit in a low-poverty area (such as submission of a Request for Tenancy Approval for a unit in a low-poverty area).
- There is evidence that a family has experienced discrimination due to their voucher holder status. The incident must be reported to the Memphis Fair Housing Center. To qualify for an extension, the family must obtain a written account of the discrimination to MFHC and evidence that they continued to search for housing. MHA will verify all requests with MFHC. Requests for extension under this category must be reviewed and approved by a Supervisor.

(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, Public Housing relocation and very low-income homeowners who are impacted by a City demolition order**)

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

Former Federal preferences

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

Other preferences (select all that apply)

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

Preference will be given to residents of MHA public housing units who are required to relocate due to one of the following conditions:

A. Their public housing units are identified as hazardous to the family due to either: minors residing in units with high lead content who have elevated blood lead levels (EBLs); or the presence of other serious environmental hazards that affect the family's health or safety. The preference may be granted if there are no lead-free units available in any other public housing developments.

B. Families (including single persons) who are currently residing in public housing units that will be demolished, disposed of, rehabilitated or consolidated.

Preference given to very-low income families who own and reside in a single family dwelling that has become dilapidated and the local government has issued a demolition order.

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.

1 Date and Time

Former Federal preferences

1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

Table Library

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)

Preference will be given to residents of MHA public housing units who are required to relocate due to one of the following conditions:

A. Their public housing units are identified as hazardous to the family due to either: minors residing in units with high lead content who have elevated blood lead levels (EBLs); or the presence of other serious environmental hazards that affect the family's health or safety. The preference may be granted if there are no lead-free units available in any other public housing developments.

B. Families (including single persons) who are currently residing in public housing units that will be demolished, disposed of, rehabilitated or consolidated.

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

(1) Income Based Rent Policies

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 highest 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**:**

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

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

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

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

☐ For the earned income of a previously unemployed household member
☐ For increases in earned income
☐ Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

☐ Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

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

e. Ceiling rents

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

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

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

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

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

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

f. Rent re-determinations:
1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)
☐ Never
☐ At family option
☐ Any time the family experiences an income increase
☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
☐ Other (list below) *The family experiences an income decrease or an increase in family size or deductible expenses without an increase in income.*

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) *On-Line Market Rent Study*

B. Section 8 Tenant-Based Assistance

(1) Payment Standards

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

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

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

☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area

☐ The PHA has chosen to serve additional families by lowering the payment standard

☐ Reflects market or submarket

☐ Other (list below)

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

☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area

☐ Reflects market or submarket

☒ To increase housing options for families

☐ Other (list below)

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

☒ Annually

☒ Other (list below) *Payment standards may be reviewed and/or adjusted in response to funding changes more frequently, if needed.*

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) *Budgetary controls*

(2) Minimum Rent

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

☐ $0

☐ $1-$25

☒ $26-$50

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

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

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

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

☒ An organization chart showing the PHA's management structure and organization is attached.

☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

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

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	2769	175
Section 8 Vouchers	5853	600
Section 8 Certificates	N/A	N/A
Section 8 Mod Rehab	N/A	N/A
Special Purpose Section 8 Certificates/Vouchers (list individually)	N/A	N/A
Public Housing Drug Elimination Program (PHDEP)	N/A	N/A
Other Federal Programs(list individually)	N/A	N/A

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)

Public housing maintenance policies are located in the Asset Management Policies and Procedures Manual.

Public housing management policies are located in the Memphis Housing Authority Manual of Operations.

(2) Section 8 Management: (list below)

Section 8 management policies are located in the Manual of Operations and Administrative Plan.

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

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 D**

-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 E**

-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) College Park (LeMoyne Gardens HOPE VI Grant. All construction activity was completed in October 2005; A Preliminary Closeout Packet was submitted to HUD in March 2006 and accepted by HUD in July 2007); Uptown Senior and remaining Uptown Scattered Site Rental and Homeownership were completed in November 2007 and Certificates of Occupancy issued; University Place (Lamar Terrace HOPE VI Grant-1st Phase was completed and the building received its Certificate of

Occupancy in November 2007. Construction began in July 2006 for Magnolia Terrace (Uptown Senior Facility) Dixie Homes HOPE VI (Awarded in 2005; Residents were relocated by October 2006. Demolition of Dixie Homes is complete. Phase 1 off-site (McKinley Park) construction infrastructure work has started and home construction will initiate in February 2008.

1. Development name: *College Park (LeMoyne Gardens)*
2. Development (project) number: *TN 1-43, TN1-44, and TN1-46*
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 (Construction completed October 2005).

☒ 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) *Hurt Village (all phases of the Uptown Project—Deal 3 Subphases 4 and 5 are complete; Magnolia Terrace (Uptown Senior is now complete; phase of the Uptown HOPE VI Project (Deal 3, Subphases 4 and 5; 78 units) was closed in November 2006. These phases are now complete. The Uptown Senior Phase(69 units) initiated construction in July 2006 and received a Certificate of Occupancy on June 26, 2007. The facility is 100% occupancy.*

1. Development name: ***Uptown (Hurt Village)***
2. Development (project) number: *TN 1-47 Uptown Square(Mixed-Finance project) formerly Lauderdale Courts; TN 1-48 Greenlaw Apartments; TN1-49A, 49 B, TN 1-58 and TN 001-059 Scattered Site Rentals; TN 1-50 Metropolitan Apartments*
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 (Construction Completed for Uptown Square, Metropolitan, and Greenlaw; and final HOPE VI phases 78 units (37 rental and 41 homeownership units along with a 69 unit senior housing complex.

☒ 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) University *Place (Lamar Terrace) (Elderly Housing Facility) was completed in November 2007) Initial occupancy is underway and anticipate completion in the 1st quarter 2008. The second phase of University Place (University Terrace) will be completed in 2008 as well as the closing and start of construction of the 3rd rental housing phase and the start of construction for the homeownership phase.*

1. Development name: University Place (Lamar Terrace)
2. Development (project) number: *TN 1-1*
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: 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) Dixie Homes HOPE VI Grant Awarded; Master Development Agreement negotiated. Relocation of residents was completed in October 2006; Demolition is now complete; Phase 1 off-site construction activities in planning process in accordance with Revitalization Plan. The Phase I closing is planned for the 1st Quarter 2008

1. Development name: Legends Park (Dixie Homes)
2. Development (project) number: *TN 1-5 and 9.*
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:

Foote Homes (TN 1-2)

Cleaborn Homes (TN 1-8)

☒ 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:

- Austin Park Place (TN 1-62) Completion of 29 ACC units in a 71 unit development as replacement for Horn Lake Heights (TN 1-20).
- Cypresswood (TN 1-32B) Initiation of approximately 72 units as a replacement development.
- Graves Manor (TN 1-15) Initiation of programming for future revitalization of the site. Potential 4% credits and tax exempt bonds for inclusion within a Mixed Finance Proposal.
- Oates Manor (TN 1-7) Remediation and demolition of off-site parcels in preparation for redevelopment as housing in New Chicago area.

☒ 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:

The MHA will evaluate existing apartment complexes throughout the City of Memphis for acquisition with or without rehabilitation. The MHA will look at properties that currently have LIHTC financing and those with conventional debt. We will also consider sites for Operating Subsidy Only development application.

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.)

Demolition/Disposition Activity Description
1a. Development name: Lamar Terrace (University Place Phase IIB) 1b. Development (project) number: TN 1-1
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ ☐ We understand the revised disposition approval will be given during the Phase Closing process at HUD Headquarters IAW the revised 24 CFR Part 970 Submitted, pending approval ☐ Planned application
4. Date application **approved**, submitted, or planned for submission: **(11/14/2005)**
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development – Acreage for recreational facility ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 11/15/2005 b. Projected end date of activity: 07/15/2008
Demolition/Disposition Activity Description
1a. Development name: Lamar Terrace (University Place Phase III) 1b. Development (project) number: TN 1-1
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ We understand the revised disposition approval will be given during the Phase Closing process at HUD Headquarters IAW the revised 24 CFR Part 970 Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(11/14/2005)**
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 11/15/2005 b. Projected end date of activity: 07/15/2008

Demolition/Disposition Activity Description
1a. Development name: Foote Homes 1b. Development (project) number: TN 1-2
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐

Planned application ☒
4. Date application approved, submitted, or **planned for submission**: **(07/01/2008)**
5. Number of units affected: 420 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 07/01/2008 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Dixie Homes (Legends Park East) 1b. Development (project) number: TN 1-9
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ We understand the revised disposition approval will be given during the Phase Closing process at HUD Headquarters IAW the revised 24 CFR Part 970 Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(08/17/2007)**
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 08/18/2007 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Dixie Homes (Legends Park North) 1b. Development (project) number: TN 1-5,1-9
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ We understand the revised disposition approval will be given during the Phase Closing process at HUD Headquarters IAW the revised 24 CFR Part 970 Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(08/17/2007)**
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development

☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 08/18/2007 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Dixie Homes (Legends Park West) 1b. Development (project) number: TN 1-5, 1-9
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ We understand the revised disposition approval will be given during the Phase Closing process at HUD Headquarters IAW the revised 24 CFR Part 970 Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(08/17/2007)**
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 08/18/2007 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Dixie Homes (Legends Park -- Other) 1b. Development (project) number: TN 1-5, 1-9
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ We understand the revised disposition approval will be given during the Phase Closing process at HUD Headquarters IAW the revised 24 CFR Part 970 Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(08/17/2007)**
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 08/18/2007 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description

1a. Development name: Dixie Homes (Legends Park -- Other) 1b. Development (project) number: TN 1-5, 1-9
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ We understand the revised disposition approval will be given during the Phase Closing process at HUD Headquarters IAW the revised 24 CFR Part 970 Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(08/17/2007)**
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 08/18/2007 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Dixie Homes (Legends Park -- Other) 1b. Development (project) number: TN 1-5, 1-9
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ We understand the revised disposition approval will be given during the Phase Closing process at HUD Headquarters IAW the revised 24 CFR Part 970 Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(08/17/2007)**
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 08/18/2007 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Hurt Village 1b. Development (project) number: TN 1-6
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one)

Approved ☒ We understand the revised disposition approval will be given during the Phase Closing process at HUD Headquarters IAW the revised 24 CFR Part 970 Submitted, pending approval ☐ Planned application ☐
4. Date application approved, submitted, or [**planned]** for submission: **(Application for 3.25 acres-Uptown Commercial Center-planned submission by April 1, 2008.)**
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development (3.25 acres for Commercial Space along Auction Street) ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 07/01/2008 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Cleaborn Homes 1b. Development (project) number: TN 1-8
2. Activity type: Demolition ☒ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or **planned for submission**: **(07/01/2008)**
5. Number of units affected: 460 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 07/01/2008 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Cleaborn Homes 1b. Development (project) number: TN 1-11
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(04/05/2007)**
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development (8.56 acres for Homeownership) ☐ Total development

7. Timeline for activity:
a. Actual or projected start date of activity: 04/05/2007
b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Cleaborn Homes 1b. Development (project) number: TN 1-11
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(04/05/2007)**
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development(0.94 acres to be sold via public bid) ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 04/06/2007 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Graves Manor (Phase I) 1b. Development (project) number: TN 1-15
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ We understand the revised disposition approval will be given during the Phase Closing process at HUD Headquarters IAW the revised 24 CFR Part 970 Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(02/25/2005)**
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 07/01/2008 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Graves Manor (Phase II) 1b. Development (project) number: TN 1-15
2. Activity type: Demolition ☐ Disposition ☒

3. Application status (select one) Approved ☒ We understand the revised disposition approval will be given during the Phase Closing process at HUD Headquarters IAW the revised 24 CFR Part 970 Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(02/25/2005)**
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 07/01/2008 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Graves Manor (Phase III) 1b. Development (project) number: TN 1-15
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ We understand the revised disposition approval will be given during the Phase Closing process at HUD Headquarters IAW the revised 24 CFR Part 970 Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(02/25/2005)**
5. Number of units affected: 0 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 07/01/2008 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Walter Simmons Estates 1b. Development (project) number: TN 1-16
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(04/06/2004)**
5. Number of units affected: 300 6. Coverage of action (select one)

☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 04/07/2004 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Texas Courts 1b. Development (project) number: TN 1-33
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(11/16/2007)**
5. Number of units affected: 40 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 11/17/2007 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: Alabama Plaza 1b. Development (project) number: TN 1-45
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(2/25/2008)**
5. Number of units affected: 29 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 07/01/2007 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: MHA Central Office 1b. Development (project) number: TN 1-8A
2. Activity type: Demolition ☐

Disposition ☒
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(01/31/2003)**
5. Number of units affected: 0 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 07/01/2008 b. Projected end date of activity: 06/30/2009

Demolition/Disposition Activity Description
1a. Development name: MHA Vehicle Shop 1b. Development (project) number: TN 1-8A
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application **approved**, submitted, or planned for submission: **(02/18/2003)**
5. Number of units affected: 0 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 07/01/2008 b. Projected end date of activity: 06/30/2009

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

[24 CFR Part 903.7 9 (i)]

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

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

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

2. Activity Description

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

Designation of Public Housing Activity Description
1a. Development name: College Park Senior Village 1b. Development (project) number: TN 1-43
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☒ Submitted, pending approval ☐ Planned application ☐
4. Date this designation **approved**, submitted, or planned for submission: (01/20/2006)
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: 80 7. Coverage of action (select one) ☐ Part of the development ☒ Total development

Designation of Public Housing Activity Description
1a. Development name: Latham Terrace 1b. Development (project) number: TN 1-54
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☒ Submitted, pending approval ☐ Planned application ☐
4. Date this designation **approved**, submitted, or planned for submission: (01/20/2006)
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
7. Number of units affected: 80

7. Coverage of action (select one) ☐ Part of the development ☒ Total development

Designation of Public Housing Activity Description
1a. Development name: Magnolia Terrace 1b. Development (project) number: TN 1-56
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☒ Submitted, pending approval ☐ Planned application ☐
4. Date this designation **approved**, submitted, or planned for submission: (01/20/2006)
5. If approved, will this designation constitute a (select one) ☒ New Designation Plan ☒ Revision of a previously-approved Designation Plan?
8. Number of units affected: 69 7. Coverage of action (select one) ☐ Part of the development ☒ Total development

Designation of Public Housing Activity Description
1a. Development name: University Place Senior 1b. Development (project) number: TN 1-57
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☒ Submitted, pending approval ☐ Planned application ☐
4. Date this designation **approved**, submitted, or planned for submission: (01/20/2006)
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
9. Number of units affected: 82 ACC in 118 unit elderly building with LIHTC elderly requirements 7. Coverage of action (select one) ☒ Part of the development ☐ Total development

Designation of Public Housing Activity Description
1a. Development name: Cleaborn Senior Village

1b. Development (project) number: TN 1-8
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐ Planned application ☒
4. Date this designation approved, submitted, or **planned for submission**: (07/01/2008)
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☒ Revision of a previously-approved Designation Plan?
10. Number of units affected:200 7. Coverage of action (select one) ☒ Part of the development ☐ Total development

Designation of Public Housing Activity Description
1a. Development name: Graves Manor Senior Center 1b. Development (project) number: TN 1-15
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐ Planned application ☒
4. Date this designation approved, submitted, or **planned for submission**: (07/01/2008)
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☒ Revision of a previously-approved Designation Plan?
11. Number of units affected:80 7. Coverage of action (select one) ☒ Part of the development ☐ Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

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

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

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

2. Activity Description

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

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

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

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

2. Activity Description

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

Public Housing Homeownership Activity Description **(Complete one for each development affected)**
1a. Development name: *Uptown Neighborhood Homes* 1b. Development (project) number:
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☒ Section 24/9 ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☒ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval *(Final development phase approved by HUD in November 2006; Construction began in November and final phase (41homes) was completed in November 2007.* ☐ Planned application
4. Date Homeownership Plan/Program **(approved),** submitted, or planned for submission:
5. Number of units affected: 41 *homes (110 total homes; 41 in final phase)* 6. Coverage of action: (select one) ☒ Part of the development ☐ Total development

Public Housing Homeownership Activity Description **(Complete one for each development affected)**
1a. Development name: Legends Park (Phase Name: McKinley Park) 1b. Development (project) number: TN 1-TBD
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☒ Section 24/9 ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☐ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☒ Planned application
4. Date Homeownership Plan/Program approved, **(submitted)** or planned for submission: Phase 1 Homes (Submitted 12/4/06); Revised Term Sheet and Evidentiary Submission Planned by 12/31/07)
6. Number of units affected: 30 6. Coverage of action: (select one) ☒ Part of development ☐ Total development

Public Housing Homeownership Activity Description **(Complete one for each development affected)**

1a. Development name: University Place Homeownership 1b. Development (project) number:
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☒ Section 24/9 ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☐ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☒ Planned application
4. Date Homeownership Plan/Program approved**,** submitted, or (**planned)** for submission: April 9, 2008.
7. Number of units affected: 68 *homes* 6. Coverage of action: (select one) ☒ Part of the development ☐ 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

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:

1) Have a minimum annual income of $14,100
2) Employed for a minimum of one year and work at least 30 hours per week (employment history not applicable to elderly and disabled families)

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

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

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

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

If yes, what was the date that agreement was signed? 12/02/03

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.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or Section 8 participants or both)
Goal Card Attendance & Achievement	Max 326	Random Select	College Park	Public Housing
Goal Card Attendance & Achievement	Max 326	Random Select	Foote Homes	Public Housing
Boy Scouts	40	Specific Criteria	Montgomery Plaza	Public Housing
Sarah Brown Branch YWCA	183 families	Current College Park residents (Case management)	YWCA Office, Mississippi Boulevard	HOPE VI College Park only
MHA Homemakers Aging Commission	7	Specific Criteria	Area Agency on Aging	High-rise elderly, Public
Senior Companion, MIFA	30+	Specific Criteria	MIFA	High-rise, Public Housing
UT-Regional Medical Center	100	Specific Criteria	Barry Towers, Jefferson Square	Public Housing
RISE Foundation IDA accounts and provides resources to Public Housing residents through its Save-up initiatives; the RISE	60	Specific Criteria	All Public Housing and HOPE VI Developments	Public Housing & HOPE VI

Table Library

Foundation provides $2 in local funding for every $1 from each participant				
MHA Executive Director's Scholarship Program	10	Specific Criteria	MHA	Public Housing Only
Resident Employment & Training Center	450	Volunteer	PHA Main Office, Jobs Career Center.	Public Housing, Section 8, community and HOPE VI residents
Urban Strategies/Memphis Hope	200	Specific Criteria	MHA	Foote Homes,, Cleaborn Homes, Montgomery Plaza, and Askew Place
Urban Strategies Memphis HOPE	617	Specific Criteria	Urban Strategies Memphis HOPE	Former Dixie Homes and Lamar Terrace residents
Memphis Housing Resource Center Housing Counseling Services	35-40	Specific Criteria	FSS and RISE	Former Hurt Village/and Lauderdale Courts and all PHA Residents
Tenant Orientation/ Training Program	Max 314	Required prior to Move-In	HOPE VI, Private Management and Public Housing	Public Housing Residents
RISE Foundation IDA accounts and provides resources to Public Housing residents through its Save-up initiatives; the RISE Foundation provides $1 in local funding for every HOPE VI $ set aside for IDA accounts for Hurt Village residents	60	Specific Criteria	The RISE Foundation staff, Human Services Staff.	All PH residents
The University of Memphis Program Evaluator, Community of Scholars Program	313	Specific Criteria	U of M staff and Director of Human Services.	HOPE VI programs

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2008 Estimate)	Actual Number of Participants (As of: 12/31/2007)
Public Housing	65	63
Section 8	30	52

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)

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

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

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

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

☒ High incidence of violent and/or drug-related crime in some or all of the PHA's developments

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

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

☒ Safety and security survey of residents
☒ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
☐ Analysis of cost trends over time for repair of vandalism and removal of graffiti
☒ Resident reports
☒ PHA employee reports
☒ Police reports
☒ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
☒ Other (describe below) *NCIC system. A security background to check for felonies committed by potential clients local or out of state.*

1. Which developments are most affected? (list below)
   All Memphis Housing Authority properties as well as all privately managed MHA properties.

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)
   Joint patrols by Memphis Housing Authority's police and Memphis Police Department. We also began contracting private security officers to cover our 4 high rise location during the holiday season and into the beginning of the new year.

2. Which developments are most affected? (list below)
   All Memphis Housing Authority properties as well as all privately managed MHA properties.

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)

1. Which developments are most affected? (list below)
   All Memphis Housing Authority properties as well as all privately managed MHA properties.

D. Additional information as required by PHDEP/PHDEP Plan

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

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

14. PET POLICY

[24 CFR Part 903.7 9 (n)]

See Attachment F

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?_2___
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)]

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?

PHA Asset Management Table (Addendum)

The Memphis Housing Authority has developed a strategic plan for its portfolio of properties and is in the process of changing from an operationally oriented agency to one that is asset management based. In addition to the physical aspects of the plan the MHA is changing its management structure to more align itself with an asset management structure.

College Park

LeMoyne Gardens was demolished in 1997, as a result of a 1995 HOPE VI Grant Award. Currently the development, now known as College Park, has an 80-unit senior only complex. This facility is completed and fully occupied. Another 107 units were developed for the Family I Phase along with 154 units in the Family II Phase. These phases are also complete and fully leased. In addition, a total of 70 for-sale homes have been built and sold to eligible families, A preliminary closeout packet was submitted to HUD on March 29, 2006 and approved by HUD in July 2007.

The rental phases are managed by a private management company as part of MHA's overall asset management plan to turn the majority of its portfolio to privatized management.

Uptown Project
Revitalization activities completed to date include the rehabilitation/conversion of the 347-units Lauderdale Courts (now Uptown Square Apartments) and development of the following properties: Metropolitan Apartments (114 units) and Greenlaw Place Apartments (88 units); Development activities are continuing on the Neighborhood Homes. The MHA closed on the 2 final single family phases in November (37 PH units and 41 Homeownership units) in November 2006. Construction was completed in November 2007. Magnolia Terrace, (Uptown Senior Facility, 69 units) began construction in June 2006 and was completed in June 2007. All HOPE VI Grant sponsored phases are now complete as of November 2007. Construction is continuing for the balance of the market rate units which are not sponsored by the HOPE VI Grant.

University Place (Formerly Lamar Terrace)
The MHA was awarded a third HOPE VI Grant for the redevelopment of the Lamar Terrace Development. The entire 24 acre site was demolished in 2005 and the site will be redeveloped into a 391 unit mixed-income development containing a 118 unit senior only facility, single family homeownership and multifamily rental units, extensive public improvements including a community center and other recreational amenities. Construction was completed and the building received its occupancy certificate in November 2007 Construction is currently underway on the 2nd phase which will accommodate family housing The University Place initiative is part of a larger redevelopment initiative which will focus on the redevelopment of the Lamar Terrace.

Legends Park (Formerly Dixie Homes)
The Legends Park Revitalization Project received a HOPE VI Implementation Grant in the 4th Quarter 2005. The 600 unit 46 acre site has been demolished and will be replaced with 404 units (374 on site PH LITHC, and market rate rental units and another 30 homeownership units off site). Infrastructure work is progressing and construction is anticipated in the 1st quarter 2008 for the 1st phase (McKinley Park which is off-site). This project will also involve the development of 12,000 square feet of commercial/retail space.

Other asset management initiatives include privatizing various maintenance related areas at our developments including landscaping, plumbing, HVAC and emergency repairs. The MHA is also evaluating various apartment complexes in the Memphis area for acquisition to replace demolished and/or disposed of units providing an influx of newly developed or recently remodeled housing stock. It is anticipated that part of the funds available for these purchases as well as planned revitalization programs will come from the application for THDA low income housing tax credits and the proceeds of City of Memphis general obligation bonds.

The MHA's strategies for asset management and revitalization will enable us to increase our occupancy and increase our effectiveness for maintenance needs at our developments. Following the above strategies will allow us to improve our PHAS scores.

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 **P**

☐ 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.)

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

1. Consolidated Plan jurisdiction: *City of Memphis*

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)
The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: The City of Memphis has made commitments to support the revitalization activities planned by MHA for the College Park (LeMoyne Gardens) ,and Uptown sites including Uptown Square (Lauderdale Courts), Greenlaw Place Apartments, scattered site development, and other components of the Hurt Village Revitalization Plan, University Place HOPE VI Project. City funds will be used for community and supportive services, infrastructure, and/or down payment assistance. The City is also targeting several neighborhoods for strategic development initiatives, including the College Park area, the Greenlaw/Manassas neighborhood, and the area surrounding Foote Homes and Cleaborn Homes. (No City funds will be used to pay for community and supportive service activities for the University Place HOPE VI Project. In the Foote/Cleaborn area, the City is sponsoring the Peabody/Vance Collaborative, which provides supportive services, a micro loan program, and job training programs to public housing residents.

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

Definition for Significant Amendments and Substantial Deviation/Modifications to the Plan:

1. Changes to rent or admissions policies or organization of the waiting list

2. Additions of non-emergency work items (items not included in the current annual Statement or Five-Year Action Plan) or change in the use of replacement reserve funds under the Capital Fund
3. Any change with regard to demolition or disposition, designation, homeownership.

D. Other Information Required by HUD

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

Attachments

Admissions and Continued Occupancy Policy Governing HUD-Aided Public Housing (ACOP)

Operated by:
Memphis Housing Authority

ACOP Rev. 03/27/08 by Resolution No.

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Admissions and Continued Occupancy Policy Governing HUD-Aided Public Housing Operated by the Memphis Housing Authority

I. Nondiscrimination

A. Compliance with Civil Rights Laws

1. It is the policy of the Memphis Housing Authority (MHA) to comply with all laws relating to Civil Rights, including but not limited to:

- Title VI of the Civil Rights Act of 1964 **(42 U.SC 2000d – 2000d-4, implementing regulations at 24 CFR Part 1)**
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), **(See 42 USC 3601-19, implementing regulations at 24 CFR Part 100)**
- Executive Order 11063, as amended by Executive Order 12259 (See 24 CFR part 107); Section 504 of the Rehabilitation Act of 1973, **(See 29 USC 794, implementing regulations at 24 CFR Part 8)**
- the Age Discrimination Act of 1975, **(See 42 USC 6101 – 6107, implementing regulations at 24 CFR Part 146)**
- Title II of the Americans with Disabilities Act **(42 USC 12101 et seq.)** (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), **(Title II deals with common areas and public space, not living units.)**
- any applicable State laws or local ordinances, and
- any federal, state, or local legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.
- The Calvert Consent Order, dated December 23rd, 1996

2. MHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the advertising, leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under MHA'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. **(24 CFR § 100.5)**

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

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

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

(c) Subject anyone to segregation or disparate treatment;

(d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;

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

(e) Treat anyone differently in determining eligibility or other requirements for admission[2];

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

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

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

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

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

(i) Make each of its existing facilities accessible **[24 CFR § 8.24 (a) (1)]** ; or make structural alterations when other methods can be demonstrated to achieve the same effect; **[24 CFR § 8.24 (b)]**

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

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

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

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

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

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

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

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

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

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

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

6. MHA will not permit these policies to be subverted to do personal or political favors. MHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

7. Childhood lead poisoning is one of the most common pediatric health problems in the United States and it is preventable. MHA desires to focus on lead poisoning before it occurs. All potential residents, prior to being assigned a unit, shall have their children under seven years of age tested for the levels of lead in their blood. Potential residents may be tested of have their children tested by the Memphis-Shelby County Health Department or their health care provider. The potential residents will be responsible for having the test completed. Potential residents must execute a medical record release form and have a copy of all results forwarded to the MHA prior to being assigned a unit. If a potential resident fails to have their children under seven years of age tested, or fails to have the results forwarded to MHA within ten days of the notice of an available unit, the potential resident's name will go to the bottom of the housing waiting list.

B. Accessibility and Plain Language

1. Facilities and programs used by residents must be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms and so on must be usable by residents with a full range of disabilities. If none of these facilities are already accessible (and located on accessible routes), some[4] must be made so, subject to the undue financial and administrative burden test. **(24 CFR § 8.20 and 8.21)**

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

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

[5] 24 CFR **§** 5.502 requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

3. Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but MHA will present examples to help applicants and residents understand the issues involved. In writing materials for applicants and residents, MHA staff will keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability to read or understand – so rules and benefits may have to be explained verbally, perhaps more than once. **(24 CFR § 8.6)**

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

5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. MHA is not required to pay the costs associated with having a foreign language interpreter (as they are for sign language interpreters for the hearing impaired **[24 CFR § 8.6]** because the Fair Housing law makes no such requirement).

6. At a minimum, MHA will prepare the following information in plain-language accessible formats:

- Marketing, promotional and informational materials
- Information about the application process
- How rents and utility allowances are determined
- The application form and required certifications
- All form letters and notices to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules, if any
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)

II. Eligibility for Admission and Processing of Applications

A. Affirmative Marketing

1. MHA will conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will consider the level of vacancy in the MHA's units, any disparity in incomes between developments, availability of units through turnover, and waiting list characteristics. MHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts. All marketing efforts will include outreach to those least likely to apply **(Affirmative Marketing Requirement).**

2. Marketing and informational materials will be subject to the following:

(a) Marketing materials will comply with Fair Housing Act requirements (where applicable) on wording, logo, size of type, etc.;

(b) Marketing will describe the housing units, application process, and waiting list and preference structure accurately;

(c) Marketing will use clear and easy to understand terms and will use more than strictly English-language print media;

(d) Agencies that serve and advocate for potentially qualified applicants least likely applying (e.g. the disabled) will be contacted to ensure that accessible/adaptable units are offered to applicants who need their features;

(e) Marketing materials will make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and

(f) MHA will be clear about its responsibility to provide reasonable accommodations to people with disabilities.

B. Qualification for Admission

1. It is MHA's policy to admit **only** qualified applicants[6].

2. An applicant is qualified if he or she meets all of the following criteria:

(a) Is a family as defined in Section XII of this policy?;

(b) Meets the HUD requirements on citizenship or immigration status; **[24 CFR Part 5, Subpart E]**

(c) Has an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in MHA offices.

(d) Provides documentation of Social Security numbers for all family members, age 6 or older, or certifies that they do not have Social Security numbers; **[24 CFR § 5.216]** and

[6] The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: **24 CFR § 8.3** Definition of qualified individual with handicaps. Eligibility is a term having specific meaning under the Housing Act of 1937. In order to be eligible, a family must meet four tests: (1) they must meet HA's definition of family; (2) have an Annual Income at or below program guidelines; (3) each family member, age 6 or older, must have a social security number or certify that he/she has no number; and (4) each family member receiving assistance must be a citizen or non-citizen with eligible immigration status per **24 CFR Part 5, Subpart E.**

(e) Meets or exceeds the Applicant Selection Criteria set forth in Section II. F. of these policies,including attending and successfully completing a MHA-approved pre-occupancy orientation session;.

C. Waiting List Management

1. It is the policy of MHA to administer its waiting list as required by the regulations at **24 CFR § 960.206.**

2. Opening and Closing Waiting Lists

(a) MHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. MHA may open or close the list for persons with a high preference category, or by unit size or type available. See (c) below.

(b) For any unit size or type, if the MHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, MHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit.

(c) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of MHA to house an applicant in an appropriate unit within a reasonable period of time (between twelve and eighteen months). A decision to close the waiting lists, restricting intake, or opening the waiting lists will be publicly announced.

(d) During the period when the waiting list is closed, MHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

3. Determining if the Waiting List may be Closed

MHA will use its **Procedure on Opening and Closing the Waiting List**[7] to determine whether the waiting list(s) may be closed.

4. Updating the Waiting List

(a) Beginning in April of 2000 MHA will update each waiting list sublist (by unit type and BR size) at least once a year by contacting all applicants in writing[8].

If, after two attempts in writing[9], no response is received, MHA will withdraw the names of applicants from the waiting list.

At the time of initial intake, MHA will advise families of their responsibility to notify the MHA when their circumstances, mailing address or phone numbers change.

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[7] This policy refers to written procedures that cover, in this case, the closing of the waiting list. References to other administrative procedures are made periodically in the text of this policy. These procedures are separate documents that describe the work steps necessary to implement the policy choices made in this document. The procedures are for use by staff and may be modified or amended as needed without Board approval.

[8] Or by the method designated at initial application by applicants with disabilities.

[9] Both the first and second written communication will be sent by first class mail.

(b) MHA will not remove an applicant's name from the waiting list except in accordance with its **Procedure on Updating the Waiting List and Removing Applications**.

5. Change in Preference Status While on the Waiting List

(a) Families on the waiting list who did not qualify for a local or ranking preference when they applied may experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact MHA so that their status may be recertified or, depending on application processing status, reverified. Applicants whose preference status changes while they are on the waiting list will retain their original date and time of application.

(b) To the extent that MHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

D. Processing Applications for Admission

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

2. Interviews and Verification Process

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

(a) The following items will be verified according to MHA's **Procedure on Verification,** to determine qualification for admission to MHA's housing:

(i) Family composition and type (Elderly/Disabled/near elderly /non-elderly)

(ii) Annual Income

(iii) Assets and Asset Income

(iv) Deductions from Income

(v) Preferences

(vi) Social Security Numbers of all Family Members Age 6+

(vii) Information Used in Applicant Screening

(viii) Citizenship or eligible immigration status

(b) Third party written verification is the preferred form of documentation to substantiate applicant or resident claims. If third party written verifications are not available, MHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by MHA staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.

(c) Verification of eligible immigration status shall be carried out pursuant to **24 CFR § Part 5, Subpart E.** Citizens are permitted to certify to their status.

3. Applicants reporting zero income will be asked to complete a family expense form. This form will be the first completed in the interview process. The form will ask applicants to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. It will also ask applicants about the status of any application or benefits through TANF or other similar programs. (If a "zero income" family is admitted, redeterminations of income will be performed every 90 days. See Section 3. C, Periodic Reexaminations, of this policy.)

4. MHA's records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; The applicant's race and ethnicity; the determination by MHA as to eligibility or ineligibility of the applicant; when eligible, the unit size(s) for which eligible; the preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected. **[24 CFR § 85.42]**

E. The Preference System

1. **It is MHA's policy that a preference does not guarantee admission.** Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet MHA's Resident Selection Criteria (described later in this policy) before being offered a unit.

2. **Factors other than preferences that affect the selection of applicants from the waiting list.**

Before applying its preference system, MHA will first match the characteristics of the available unit to the applicants available on the waiting list. Factors such as unit size, accessibility features, or type of project, limit the admission of families to those households whose characteristics "match" the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with a higher preferences (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference).

Factors other than the preference system that affect applicant selection for unit offers are described below:

(a) When selecting a family for a unit with **accessible features**, MHA will give a preference to families that include persons with disabilities who can benefit from the unit's features. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families.

If no family needing accessible features can be found for a unit with accessible features, MHA will house a family not needing the unit features, subject to the requirement in the Tenant Selection and Assignment Plan, under which a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

(b) When selecting a family for a unit in housing designated for elderly families, or disabled families, if any, MHA will give a priority to elderly, disabled or near elderly families as described later in this section.

(c) When selecting a family for a unit in a mixed population development (a property that houses both elderly and disabled families, as opposed to a general occupancy development that houses non-elderly families as well), MHA will give a priority to elderly families and disabled families as described later in this section.

(d) When selecting a single person at a Mixed Population development, elderly or disabled– persons have priority over singles that are not elderly or disabled regardless of preferences. Single applicants who are not elderly or disabled can only be admitted after all elderly or disabled families have been offered units. **[24 CFR § 960.407]** Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease), meet the definitions of the preferences described below.

3. **Local Preference: Non-Revitalized Developments**

There is one local preference in effect based on ranges of income applicable to all developments except those constructed on the former site of Lemoyne Gardens, and other revitalized developments or newly acquired developments. Under the MHA-wide system, 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); and

At least 40% of all applicants admitted in any year must be applicants from Tier I. This is a requirement of the Quality Housing and Work Responsibility Act of 1998.

4. Local Preference: Revitalized Developments

There is a different local preference based on ranges of income applicable to the revitalized developments constructed on the former Lemoyne Gardens site as follows or any other revitalized or newly acquired developments:

Elderly Buildings

- **Tier I:** Elderly and near elderly 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:** Elderly and near elderly families with incomes between 31% and 60% of area median income (the target for this group is 60% of all admissions in any year).

Family Buildings

- **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 60% of area median income (the target for this group is 10% of all admissions in any year); and
- **Tier III:** Families with incomes between 61% and 80% of area median income (the target for this group is 50% of all admissions in any year).

5. **Ranking Preference**

There are two possible ranking preferences in effect: first is the **Displacement Preference**, and second is the **Upward Mobility Preference** (as defined in Section XII). **MHA's Procedure on Unit Offers and Applicant Placement** will be used to order the Waiting List and make unit offers.

Families that qualify for neither the Natural Disaster/Governmental Displacement nor the Upward Mobility preferences will be categorized as No-preference families.

6. **Preference for Returnees: Revitalized Developments**

In addition to these ranking preferences, there shall be a preference in effect, at revitalized developments only, for former residents who had previously indicated that they wished to return. To qualify for this preference a family would have to: a) indicate at the time they make their Permanent Housing Choice that they wish to return; b) accept temporary relocation as assigned by MHA until the revitalized units are ready for return; c) be a tenant in good standing at the housing assigned for temporary relocation when the revitalized units are ready for re-occupancy and d) pass the screening requirements approved in the Management Plan.

7. **Mixed Population Buildings Local Preference**

In addition to the Income Tier preference, which applies to all MHA's developments, MHA elects to retain the former Federally mandated priority for single persons who are either elderly, persons with disabilities, or persons displaced by governmental action over all other single persons when filling vacancies in its Mixed Population buildings.

8. **Method of Applying Preferences**

To ensure that MHA admits the statutorily required 40% of applicants per year with incomes in Tier I and, at the same time, does not create concentrations of families by income at any of its properties, MHA will rank applicants within both income tiers as Displacement, Upward Mobility or no-preference. Four out of every ten applicants admitted in any fiscal year will be from Tier I. If there are insufficient applications among the Tier I Displacement preference holders, Tier I Upward Mobility preference holders will be selected. If there are insufficient Upward Mobility preference holders, staff will make offers to the No-preference applicants in Tier I. Within each of the ranking preference categories, offers will be made by oldest application. **[See 24 CFR § 960.208(e)(1)(i)]** The remaining six out of every ten applicants admitted, will be from Tier II, subject to the same ranking preferences sorted by application date and time.

Former residents returning to revitalized developments will not count against the income tier targets. Rather, these families will be treated as transferees, even if their temporary relocation has been through the Section 8 program.

(a) MHA will house applicants from Tiers I and II on the waiting list by selecting first from the Displacement applicants, then from Upward Mobility applicants within each Tier, and then, if the Upward Mobility applications are exhausted, by selecting from the No-preference applicants within each Tier.

(b) MHA will also offer units to existing residents on the transfer list. Some types of transfers are processed before new admissions and some types of transfers are processed with new admissions, using a ratio set forth in the Tenant Selection and Assignment Plan (TSAP). Transfers do not count toward the 40% Tier I requirement.

(c) MHA will neither hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

9. **Definition of Displacement and Upward Mobility Preference**

MHA defines Displacement 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.

MHA defines Upward Mobility to include all 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, as defined in Section XII. Additionally, persons who cannot work because of age or disability qualify for this ranking preference. **[24 CFR § 960.206(b)(2).]**

Although the ranking preferences have several subcategories, the subcategories will not be combined or aggregated in any way. Applicants will be considered for admission based on any one of the subcategories in which they qualify. Thus, an applicant whose family includes two members with Upward Mobility preferences does not rank any higher than a family that has only one member qualifying for the Upward Mobility preference.

10. **Withholding Preferences**

As required by law, MHA 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 years because of drug-related or criminal activity that threatens the health, safety or peaceful enjoyment of other residents or MHA staff. MHA may grant admissions preference in any of the following cases:

(a) If MHA determines that the evicted person has successfully completed a rehabilitation program approved by MHA;

(b) If MHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or

(c) If MHA determines that the evicted person no longer participates in any drug-related or criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants or staff of MHA.

11. **Designated Housing**

The preference system described above will work in combination with requirements to match the characteristics of the family to the type of unit available, including developments with HUD-approved designated populations, if any. When such matching is required or permitted by current law, MHA will give preference to the families described below. The ability to provide preferences for some family types will depend on unit size available.

(a) **Projects designated for the elderly:**[10] Elderly families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan. **[24 CFR Part 945].**

When there are insufficient elderly families on the waiting list, near-elderly families (head or spouse ages 50 to 61) will receive a priority for this type of unit.

(b) **Projects designated for disabled families:**[11] Disabled families will receive a priority for admission to units or buildings that are covered by a HUD-approved Designation Plan. **[24 CFR part 945]**

[10] This reference is to buildings or portions of buildings designated for the elderly by following HUD's requirements. Designation of housing for the elderly requires the preparation of a designated housing plan. The plan must be presented to HUD for review and approval.

(c) **Mixed population Projects[12]:** Elderly families, disabled families and families displaced by governmental action will receive equal priority for admission to such units.

All elderly, disabled or displaced applicants who are single persons shall be admitted before single persons who are not elderly, disabled nor displaced.

(d) **General Occupancy Projects**: The priority for elderly and disabled families and displaced persons over single persons does not apply at General Occupancy Properties.

12. **Administration of the Preferences**

(a) Depending on the time an applicant may have to remain on the waiting list, MHA will either verify preferences at the time of application (when there is no waiting list or the waiting list is very short) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verification of preferences is one of the earliest steps in processing waiting list families for admission. Preference verifications shall be no more than 120 days old at the time of certification.

(b) At the time of pre-application, MHA will use a pre-application to obtain the family's certification that it qualifies for a preference. Between pre-application and the application interview, the family will be advised to notify MHA of any change that may affect their ability to qualify for a preference.

(c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.

(d) Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will lose their preference status and their standing on the waiting list.

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

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

13. **Notice and Opportunity for a Meeting [24 CFR § 960.208(a)]**

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

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[11] Buildings, floors and units can also be designated for disabled families, also by following the HUD requirements. This entails preparing a designated housing plan noting which buildings (if any) will be set aside for disabled families. HUD approval is required for the plan.

[12] A mixed population project is a property (or portion of a property) that was: reserved for elderly and disabled families at its inception and has retained that character; or the MHA obtained HUD approval to retain the property for elderly and disabled families. These projects were formerly known as elderly projects.

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

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

(c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the MHA's decision to deny the preference.

F. Applicant Selection Criteria

1. It is MHA's policy that all applicants shall be screened in accordance with HUD's regulations **(24 CFR § 960)** and sound management practices. During screening, MHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

(a) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;

(b) to care for and avoid damaging the unit and common areas;

(c) to use facilities and equipment in a reasonable way;

(d) to create no health, or safety hazards, and to report maintenance needs;

(e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

(f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity; and

(g) to comply with necessary and reasonable rules and program requirements of HUD and the MHA.

2. How MHA will check ability to comply with essential lease requirements:

(a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with MHA's **Procedure on Applicant Screening**. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will by paid by the MHA.

(b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to**:

(i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare; **[24 CFR § 960.203(c)]**

(ii) Adversely affect the physical environment or financial stability of the project; **[24 CFR § 960.203(c)(1)]**

(iii) Violate the terms and conditions of the lease; **[See 24 CFR § 8.3 Definition: Qualified individual with handicaps)]**

(iv) Require services from MHA staff that would alter the fundamental nature of MHA's program. **[See 24 CFR § 8.3 Definition: Qualified individual with handicaps]**

(c) MHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures (**Screening Procedure**) used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification. **[24 CFR § 960.259(c)]**

(d) MHA will complete a credit check and a rental history check on all applicants. In carrying out the credit check MHA will pay particular attention to the applicant's history of rental payment as opposed to payment history generally.

(e) Payment of funds owed to MHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. MHA will reject an applicant for unpaid balances owed MHA by the applicant for any program that MHA operates. MHA expects these balances to be paid in full (either in a lump sum or over time) before initiating the full screening process. MHA will not admit families who owe back balances. **[See 24 CFR § 960.203(c)(1)]**

(f) MHA will complete a criminal background check for a period of three years preceding consideration for admission on all applicants family member 17 years of age or older or any member for whom criminal records are available. MHA will deny admission to any applicant households with one or more members who, within the five years preceding consideration for admission, has been evicted from federally assisted housing for drug-related criminal activity. **[24 CFR §§ 960.203 – 960.205]**

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MHA also may deny admission at any time under the following circumstances:

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1. Any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

2. Any household member has been convicted of other drug-related or violent criminal activity within the past three years.

3. Any household member is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household member is known to have lived.

4. MHA has reasonable cause to believe that a household member's use of illegal drugs or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.

5. MHA has reasonable cause to believe that a household member has engaged, within the past two years, in any other criminal activity that may threaten the health or safety of the other residents, property management staff or MHA employees or their contractors and agents.

MHA will use the date that the applicant completed any related sentence to evaluate eligibility. The applicant must have completed serving any related sentence, including applicable parole or probation period, three years prior to admission.

In determining whether to deny or terminate assistance, MHA may take such action if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

Extenuating circumstances, such as current or past participation in a rehab program, will be considered before final withdrawal of the applicant. If MHA uses a criminal record report as the basis to deny assistance, MHA will provide the applicant with a copy of the criminal record, if requested, and give the family an opportunity to dispute the record.

(g) MHA will complete a home visit on all applicants.[13] Housekeeping inspections will be used to determine whether the applicant's housekeeping would contribute to health or sanitation problems. MHA staff completing the home visit must consider whether the conditions they observe are the result of the applicant's treatment of the unit or whether they are caused by the unit's overall substandard condition.

(i) Housekeeping criteria shall include, but not be limited to:

Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);

Cleanliness in each room; and

General care of appliances, fixtures, windows, doors and cabinets.

(ii) Other MHA lease compliance criteria will also be checked, such as:

Evidence of destruction of property;

Unauthorized occupants;

[13] If MHA is unable to perform home visits on all applicants, MHA may elect to perform home visits only on applicants who have passed the criminal background check or on applicants whose landlord references are marginal. MHA will not make home visits to housing units where the applicant has no control over the quality of the housing, such as to persons living in homeless shelters.

Evidence of criminal activity; and

Conditions inconsistent with application information.

(iii) All applicants shall have at least two days' advance written notice of Home Visits.

(iv) The purpose of the Home Visit is to obtain information to be used in determining the applicant's compliance with Applicant Screening Criteria.

(h) All applicants are required to attend and complete MHA's Pre-Occupancy Orientation.

(i) MHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially rent and utility bills. **[24 CFR § 960.203(c)(1)]**
- A record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors. **[24 CFR § 960.203(c)]**
- Any history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. **[24 CFR § 960.204 & the Anti-Drug Act of 1988]**
- A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
- An applicant's ability and willingness to comply with the terms of MHA's lease. **[24 CFR § 8.3 Definition: Qualified Individual with Handicaps]**

(j) An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

(k) Applicants must be able to demonstrate the ability and willingness to comply with the terms of MHA's lease, either alone or with assistance that they can demonstrate they have or will have at the time of admission.[14] **[24 CFR § 8.2 Definitions: Qualified Individual with Handicaps]** Availability of assistance is subject to verification by MHA.

(l) Compliance with prior Community Service requirement for former resident of Memphis Housing Authority is part of the screening evaluation. Completion of outstanding Community service hours is an opportunity for

[14] Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for MHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

the applicant to demonstrate an improved track record. MHA will reject an applicant who did not complete their required Community Service hours for any program that MHA operates. MHA expects prior Community Service hours owed to be completed before initiating the full screening process. MHA will not admit families who have not completed their community service hours unless they are currently exempt due to age, disability, or employment exemption.

3. Screening applicants who claim mitigating circumstances

(a) If negative information is received about an applicant, MHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. **[24 CFR §960.203(d)]** To be factored into MHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

(b) Mitigating circumstances[15] are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

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

(d) Examples of mitigating circumstances might include:

(i) Evidence of successful rehabilitation;

(ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or

(iii) Evidence of successful and sustained modification of previous disqualifying behavior.

(e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. MHA will consider such circumstances in light of:

(i) the applicant's ability to verify the claim of mitigating circumstances and his/her prospects for improved future behavior;

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

[15] The discussion of mitigating circumstance in this paragraph is applicable to all applicants. MHA is required by regulation to consider mitigating circumstance, see 24 CFR § 960.203(d).

(iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

4. Qualified and Unqualified Applicants

(a) Verified information will be analyzed and a determination made with respect to:

(i) Eligibility of the applicant as a family; **[24 CFR § 5.403]**

(ii) Eligibility of the applicant with respect to income limits for admission; **[24 CFR § 5.601 et seq.]**

(iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; **[24 CFR § 5.500 et seq.]**

(iv) Unit size required for and selected by the family;

(v) Preference category (if any) to which the family is entitled; **[24 CFR Part 960]** and

(vi) Qualification of the applicant with respect to the Applicant Selection Criteria. **[24 CFR Part 960]**

(b) Families determined to be qualified will be notified by MHA of the approximate date of occupancy insofar as that date can be reasonably determined. **[24 CFR § 960.208(b)]** However, the date stated by MHA is just an estimate and does not mean that applicants should necessarily expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon many factors MHA does not control, such as turnover rates, and market demands as they affect bedroom sizes and project location.

(c) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from MHA, stating the basis for such determination. MHA shall provide such applicants with an opportunity for informal review of the determination as described in **Procedure for Informal Hearing for Rejected Applicants**. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. **[24 CFR § 960.208(a)]**

(d) Applicants known to have a disability that are determined eligible but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

G. Occupancy Guidelines

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them both from excessive wear and tear and underutilization. It is also fully compliant with HUD rules related to Occupancy Standards.

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

Number of Bedrooms	Min Persons/Unit (Largest Unit Size)	Max Persons/Unit (Smallest Unit Size)

0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

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

(a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.

(b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.

(c) Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.

(d) An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit. In determining unit size, MHA 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.

(e) 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.

(f) 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.

(g) Efficiency apartments will be occupied first by persons who prefer efficiencies to 1 BR units. Once applicants who prefer efficiencies have been housed, single individuals applying to Mixed Population buildings who wish to live in 1 Bedroom units (rather than efficiencies) will participate in a lottery to determine whether they will be offered a 1 BR or an efficiency.

2. The Local Housing Code of two persons per bedroom will be used as the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels. The MHA must make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.

3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

4. When a family applies for housing, and each year when the waiting list is updated, some families will qualify for more than one unit size. Both at application and at update, the applicant family must choose the waiting sublist corresponding to one of the unit sizes for which they qualify. Factors that might affect the family's decision could include cultural standards,

length of time the family would have to wait for smaller vs. larger units, and the age, relationship and gender of family members. Based on the family's choice, they will be placed on the appropriate waiting sublist by unit size.

The family (not the MHA) decides which size of unit they wish to be listed for (corresponding to the smallest, largest or a unit in between, for which they qualify).

5. When a family is actually offered a unit, if they no longer qualify for the unit size corresponding to the waiting sublist, they will be moved to the appropriate sublist, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.

6. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

7. **IMPORTANT**: The unit size standards shall be discussed with each applicant family that qualifies for more than one unit size. Families will also be informed about the status and movement of the various waiting lists and sublists maintained by MHA. Families shall be asked to declare in writing the waiting list on which they wish to be placed. If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change. The MHA shall change the family's sublist at any time while the family is on the waiting list at the family's request.

III. Tenant Selection and Assignment Plan

A. Organization of the Waiting List

1. Community-wide Waiting List

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

- type and size of unit needed and selected by the family (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
- applicant preference or priority, if any; and
- date and time the application is received.

MHA will maintain its waiting list in the form of a sequential list that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head. This sequential list will then be broken down by unit size and type and applicant preference status and date and time of application.

MHA will be using Site-based Waiting Lists for its revitalized developments and the application for such lists shall be a part of the MHA's Annual Plan. All current applicants for the developments selected for Site-based Waiting Lists will be given an opportunity to list up to three developments where they would accept a unit offer or to opt for the "first available" unit offer. Thereafter, new applicants would have the same opportunity to select up to three developments or "first available" unit offer. "Once the initial site based lists are established all applicants will be informed of the length of each list and have an opportunity when their application is updated to change their site selection.

B. Unit Offers to Applicants

1. The plan for assignment of dwelling units to assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status is PLAN "A" with modifications as described below. Under Plan A, the first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type. The applicant must accept the vacancy offered or be dropped from the waiting list. Applicants who are removed from the waiting list because they refuse unit offers without good cause may not reapply for housing for 12 months.

2. MHA will first match the characteristics of the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any limitations on admission because of designated housing (if applicable). Preferences, if any, will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the earliest offer.

3. Further, in the selection of a family for a unit with accessible features, MHA will give preference to families that include a person with disabilities who can benefit from the unit features.

4. In selecting applicants for offers of units, MHA will take into account any local preferences that may be properly adopted following the statutorily required public hearing. In determining what local preferences to adopt, MHA must consider the requirements of the Quality Housing and Personal Responsibility Act of 1998 and local housing needs and conditions.

5. The local preferences, if any, described above will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the MHA will make an offer to an applicant who does not qualify for a local preference. Certain types of transfers will also be processed with new admissions. See Section F. for the ratio of transfers to new admissions.

6. The applicant must accept the vacancy offered within 2 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or be removed from the waiting list. (See good cause discussion below) All offers made over the phone will be confirmed by letter to the applicant. If unable to contact an applicant by phone or first class mail, MHA will send a certified letter, return receipt requested.

7. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean.

C. Due Process Rights for Applicants

To ensure that filling vacant units occurs in a timely manner, it is necessary to have a waiting list that is complete and accurate. While it is the responsibility of each applicant to keep MHA appraised of any changes in his/her address, phone number, family income or other family circumstances, no applicant on the waiting list, now or in the future, shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;

2. The applicant requests that his/her name be removed from the waiting list;

3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria[16]; or

4. The application is withdrawn because the MHA attempted to contact the applicant for an annual waiting list update, to schedule a meeting or interview, to offer or show a unit, or for some other reason, and was unable to contact the applicant.

In attempting to contact to contact an applicant, the following two methods shall be undertaken before an application may be withdrawn:

- The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact MHA[17] either by returning the update postcard or in person, bringing proof of identity;
- When five working days have elapsed from the date when the MHA mails the letter, if there is no response from the applicant, the applicant will be sent the same letter by first class mail;
- If an applicant contacts MHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position.

[16] All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the Procedure on Informal Hearings for Rejected Applicants.

[17] Except that MHA shall contact persons with disabilities according to the methods such individuals have previously designated. Such methods of contact could include verbal or in-person contact or contacting relatives, friends or advocates rather than the person with disabilities.

- When MHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, MHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.

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

6. Families whose applications are withdrawn or rejected as described above can only be placed on the waiting list again by applying for housing at a time that the waiting list is open. Families whose applications were withdrawn for refusing unit offers without good cause may not reapply for 12 months. In these cases, they will have a new date and time of application.

D. Good Cause for Applicant Refusal of Unit Offer

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

1. Examples of "good cause" for refusal of an offer of housing include, but are not limited to:

- The unit is not ready for move-in at the time of the offer of housing. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that **is** ready for move-in;
- Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities[18], so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates to MHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- The family has a child(ren) under age seven and there is lead based paint in the unit;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move; or
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

[18] If the applicant has a child participating in such a program.

2. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list. (In effect, the family's application will remain at the top of the waiting list until the family receives an offer for which they have no good cause refusal.)

3. MHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

E. Dwelling Units with accessible/adaptable features

1. Before offering a vacant accessible unit to a non-disabled applicant, MHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under MHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

2. When offering an accessible/adaptable unit to a non-disabled applicant, MHA will require the applicant to sign an agreement to move to an available non-accessible unit within 30 days when either a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease agreement signed with the applicant.

F. Leasing and Occupancy of Dwelling Units

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

G. Transfers

MHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Incentive[19] transfers. The definition of each type of transfer is found in the Transfer section of the Admissions and Occupancy Policy.

1. Emergency and Category 1 and 2 administrative transfers and Incentive transfers will take priority over admissions. Category 3 administrative transfers will be processed at the rate of four admissions to each transfer. The specific definitions of each type of transfer are covered in Section V, Transfers, below.

2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section C above without losing their position on the transfer list.

3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.

4. Tenants are entitled to use the MHA Grievance Procedure if they are refused the right to transfer or if MHA is requiring them to transfer and they do not want to do so.

[19] If the MHA has no units appropriate for Incentive Transfers, but such units are developed or acquired in the future, this policy will be activated by Board resolution.

IV. Leasing Policies

A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulations **[24 CFR § 966]**.

2. The lease shall be signed by the head, spouse, and all other adult members of the household accepted as a resident family and by the Property Manager or other authorized representative of MHA, prior to actual admission. **[24 CFR § 966.4 (p)]**

3. Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed centrally. Managers shall work with MHA's central office to forward necessary information and coordinate this activity with the applicant or resident family.

4. If a resident transfers from one MHA unit to another, a new lease will be executed for the dwelling into which the family moves.

5. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

(a) A new lease agreement will be executed, or

(b) A Notice of Rent Adjustment will be executed, or

(c) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the Housing Authority. **[24 CFR § 966.4 (o)]**

6. Residents must advise MHA if they will be absent from the unit for more than 7 days. Residents are required to notify the manager and make arrangement to secure the unit and provide a means for MHA to contact the resident in the event of an emergency. Failure to advise MHA of an extended absence is grounds for termination of the lease.

7. Rent is due and payable in advance on the first day of each month and shall be considered delinquent after the fifth business day of the month.
The late payment date may be extended upon written request for individuals who are sixty two years of age or older, disabled or pension or TANF, recipients and who customarily received their entitlement or pension checks after the 5th of the month. The resident must provide adequate documentation as to age, disability or pension or TANF participation and date of receipt of funds after the 5th of the month. The extension must be reviewed and approved by the Director of Asset Management. The extension will be in writing and can be for no more than three business days after the date established for receipt of funds.

B. Showing Units Prior to Leasing

1. When offering units, MHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Staff making offers will be familiar with MHA's housing sites. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will be advised of the offer and will contact the applicant to set up a date to show the unit. (Intake procedures are described more fully in **MHA Procedure on Taking Applications and Initial Processing**.)

2. Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant if possible. The form is then sent to central office for a "good cause" determination. **No lease will have an effective date before the unit is ready for occupancy. [24 CFR§ 966.4 (i)]**

3. Managers will only show and lease units of the appropriate size. Families may choose to lease units of sizes between the largest and smallest unit for which they qualify. If a family opts to lease a unit smaller than the largest unit for which they qualify, the family shall agree in writing to remain in that size unit until family size or circumstances require a larger unit.

If an exception to MHA's largest unit standard is approved for the applicant, this information will be noted on the leasing packet sent to the manager. No exceptions will be granted to the smallest unit standard, since this would result in overcrowding.

C. Occupancy, Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. **[24 CFR § 966.4(a)(v)]** Except for natural births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. This would include situations in which a resident is granted custody of a child or children not previously listed on the application or lease. Also included, would be situations in which a person (often a relative) came to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. **[24 CFR §§) 966.4(a)(v), 966.4(c), 960.257]** All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. Following receipt of a family's request for approval to add a new person or persons to the lease, MHA will conduct a pre-admission screening of any proposed new adult members. The results of screening shall be used to determine whether the MHA will approve admitting the new member.

Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from MHA to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders.

3. Examples of situations where the addition of a family or household **member is subject to screening** are:

(a) Resident plans to be married and files a request to add the new spouse to the lease;

(b) Resident is awarded custody of a child over the age for which juvenile justice records are available;

(c) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;

(d) A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household; and

(e) Resident is being considered for an Incentive Transfer.

4. Residents who fail to notify MHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by MHA and the entire household will be subject to eviction. **[24 CFR § 966.4 (f)(3)]**

5. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on MHA premises that would be a lease violation. Visits of less than three days need not be reported to or approved by the Manager. Visits of more than three and less than fourteen days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager. Visits of more than 14 calendar days shall be authorized only by the Property manager with advance documentation of extenuating circumstances. In no event shall a visitor be permitted to visit for more than 45 days in any 12 month period without the prior written consent of MHA. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

6. In accordance with the lease, roomers and lodgers shall neither be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is ground for termination of the lease. **[24 CFR § 966.4 (f) (2)]**

7. Residents will not be given permission to allow a former resident of MHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. **[24 CFR § 966.4 (f)(3)]** The resident has the responsibility to report the move-out within 30 calendar days of its occurrence.

These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship or other extenuating circumstances shall be considered by MHA in making determinations under this paragraph.

V. Transfer Policy

A. General Transfer Policy

1. It is MHA's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. **[24 CFR § 100.5]**

2. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Property Manager or designee.

3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. The good cause standard applicable to new admissions shall apply to transfers.

B. Types of Transfers

1. This policy sets forth several categories of transfers. Priority for transfer and the order in which families are transferred shall be subject to the hierarchy by category set forth below.

(a) Emergency Transfers are **mandatory** when the unit or building conditions poses an immediate threat to resident life, health or safety, as determined by MHA. Emergency transfers within sites or between sites may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; remove a family with children under age 7 with elevated blood lead levels from a unit with lead paint hazards, or, based on a threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood or when a determination is made by the Authority based on the physical condition of the development that the development should be closed immediately.

These transfers shall take priority over new admissions.

(b) Category 1 Administrative transfers include mandatory transfers to: remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency); provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified disability problems of a serious (but not life-threatening) nature; permit modernization, vacancy consolidation or demolition of units; or permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions.

Requests for these transfers will be made to the manager. The Resident shall provide the necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by MHA (e.g. moving a person with mobility problems to a unit with accessible features).

(c) Category 2 Administrative transfers are mandatory transfers within sites or between sites to correct serious occupancy standards problems (over or under the MHA's standards) as described below.

These transfers will take priority over new admissions.

Category 2 transfers to correct occupancy standards will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom. **These transfers are mandatory.**

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

(d) Category 3 Administrative transfers are mandatory transfers within sites or between sites may be made to: correct and avoid concentration of the most economically and socially deprived families; correct occupancy standards (Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms); or address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

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

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

These transfers take priority over new admissions, with transfers being processed at the rate of three transfers to each admission.

(f) **Transitional Housing Transfers**: As described in detail below, **Transitional Housing Transfers** are offered to fill single family designated transitional housing units on new or recently modernized or revitalized developments or scattered sites, on a nondiscriminatory basis to residents with good rental histories.

These transfers take priority over new admissions.

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

C. Processing Transfers

1. A centralized transfer waiting list will be administered by the Occupancy Division. Managers are responsible for submitting requests for transfer including necessary documentation, to the Occupancy Specialist Manager.

2. Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:

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

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

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination. This is the only method used to determine over/under housed status.

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. Interviewers will record transfer recommendations in duplicate for each manager affected by the transfer.

5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household. (Other than for births or adoptions that occur during tenancy, MHA's prior approval of additions to the household is required.)

6. Split-family transfers will be processed as Category 2 administrative transfers. Families that split into 2 "new" households may be transferred to two different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits MHA.

7. Category 3 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 4 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

D. Good Record Requirement for Transfers

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:

(a) have not engaged in criminal activity that threatens the health and safety of residents and staff;

(b) do not owe back rent or other charges, or evidence a pattern of late payment;

(c) meet reasonable housekeeping standards and have no housekeeping lease violations; and

(d) can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

2. Exceptions to the good record requirements may be made for emergency transfers or when it is to MHA's advantage (e.g. a single person is living alone in a three bedroom unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the central transfer administrator taking into account the recommendation by the Manager.

Absent a determination of exception, the following policy applies to transfers:

(a) 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.

(b) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

E. Incentive Transfers

1. Incentive transfers are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have good rental histories and want to move to units other than those they currently occupy.

(a) Incentive Transfers - MHA may occupy recently modernized and scattered site units through incentive transfers. Other than those approved in the NLIHC Settlement Agreement, one applicant shall be admitted directly to a scattered site units for every three transferees. Depending on MHA's vacant unit status, modernized units will be filled with incentive transfers, new applicants, or a combination of both. MHA reserves the right to fill modernization units in a manner that has the least impact on vacant units.

(b) Resident requests for incentive transfers should be made to their Housing Manager. Managers may also recommend a resident for an incentive transfer. For a resident to be considered for an incentive transfer, the following conditions must be met:

(i) Residency in a MHA development for least three years.

(ii) No more than two repayment agreements, or unpaid balances at any time in the past two (2) years.

(iii) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.

(iv) No history of criminal activity or drug related criminal activity by resident, household members, or guests.

(iv) Good housekeeping record.

2. Incentive transfers are Category 2 administrative transfers.

3. No exceptions will be granted to the good record requirement for incentive transfers.

4. A Manager's failure to process or recommend an Incentive Transfer is subject to the Grievance Procedure.

F. Transitional Housing Transfers

1. **Transitional Housing Transfers** are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have a program goal of homeownership to be completed within 12 to 36 months, have good rental histories and want to move to the transitional Housing units.

(a) **Transitional Housing Transfers** - MHA will occupy recently modernized, revitalized developments and scattered site designated "Single Family transitional housing units" through transitional housing transfers. The units will be filled by transferees from current MHA developments. If the Authority is unable to fill the transitional housing units from transferees from current MHA developments, the Authority may create a transitional housing waiting list open to the General public to fill the remaining units.

(b) Resident requests for **Transitional Housing Transfers** should be made to their Housing Manager. Managers may also recommend a resident for a **Transitional Housing Transfer**. For a resident to be considered for a **Transitional Housing Transfer**, the following conditions must be met:

(1) Residency in a MHA development for least one year.

(2) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.

(3) No history of criminal activity or drug related criminal activity by resident, household members, or guests.

(4) Good housekeeping record.

(5) Be a participant in good standing in a program aimed at self-sufficiency such as Memphis Housing Authority's Family Self-Sufficiency Program, a participant in the RISE Foundation Save UP, Individual Development Account (IDA) Initiative, or a similar program of upward mobility;

(6) Be a United States citizen 18 years of age or older;

(7) A current resident of Memphis Housing Authority.

(8) Employed full-time (minimum of 30 hours week) meeting all Self Reliance Agreement criteria;

(9) Can verify and show proof of full-time employment history (minimum of 30 hours per week) for a 12-month period preceding date of application. Meet all Self Reliance requirements.

(10) Must have the ability to repair any credit issues and be mortgage ready within a 36-month period or less.

(11) Pass housekeeping inspection and all ongoing housekeeping inspections.

(12) Attend Tenant Wise Training for Housekeeping, Counseling, and How to Be a Good Neighbor Classes, etc.

(13) Children enrolled in an "A" qualified day care/headstart program;

(14) Must have demonstrated good rental payment history with Memphis Housing Authority for a 12-months consecutive period;

(15) Have a minimum annual wage of $11,000;

(16) Pass a criminal background check;

(17) Present, when applicable, a report of each child's attendance record of regular attendance in school.

2. Transitional Housing Transfers will take priority over admissions.

3. Transitional Housing Transfers will not exceed 36 months. A resident transferring into a Transitional Housing unit cannot occupy said unit for more than 36 months.

4. A Manager's failure to process a **Transitional Housing Transfers** is subject to the Grievance Procedure.

G. Cost of Transfers

1. Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by MHA. Transfers requested or required by MHA will be paid for or made by MHA. Residents shall be required to pay any maintenance charges resulting from resident damage or neglect at the unit from which they are transferring.

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

A. Eligibility for Continued Occupancy

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

1. Qualify as a family as defined in Section XII of this policy. (Note: For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under the age of 18.)

2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.

3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.

5. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. **[24 CFR § 5.500 et seq.]**

6. Who are in compliance with the MHA's 8 hour per month community service requirements (applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs).

B. Remaining Family Members and Prior Debt

1. As a party to the lease, remaining family members 18 years of age or older (other than the head or spouse) will be held responsible for arrearages incurred by the former head or spouse. MHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.

2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

C. Periodic Reexamination

1. Regular reexaminations: MHA shall, at least once a year, re-examine the incomes of all resident families other than those families paying Flat Rents whose incomes shall be reexamined every three years. Flat Rent payers must still report for review of unit size and Community service compliance. **[24 CFR § 960.257]**

2. Special Reexaminations: When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special reexamination(s). Special reexamination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.

3. New Reexamination Date Following Income Disregard: When a family begins participating in a job training program or working following a job training program and their income is disregarded in accordance with HUD requirements, the date for their next regular reexamination shall be permanently adjusted to be 12 months following the date that the income disregard began.

4. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have a stable income. Persons claming zero income will

also be asked to complete a family expense form. This form will be the first form completed in the annual reexamination process. The form will ask residents to estimate how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

5. Reexamination Procedures

(a) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.

(b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder. A credit check will be run on each family at recertification to help detect any unreported income, family members not reported on the lease, etc.. **[24 CFR § 5.210 et seq.; 24 CFR § § 960.257 and 960.259]**

(c) Verified information will be analyzed and a determination made with respect to:

(i) Eligibility of the resident as a family or as the remaining member of a family;

(ii) Unit size required for the family (using the Occupancy Guidelines); and

(iii) Rent the family should pay.

(d) Residents with a history of employment whose regular reexamination takes place at a time that they are not employed will have income anticipated based on their past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.

(e) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy. **[24 CFR Part 5, subpart B]**

(f) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Housing Manager for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease. **[24 CFR § 966.4 (c)(2)]**

6. Action Following Reexamination

(a) If there is any change 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) & (o)]**

(b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available. **[24 CFR § 966.4 (c)(3)]**

D. Upfront Income Verification

The Memphis Housing Authority will use HUD's Upfront Income Verification (UIV) System to verify the income reported by applicants and current tenants. This online automated system compares tenant's income data obtained from the Public Housing Information Center (PIC) databases with wage information from the State Wage Information Collection Agencies (SWICAs); Social Security and Supplemental Security Income from the Social Security Administration; and user profile information from the PIC database.

UIV data will only be used to verify a tenant's initial or continuing eligibility for participation in a HUD rental assistance program. When discrepancies are identified, MHA staff will inform applicants and current tenants of their appeal rights, maintain all UIV data as confidential, and use Third Party Verification procedures.

UIV data will not be used for any adverse actions such as eviction, repayment agreements, referrals or participant to the Office of Inspector General, etc. If fraud is suspected, MHA staff will independently verify the UIV information using the five (5) levels of Third-Party Verification mandated by HUD's Verification Guidance dated March 9, 2004.

Third party verification is defined an independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the applicant family. The verification documents must be supplied directly to the independent source by MHA and returned directly to MHA from the independent source. **The tenant shall not hand carry documents to or from the independent source.** MHA will use mail, fax, or e-mail to send and/or receive verification from the source(s). MHA staff will use the following five levels of Third Party Verification for gross wages and salaries; unemployment compensation; welfare benefits; social security benefits (Social Security & Supplemental Security Income); and other income types (i.e., child support, pensions, etc.) **in the order listed**:

1. Upfront Income Verification
2. Written Third Party Verification
3. Oral Third Party Verification
4. Document Review
5. Tenant Certification

All related documents must be dated **within the last 60 days** of the interview, and MHA staff will make photocopies of original document(s) and place a copy in the tenant's file. MHA staff will document the reasons for not using the higher levels of Third Party verification in the tenant's file anytime the higher level of verification cannot be used.

VII. Interim Rent Adjustments: Fixed Rent System

A. Rent Adjustments

1. **Residents are required to report all changes in family composition or status** to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. **Residents are also required to report interim increases in income if they have been granted interim rent reductions.**

2. Changes in family income between reexaminations may result in a rent change. MHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE	MHA ACTION
(a) Decrease in income for any reason, except for decrease that lasts less than 30 days[20]. Increase in income following MHA granting of interim rent decrease.	• MHA will process an interim reduction in rent if the income decrease will last more than 30 days. MHA will process an interim increase for income increases that follow interim rent reductions.
(b) Increase in earned income from the employment of a current household member.	• MHA will increase rent after providing a 30-day notice to the resident.
(c) Increase in unearned income (e.g. COLA adjustment for social security).	• MHA will increase rent after providing a 30-day notice to the resident.
(d) Increase in income because a person with income (from any source) joins the household.	• MHA will increase rent after providing a 30-day notice to the resident.

(e) MHA will process an interim increase in rent if it is found that the resident at an annual or interim reexamination has misrepresented the facts upon which the rent is based so that the rent the Resident is paying is less than the rent that he/she should have been charged. MHA will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee. **[24 CFR § 960.257 and 24 CFR Part 5, subpart F]**

4. MHA will process interim adjustments in rent in accordance with the following policy:

[20] Decreases in income verified to be a result of welfare fraud or TANF cuts for failure to comply with a required economic self sufficiency program are not eligible for rent reductions.

(a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.

(b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

5. Residents granted a reduction in rent under these provisions will be required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled reexamination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident's folder.

B. Effective Date of Adjustments

Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported and verified before the tenant accounting cut-off date will be effective the first of the following month. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

C. Failure to Report Accurate Information

If it is found the resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with MHA's dwelling lease. **[24 CFR § 966.4 (c)(2)]**

VIII. Lease Termination Procedures

A. General Policy: Lease Termination

It is MHA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations **[24 CFR § 966.4 (l)]** and the lease terms.

B. Notice Requirements

1. No resident shall be given a Notice of Lease Termination without being told by MHA in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish. **[24 CFR § 966.4(l)(3)(ii)]**

Certain actions receive an expedited Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or MHA employees; and any drug-related criminal activity. **[24 CFR § 966.55(g)]**

2. Notices of lease termination may be served personally and posted on the apartment door.

3. The Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

C. Domestic Violence:

A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a Lessee's household or any guest or other person under the Lessee's control, shall not be cause for termination of the tenancy or occupancy rights, if the Lessee or immediate member of the Lessee's family is a victim of that domestic violence, dating violence, or stalking.

B. Notwithstanding subsection (a), or any Federal, State, or local law to the contrary, the Lessor may bifurcate a lease or remove a household member from a lease without regard to whether a household member is a signatory to a lease, in order to evict, remove, or terminate occupancy rights of any individual who is a lessee or lawful occupant and who engaged in criminal acts of physical violence against family members or others, without evicting, removing, or terminating occupancy rights, or otherwise penalizing the victim of such violence who is also a lessee or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.

C. The Lessor may request a certification that an individual is a victim of domestic violence, dating violence or stalking, and that the incident(s) in question are bona fide incidents of actual or threatened abuse. Such certification must include the name of the perpetrator, and may be in the form of (i) HUD Form 50066, or other HUD approved certification form, (ii) a court record, or (iii) documentation signed

by an employee, agent or volunteer of a victim service provider, an attorney, or medical professional from whom the individual has sought assistance which attests to the bona fide existence of such actual or threatened abuse.

D. Nothing in this Section:
1. limits the Lessor from honoring court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim or issued to address the distribution or possession of property among the household members in cases where a family breaks up;
2. limits the Lessor from evicting a lessee for any violation of a lease not premised on the act or acts of violence in question against the Lessee or a member of the Lessee's household, provided that the Lessor 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 lessees in determining whether to evict;
3. limits the Lessor from terminating the tenancy of any lessee if the Lessor can demonstrate an actual and imminent threat to other lessees or those employed at or providing service to the property if that lessee is not evicted;
4. supersedes 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.

E. All information the Lessor may request to confirm domestic violence, dating violence or stalking victim status, pursuant to federal law, shall be retained in confidence by the Lessor, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:
1. requested or consented to by the individual in writing;
2. required for use in an eviction proceeding; or
3. otherwise required by applicable law.

D. Recordkeeping Requirements

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

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

IX. Utilities

In some of MHA's developments, residents may pay the cost of certain utilities directly to the supplier of utilities. When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by MHA in consultation with an energy consultant and the utility supplier and reviewed by HUD. Utility allowances are not granted to residents paying a Flat rent. **[24 CFR § 965 & 966.4 (b)(2)]**

A. Resident-Paid Utilities

The following requirements apply to residents living in or applicants being admitted to developments with resident-paid utilities:

1. In developments with resident-paid utilities, each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.

2. When a resident's Total Tenant Payment (income-based rent) is less than the utility allowance, MHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the utility company on the resident's behalf. The resident will be informed of the amount of the utility reimbursement paid on his/her behalf.

3. When the supplier of utilities offers a "Budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter.

4. When a resident makes application for utility service in his/her own name, he or she **shall** sign a third-party notification agreement so that MHA will be notified if the resident fails to pay the utility bill.

5. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.

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

B. Excess Utility Charges

1. Check-metered developments or buildings: In buildings that are check metered, residents shall have consumption-based utility allowances established that reflect the size and type of units and the actual equipment provided by the MHA. Quarterly the check meters shall be read by the MHA and each tenant charged for any consumption in excess of the utility allowance.

2. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

X. Flat Rents

A. Flat Rents

Flat rents are required by the Quality Housing and Work Responsibility Act of 1998. [See 24 CFR § 960.253] Unlike Ceiling rents, which may be developed using several approaches and may not be less than the average cost to operate a unit, Flat Rents are market-based rents. Accordingly, they will vary by unit size and type and also by development location. All residents will be offered the choice of paying an income-based rent or the Flat rent.

B. Recertification of Families on Flat Rents

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

C. Establishing Flat Rents

Flat rents represent the actual market value of MHA's housing units. Accordingly, MHA will take the following information into account in developing its Flat rent Schedule:

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

D. Annual Update of Flat Rents

Federal rules require MHA to review their Flat Rent structure annually and adjust the rents as needed. Factors such as improvement or decline in the MHA property or the surrounding neighborhood would affect MHA's flat rents at selected developments.

E. Flat Rent Schedule

***Flat rents at these properties include utility allowances because MHA pays all utilities directly to MLGW.**

Property	0 Bd/Rm	1 Bd/Rm	2 Bd/Rm	3 Bd/Rm	4 Bd/Rm	5 Bd/Rm	6 Bd/Rm
*Barry Homes	$462	$518	$566				
*Borda Tower	$462	$518	$566				
*Jefferson Square	$462	$518	$566				
*Venson Center	$462	$518	$566				
*College Park Sr. Village		$545	$678				
*Latham Terrace Sr. Bldg		$545	$678				
*University Place Sr. Bldg		$545	$678				
*Magnolia Terrace Sr. Bldg		$545	$678				
*Cleaborn Homes		$446	$563	$628	$722	$831	
*Foote Homes		$471	$574	$629			
*Montgomery Plaza		$479	$580	$628	$725	$835	
*Transitional Houses				$851			
*Askew Place			$760	$860	$980		
*Fowler Multi-Family			$740	$860	$980		
*Crockett Park Place			$680	$820	$950		
College Park Family I and II		$540	$616	$750	$897		
Greenlaw Place Apts		$585	$680	$760			
Uptown Square Apts		$585	$680	$840			
Metropolitan Apts		$600	$720	$880			
Uptown Phases I, II & III			$725	$850	$975	$1100	
Harold E. Ford Villas		$550	$620	$780	$840		

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A. Self-Sufficiency

It is the policy of Memphis Housing Authority to encourage and support all of its residents in the goal of becoming self-sufficient. In instances where tenant assistance is needed to obtain this goal, the MHA Human Services Department will develop appropriate programs and conduct other measures to assist the tenant to ensure that his/her actions are consistent with and supportive of achieving the goal of becoming self-sufficient.

Memphis Housing Authority will require that all adult residents participate in the seamless service delivery case management program which may include the execution of a Self Reliance Agreement addendum to the Lease.

B. Self-Sufficiency Mixed Finance and Hope VI Developments

Public housing authorities are permitted to create an admissions preference for working families and pursuant to 24 CFR § 960.206(b)(2) and in accordance with current guidelines governing the HOPE VI Redevelopment Program, housing authorities are authorized to establish policies and requirements which promote resident self-reliance at redeveloped sites. Memphis Housing Authority ("MHA") has established preferences for public housing units developed under the Mixed Finance and HOPE VI Program. The MHA is requiring each applicant to these new units to sign a Self-Reliance Agreement Addendum to the Lease.

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

A. Annual Income (24 CFR 5.609)

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

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property; ***MHA determines the value of savings and checking accounts by including the average balance in an account over a period of six (6) months immediately prior to the income determination period. These average balances will be verified using third party verification procedures.***

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

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);

6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;

7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and

8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

B. Items not included in Annual Income [24 CFR § 5.609(c)]

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

[See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.]

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

5. Income of a live-in aide provided the person meets the definition of a live-in aide (See Section 12 of these policies);

6. The full amount of student financial assistance paid directly to the student or the educational institution;

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

8. Certain amounts received that are related to participation in the following programs:

   (a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);

   (b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

   (c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;

   (d) A resident services stipend. A resident services stipend is a modest amount (not to exceed $200/month) received by a public housing resident for performing a service for the MHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and

   (e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the MHA;

9. Temporary, non-recurring, or sporadic income (including gifts);

10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

11. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of the household and spouse);

12. Adoption assistance payments in excess of $480 per adopted child;

13. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

14. 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;

15. 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;

16. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

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

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 **[7 USC 2017 (h)];**
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 **[42 USC 5044 (g), 5088]**;

  Examples of programs under this Act include but are not limited to:

  — The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;

  — National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;

  —Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act **[43 USC.1626 (a)];**
- Income derived from certain 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 Health and Human Services' Low-Income Home Energy Assistance Program **[42 USC 8624 (f)]**;
- Payments received under programs funded in whole or in part under the Job Training Partnership Act **[29 USC 1552 (b)] ;**
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians **[Pub. L. 94-540, 90 States 2503-04];**

- The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **(25 USC 1407-08),** or from funds held in trust for an Indian Tribe by the Secretary of Interior **[25 USC 117b, 1407];** and
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [**20 USC 1087 uu].**
  - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 **[42 USC 3056 (f)]:**
  - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980 **(Pub. L. 96-420, 94 Stat. 1785)**;
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 **(42 USC 9858q)**;
- Earned income tax credit refund payments received on or after January 1, 1991 **(26 USC 32 (j)).**

17. The incremental earnings to an adult resident due to employment in the following circumstances:

(a) The resident experiences an increase in income due to employment after the resident was unemployed for a year or more;

(b) The resident experiences an increase in income due to employment while the resident is engaged in a qualifying training program to achieve economic self sufficiency.

(c) The resident experiences an increase in income due to employment when the resident had, within the previous six months received income, benefits or services from the welfare agency worth at least $500.

In these circumstances the resident will be eligible for a 12 month exclusion of the incremental increase in income followed by a 12 month exclusion of one half of the incremental increase in income. If the resident moves in and out of employment, the maximum period during which both the full and half exclusion will apply shall not exceed 48 months.

C. Anticipating Annual Income [24 CFR § 5.609 (d)]

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

D. Adjusted Income [24 CFR § 5.611]

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

For All Families

1. **Child Care Expenses —** A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by MHA when the expense is incurred to permit education or to seek employment.

2. **Dependent Deduction —** An exemption of $480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

3. **Work-related Disability Expenses —** A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

a. For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

b. For elderly families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

For elderly and disabled families only:

4. **Medical Expense Deduction —** A deduction of 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, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by MHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

a. For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.

b. For elderly families with both handicapped and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

5. **Elderly/Disabled Household Exemption** — An exemption of $400 per household. See Definitions in the next section.

6. **Optional Deductions/Exemptions**: MHA may choose to amend this policy and grant further exemptions or deductions to families with members who are employed. Any such exemption or deduction would require an amendment of this policy and would be noted here.

E. Rent Computation: Income-based Rent [24 CFR § 5.628]

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which will directly to the utility company by the MHA.

2. **Total Tenant Payment is the highest of:**

- **30% of adjusted monthly income**; or
- **10% of monthly income;** but never less than the
- **Minimum Rent**

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

8. 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

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

F. Flat Rents

Flat rents, based on actual market value of units, taking into account unit size, location, age, condition and amenities, will be offered to each resident at initial certification and recertification and each family will make a choice between the income-based rent and the flat rent.

XIII. Applicability of Admissions and Continued Occupancy Policy

The ACOP shall apply to all public housing units receiving funds from the Department Housing & Urban Development (HUD) pursuant to an ACC and managed by Memphis Housing Authority (MHA), or an Agent of MHA or "managed by a private management agent under contract with the development's owner, if the owner is not MHA."

XIV. Definitions of Terms Used in This Statement of Policies

1. Accessible dwelling units -- when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with 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 & § 8.40** [the Uniform Federal Accessibility Standards] is "accessible" within the meaning of this paragraph.

When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps. **[24 CFR § 8.3]**

3. Accessible Route - For persons with mobility impairment, a continuous unobstructed path that complies with space and reaches requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. **[24 CFR § 8.3]**

4. 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 & degrees of disability. **[24 CFR § 8.3**

5. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. **[24 CFR § 8.3 & § 8.23 (b)]**

6. Applicant - a person or a family that has applied for admission to housing.

7. Area of Operation - The jurisdiction of the MHA as described in applicable State law and the MHA's Articles of Incorporation is the City of Memphis.

8. Assets - Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets." IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See **24 CFR § 5.603** for definition of Net Family Assets)

9. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. **(24 CFR § 8.3)**

10. Care attendant - a person that regularly visits the unit of a MHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by MHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

11. Co-head of household - a household where two persons are held responsible and accountable for the family.

12. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student**. [24 CFR § 5.603]**

13. Designated Family - means the category of family for whom MHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families**. [24 CFR Part 945]**

14. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families**. [24 CFR Part 945]**

15. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **[24 CFR § 5.403]**

16. Displaced Person - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement. **[42 USC 1437a(b)(3)]**

17. Displacement Preference – An admission preference awarded to applicants who can document displacement from current housing because:

- Their current dwelling is destroyed or extensively damaged by a natural disaster declared by the President;
- Their current dwelling cannot continue to be occupied because of Governmental Action;
- The family is subject to domestic violence in their current housing.

18. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **(24 CFR § 5.603)** in this section.)

19. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **[24 CFR § 5.403]**

20. Elderly Person - A person who is at least 62 years of age. **[42 USC 1437a(b)(3)]**

21. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.

22. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in MHA housing; **OR** two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in MHA housing.

The term family also includes: Elderly family (Definition #18), Near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement (Definition #25). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family**. (24 CFR §§ 5.403 and 5.603)**

Live-in Aides (Definition #26) may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

23. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school **[24 CFR 5.603]**.

24. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.

25. Individual with Handicaps, Section 504 definition **[24 CFR § 8.3]** -

Section 504 definitions of Individual with Handicaps and Qualified Individual with handicaps are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with handicaps means any person who has:

(a) A physical or mental impairment that:

- substantially limits one or more major life activities;
- has a record of such an impairment;
- or is regarded as having such an impairment.

(b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

(c) Definitional elements:

"physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

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

"Is regarded as having an impairment" means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if MHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of MHA's housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

(d) The 504 definition of handicap does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with handicaps is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

26. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)

27. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by MHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services **(24 CFR 5.403).**

MHA policy on Live-in Aides stipulates that:

(a) Before a Live-in Aide may be moved into a unit, third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;

(b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);

(c) Live-in Aides have no right to the unit as a remaining member of a resident family;

(d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.

(e) A Live-in Aide is a single person.

(f) A Live-in Aide will be required to meet MHA's screening requirements with respect to past behavior especially:

A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;

Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and

A record of eviction from housing or termination from residential programs.

28. 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 **(42 USC 1437a(b)).**

29. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. **(24 CFR § 5.603).**

30. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".

31. Mixed Population Project - means a public housing project for elderly and disabled families. The MHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)

32. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. **(24 CFR § 8.3)**

33. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **(24 CFR § 5.403)**

34. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability **(42 USC 1437a(b)(3))**

35. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: **[24 CFR § 5.603]**

(a) Real property (land, houses, mobile homes)

(b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)

(c) Cash value of whole life insurance policies

(d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)

(e) Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms.

36. Newly acquired developments – Any development acquired by the Authority after January 1, 2004.

37. Person with disabilities[21] **(42 USC 1437a(b)(3))** means a person[22] who —

(a) Has a disability as defined in Section 223 of the Social Security Act **(42 USC 423);** or,

(b) Has a physical, emotional or mental impairment that:

- Is expected to be of long continued and indefinite duration;
- Substantially impedes his/her ability to live independently; and,
- Is of such nature that such disability could be improved by more suitable housing conditions; or,

(c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act **[42 USC 15002].**

38. Portion of project - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. **(24 CFR § 945.105)**

39. Project, Section 504 - means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. **[24 CFR § 8.3]**

40. Qualified Individual with handicaps, Section 504 - means an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the MHA can demonstrate would result in a fundamental alteration in its nature.

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[21] NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. **[24 CFR 8.4 (c) (2)]**

[22] A person with disabilities may be a child.

(a) Essential eligibility requirements include: …stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other that the MHA.

(b) For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the MHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. **[24 CFR § 8.3]**

41. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

42. Spouse - Spouse means the husband or wife of the head of the household.

43. Self-Reliance Agreement (SRA)- It is a written agreement between property management and the public housing resident identifying the self-reliance criteria a public housing resident must meet in order to occupy and continue to live in a public housing unit

44. Tenant Rent - The amount payable monthly by the Family as rent to MHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the MHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance **(24 CFR § 5.603 and 966.4(b)).**

45. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays and of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. See the definition for Tenant Rent.

46. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. **See 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).**

47. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility.

48. Upward Mobility Preference: An admissions preference granted when:

(a) A family can verify employment of an adult member:

(i) Employment at the time of the offer — To receive this preference the applicant family must have at least one family member, age 18 or older, employed at the time of MHA's offer of housing. Employment at the time of the offer must be for the 90 day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.

(ii) Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.

(iii) A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to MHA and will have their assistance terminated.

(iv) The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work.

(b) A family can verify participation in a job training program or graduation from such a program. This includes programs of job training, skills training or education accepted or mandated by the Temporary Assistance to Needy Families program;

The family must notify MHA if it enters such a program while on the waiting list and provide documentation of participation to MHA. MHA will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference applicants must be in good standing with respect to attendance and program rules.

49. Utility Reimbursement - Funds that are reimbursed to the resident or, with the resident's permission, the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment . Since families choosing Flat rents do not receive utility allowances, they also do not receive utility reimbursements.

50. Very Low-Income Family - Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development [**42 USC 1437a(b)**].

any) [see step)(1)(iv)(d)]	Deconcentration Policy (if no explanation) [see step 5 at 903.2 (c)
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molished to attractive for clients	
age income, % of area	

in public housing.

d and implemented a work preference in an
lies.
its ACOP and agency plan the establishment
effort to attract higher income families.
fforts to demolish and renovate obsolete units
with the possibility of using vouchers or
ing a home ownership program to attract

its developments to make them safer and
help in our efforts of deconcentration.

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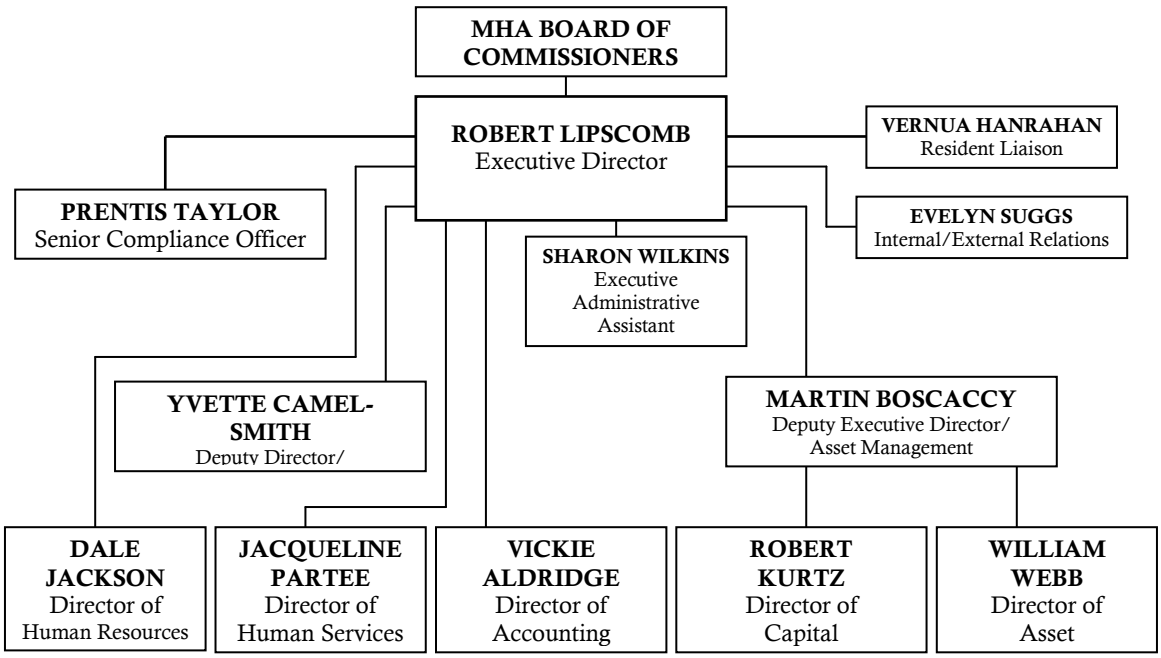

CAPITAL FUND PROGRAM TABLES START HERE

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: **TN43P001501-04** Replacement Housing Factor Grant No:	Federal FY of Grant: 2004

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: December 31, 2007** ☐ **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	1,492,367.80	1,492,367.80	1,492,367.80	1,492,367.80
3	1408 Management Improvements	426,790.95	426,790.95	430,233.95	429,683.62
4	1410 Administration	746,322.40	746,322.40	746,322.40	746,186.96
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	283,406.23	283,406.23	283,406.23	283,406.23
8	1440 Site Acquisition				
9	1450 Site Improvement	1,279,982.82	969,360.13	969,360.13	969,360.13
10	1460 Dwelling Structures	287,812.59	287,812.59	287,812.59	287,812.59
11	1465.1 Dwelling Equipment—Nonexpendable		0.00	0.00	0.00
12	1470 Non-dwelling Structures	197,615.92	197,615.92	197,615.92	197,615.92
13	1475 Non-dwelling Equipment	125,075.11	125,075.11	121,632.11	121,632.11
14	1485 Demolition	272,000.00	272,000.00	272,000.00	272,000.00
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	57,069.27	57,069.27	57,069.27	57,069.27
18	1499 Development Activities	2,293,395.91	2,604,018.60	2,604,018.60	2,604,018.60
19	1501 Collaterization or Debt Service				

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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)	**7,461,839.00**	**7,461,839.00**	**7,461,839.00**	**7,461,153.23**
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 Replacement Housing Factor (CFP/RHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: **TN43P001501-04** 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	
AW	Operations	1406		1,492,367.80	1,492,367.80	1,492,367.80	1,492,367.80	Complete
AW	Administration, Technical Salaries, Fringes	1410		679,267.85	679,267.85	679,267.85	679,267.85	Complete
AW	CI Sundry Expense	1410		67,054.55	67,054.55	67,054.55	66,919.11	In Progress
AW	Architectural/Engineering Services	1430		283,406.23	283,406.23	283,406.23	283,406.23	Complete
AW	Staff Improvements	1408		57,859.00	78,720.79	81,613.46	81,613.46	Complete
AW	Community Support Services	1408		93,544.06	72,838.50	72,838.50	72,838.50	Complete
AW	Computer Software	1408		51,908.19	51,751.96	51,751.96	51,751.96	Complete
AW	Policies & Procedures	1408		3,518.59	3,518.59	3,518.59	3,518.59	Complete
AW	Computer Hardware	1475		17,181.16	17,181.16	17,181.16	17,181.16	Complete
AW	IT Enhancements (Site Visits)	1408		63,097.39	63,097.39	63,097.39	63,097.39	Complete

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

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: **TN43P001501-04** 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	
AW	Security Salaries	1408		156,863.72	156,863.72	156,863.72	156,863.72	Complete
AW	Security Vehicles	1475		1,050.00	1,050.00	1,050.00	1,050.00	Complete
AW	Computer Hardware	1475		40,029.71	40,029.71	36,586.71	36,586.71	In Progress
AW	Office Equipment/Furniture	1475		16,414.24	16,414.24	16,414.24	16,414.24	Complete
AW	IT Enhancements (Hardware)	1475		50,400.00	50,400.00	50,400.00	50,400.00	Complete
AW	Relocation	1495		57,069.27	57,069.27	57,069.27	57,069.27	Complete
TN 1-1 University Place	Redevelopment Efforts	1499		1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	Complete
Central Office	Roofing	1470		98,450.00	98,450.00	98,450.00	98,450.00	Complete
TN 1-5 Dixie Homes	Site Improvements	1450		230,939.88	229,516.97	229,516.97	229,516.97	In Progress
TN 1-5 Dixie Homes	Unit Modernization & Repairs	1460						Planned

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

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: **TN43P001501-04** 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	
TN 1-5 Dixie Homes	Redevelopment Efforts	1499		325,015.17	135,380.27	135,380.27	135,380.27	Complete
TN 1-5 Dixie Homes	Redevelopment Efforts- Travel/Sundry	1499		2,515.00	2,515.00	2,515.00	2,515.00	Complete
TN 1-7 Oates Manor	Developer	1499		472,363.63	0	0	0	Planned
TN 1-8 Cleaborn Homes	Unit Modernization & Repairs	1460						Planned
TN 1-8 Cleaborn Homes	Site Improvements	1450		174,066.50	153,206.97	153,206.97	153,206.97	Complete
TN 1-8 Cleaborn Homes	Nondwelling Construction (Laundry Facilities)	1470						Planned
TN 1-8 Cleaborn Homes	Playground	1475						Planned
TN 1-13 Barry Towers	Construction	1460		87,488.64	87,488.64	87,488.64	87,488.64	Complete

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

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: **TN43P001501-04** 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	
TN 1-14 Venson Center	Site Improvements (Canopy)	1450						Planned
TN 1-15 Graves Manor	Demolition	1485						Planned
TN 1-18 Jefferson Square	Site Improvements	1450		4,700.00	4,700.00	4,700.00	4,700.00	Complete
TN 1-21 Montgomery Plaza	Playground	1475						Planned
TN 1-21 Montgomery Plaza	Roofing	1470		99,165.92	99,165.92	99,165.92	99,165.92	Complete
TN 1-23 Borda Towers	Construction Firestopping	1460		13,207.00	13,207.00	13,207.00	13,207.00	Complete
TN 1-33 Texas Courts	Unit Modernization & Repairs	1460						Planned

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

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: **TN43P001501-04** 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	
TN 1-51 Askew Place	CSFH Site Improvements	1450		43,000.00	43,000.00	43,000.00	43,000.00	Complete
TN 1-51 Askew Place		1460		19,654.00	19,654.00	19,654.00	19,654.00	Complete
AW	Security Cameras	1465						Planned
Redevelopment Efforts								
Fowler Multi-Family Homes	Site Infrastructure	1450		607,858.44	473,519.66	473,519.66	473,519.66	In Progress
TN 1-55 Fowler Multi-Family Homes	Demolition (MLGW)	1485		151,128.11	151,128.11	151,128.11	151,128.11	Complete
TN 1-55 Fowler Multi-Family Homes	Demolition (MLGW)	1499		134,698.63	134,698.63	134,698.63	134,698.63	Complete
TN 1-55 Fowler Multi-Family Homes	Construction	1460		167,462.95	167,462.95	167,462.95	167,462.95	Complete

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

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: **TN43P001501-04** 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	
TN 1-55 Fowler Multi-Family Homes	Construction	1499		6,792.48	17.00	17.00	17.00	Complete
TN 1-55 Fowler Multi-Family Homes	Construction	1499		352,011.00	341,355.83	341,355.83	341,355.83	Complete
Senior Center	Site Improvements	1450		219,418.00	65,416.53	65,416.53	65,416.53	Complete
TN 1-54 Senior Center	Demolition (MLGW)	1485		120,871.89	120,871.89	120,871.89	120,871.89	Complete
TN 1-61 Harold Ford Sr. Villas	Redevelopment	1499		0	990,051.87	990,051.87	990,051.87	Complete

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

PHA Name: Memphis Housing Authority	**Grant Type and Number** Capital Fund Program No: **TN43P001501-04** 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	
AW	Sept-06			Sep-08			
TN 1-1 University Place	Sept-06			Sep-08			
Central Office	Sept-06			Sep-08			
TN 1-5 Dixie Homes	Sept-06			Sep-08			
TN 1-7 Oates Manor	Sept-06			Sep-08			
TN 1-08 Cleaborn Homes	Sept-06			Sep-08			
TN 1-13 Barry Towers	Sept-06			Sep-08			

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

PHA Name: Memphis Housing Authority	**Grant Type and Number** Capital Fund Program No: **TN43P001501-04** 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	
TN 1/18 Jefferson Square	Sept-06			Sep-08			
TN 1-21 Montgomery Plaza	Sept-06			Sep-08			
TN 1-23 Borda Towers	Sept-06			Sep-08			
TN 1-51 Askew Place	Sept-06			Sep-08			
TN 1-55 Fowler Multifamily	Sept-06			Sep-08			
TN 1-54 Latham Terrace Senior Center	Sept-06			Sep-08			

CAPITAL FUND PROGRAM TABLES START HERE

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: **TN43P001501-05** Replacement Housing Factor Grant No	Federal FY of Grant: 2005

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: December 31, 2007** ☐ **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	1,365,848.40	1,365,848.40	1,365,848.40	1,365,848.40
3	1408 Management Improvements	567,099.78	552,556.43	552,304.93	540,475.21
4	1410 Administration	682,924.20	682,924.20	682,860.19	680,371.82
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	757,079.92	757,079.92	781,773.37	750,781.52

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: **TN43P001501-05** Replacement Housing Factor Grant No	Federal FY of Grant: 2005

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: December 31, 2007** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	**Revised**	**Obligated**	**Expended**
8	1440 Site Acquisition	45,000.00	28,100.00	28,100.00	20,600.00
9	1450 Site Improvement				
10	1460 Dwelling Structures	861,569.40	982,467.60	982,467.60	923,190.20
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	47,494.96	35,423.45	33,109.00	32,850.86
14	1485 Demolition	536,235.75	536,235.75	536,235.75	536,235.75
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	81,327.57	3,944.23	3,944.23	3,944.23
18	1499 Development Activities	1,884,662.02	1,884,662.02	1,862,283.02	1,862,283.02
19	1501 Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	**6,829,242.00**	**6,829,242.00**	**6,828,926.49**	**6,716,581.01**
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 Replacement Housing Factor (CFP/RHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: **TN43P001501-05** 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	
AW	Operations	1406		1,365,848.40	1,365,848.40	1,365,848.40	1,365,848.40	Complete
AW	Administration, Technical Salaries & Fringes	1410		655,470.08	655,470.08	655,470.08	655,470.08	Complete
AW	CI Sundry Expenses	1410		27,454.12	27,454.12	27,390.11	24,901.74	In Progress
AW	Computer Software	1408		24,707.10	7,500.00	7,500.00	2,747.50	In Progress
AW	Computer Hardware	1475		46,987.14	34,915.63	32,601.18	32,343.04	In Progress
AW	Office Equipment/Furniture	1475		507.82	507.82	507.82	507.82	Complete
AW	Staff Training	1408		64,212.54	69,117.82	69,117.82	62,040.60	In Progress
AW	Resident Training	1408		35,787.46	33,545.93	33,294.43	33,294.43	In Progress
AW	Security Salary/Fringes	1408		422,392.68	422,392.68	422,392.68	422,392.68	Complete

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

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: **TN43P001501-05** 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	
AW	CSS Coordinator	1408		20,000.00	20,000.00	20,000.00	20,000.00	Complete
AW	A & E Fees & Costs	1430		757,079.92	757,079.92	781,773.37	750,781.52	In Progress
AW	Real Estate Appraisals	1440		45,000.00	28,100.00	28,100.00	20,600.00	Complete
AW	Relocation	1495		81,327.57	3,944.23	3,944.23	3,944.23	Complete
TN 1-1 University Place (Formerly Lamar Terrace)	Redevelopment Efforts	1499		1,277,009.68	1,277,009.68	1,277,009.68	1,277,009.68	Complete
Ford Road	Redevelopment Efforts	1460		607,652.34	607,652.34	585,273.34	585,273.34	In Progress
TN 1-8 Cleaborn Homes	Renovations/Repairs	1460		11,467.40	11,467.40	11,467.40	11,467.40	Complete
TN 1-13 Barry Towers	Exterior Abatement	1460		680,339.00	680,339.00	680,339.00		Complete
TN 1-15 Graves Manor	Demolition	1485		536,235.75	536,235.75	536,235.75	536,235.75	Complete

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

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: **TN43P001501-05** 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	
TN 1-18 Jefferson Square	Roofing Repairs	1460			134,139.40	134,139.40	74,862.00	In Progress
TN 1-23 Borda Towers	Construction (Fire Safety)	1460		20,000.00	6,758.80	6,758.80	6,758.80	Complete
TN 1-23 Borda Towers	Construction	1460		149,763.00	149,763.00	149,763.00	149,763.00	Complete
TN 1-51 Askew Place	Construction	1460						Item Deleted

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

PHA Name: Memphis Housing Authority	**Grant Type and Number** Capital Fund Program No: **TN43P001501-05** 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	
TN 1-1 University Place	Aug-07			Aug-09			
TN 1-08 Cleaborn Homes	Aug-07			Aug-09			
TN 1-13 Barry Towers	Aug-07			Aug-09			
TN 1-14 Venson Center	Aug-07			Aug-09			
TN 1-15 Graves Manor	Aug-07			Aug-09			
TN 1-21 Montgomery Plaza	Aug-07			Aug-09			
TN 1-23 Borda Towers	Aug-07			Aug-09			

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43P001501-06**	Federal FY of Grant: 2006

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: December 31, 2007** ☐ **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	1,169,190.40	1,169,190.40	1,169,190.40	1,169,190.40
3	1408 Management Improvements	1,098,691.30	1,098,691.30	531,251.05	477,576.07
4	1410 Administration	584,595.20	584,595.20	583,635.21	578,673.11
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	262,000.00	262,000.00	240,715.05	222,423.42
8	1440 Site Acquisition				
9	1450 Site Improvement	8,800.00	8,800.00	8,800.00	8,800.00
10	1460 Dwelling Structures	702,201.84	702,201.84	589,316.60	537,209.07
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	100,000.00	100,000.00	0	0
14	1485 Demolition	1,059,573.25	1,059,573.25	1,020,323.25	1,020,323.25
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	0	0		
18	1499 Development Activities	1,033,613.01	1,033,613.01	222,990.32	222,990.32
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	**6,018,665.00**	**6,018,665.00**	**4,366,221.88**	**4,237,185.64**

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43P001501-06**	Federal FY of Grant: 2006

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: December 31, 2007** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
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 Replacement Housing Factor (CFP/RHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43P001501-06**				**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	
AW	Operations	1406		1,169,190.40	1,169,190.40	1,169,190.40	1,169,190.40	Complete
AW	Administration, Technical Salaries & Fringes	1410		564,595.20	563,635.21	563,635.21	563,635.21	Complete
AW	CI Sundry Expenses	1410		20,000.00	20,959.99	20,000.00	15,037.90	In Progress
AW	Computer Software	1408		573,831.30	558,831.30			Planned
AW	Computer Hardware	1475		100,000.00	100,000.00			Planned
AW	Staff Training	1408		138,992.08	139,061.89	137,734.95	92,594.35	In Progress
AW	Resident Training	1408		41,079.92	16,010.11	8,036.67	8,036.67	In Progress
AW	Security Salary/Fringes	1408		314,788.00	361,374.57	361,374.57	353,531.62	In Progress
	CSS Coordinator	1408		30,000.00	23,413.43	23,413.43	23,413.43	In Progress
AW	A & E Fees & Costs	1430		262,000.00	262,000.00	240,715.05	222,423.42	In Progress

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

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43P001501-06**				**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	
AW	Acquisitions	1499						
AW	Central Office Repairs	1470						
TN 1-02 Foote Homes	Repairs	1460		2,451.05	2,451.05	2,451.05	2,451.05	Complete
TN 1-08 Cleaborn Homes	Repairs	1460		124,888.68	124,888.68	102,336.14	99,215.21	In Progress
TN 1-9 Dixie Homes	Temporary Fencing	1450		8,800.00	8,800.00	8,800.00	8,800.00	Complete
	Legends Park Contribution (Off-Site)	1499		500,000.00	500,000.00			Planned
	Debt Service Contingency	1502		0	0			
TN 1-13 Barry Tower	Roofing	1460		136,300.00	136,300.00	136,300.00	136,300.00	Complete

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

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43P001501-06**				**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	
TN 1-13 Barry Tower	Exterior Abatement	1460		293,172.37	293,172.37	286,680.17	286,680.17	In Progress
TN 1-15 Graves Manor	Demolition	1485		1,059,573.25	1,059,573.25	1,020,323.25	1,020,323.25	Complete
TN 1-18 Jefferson Square	Roofing Repairs	1460		94,935.84	94,935.84	48,986.60		In Progress
TN 1-21 Montgomery Plaza	Landscaping	1450		0	0			Planned
	Unit Repairs	1460		50,000.00	50,000.00	12,108.74	12,108.74	In Progress
TN 1-23 Borda Towers	Exterior Abatement	1460		453.90	453.90	453.90	453.90	Complete
TN 1-60 University Terrace	Redevelopment Efforts	1499		533,613.01	533,613.01	222,990.32	222,990.32	In Progress

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

PHA Name: Memphis Housing Authority	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: **TN43P001501-06**	**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	
Administration & Planning	Jul-08			Jul-10			
TN 1-9 Dixie Homes	Jul-08			Jul-10			
TN 1-11 Cleaborn Homes	Jul-08			Jul-10			
TN 1-13 Barry Towers	Jul-08			Jul-10			
TN 1-15 Graves Manor	Jul-08			Jul-10			
TN 1-21 Montgomery Plaza	Jul-08			Jul-10			
TN 1-23 Borda Towers	Jul-08			Jul-10			

CAPITAL FUND PROGRAM TABLES START HERE

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43R001501-06**	Federal FY of Grant: 2006

☒ **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
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 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Mod Used for Development	3,589,598.00			
19	1501 Collaterization or Debt Service				

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43R001501-06**	Federal FY of Grant: 2006

☒ **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)	**3,589,598.00**			
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 Replacement Housing Factor (CFP/RHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43R001501-06**				**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	
TN 1-20 Horn Lake	Redevelopment Efforts	1499		3,589,598.00				Planned

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

PHA Name: Memphis Housing Authority	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: **TN43R001501-06**	**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	
TN 1-20 Horn Lake	Jul-08			Jul-10			

CAPITAL FUND PROGRAM TABLES START HERE

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: **TN43P001501-07** Replacement Housing Factor Grant No:	Federal FY of Grant: 2007

☒ **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
1	Total non-CFP Funds				
2	1406 Operations	566,821.90	0	283,410.95	283,410.95
3	1408 Management Improvements	100,000.00			
4	1410 Administration	566,821.90		472.19	
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	777,575.00			
8	1440 Site Acquisition	20,000.00			
9	1450 Site Improvement	500,000.00			
10	1460 Dwelling Structures	787,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	0			
13	1475 Non-dwelling Equipment	0			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	50,000.00			
18	1499 Mod Used for Development	2,300,000.00			

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: **TN43P001501-07** Replacement Housing Factor Grant No:	Federal FY of Grant: 2007

☒ **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
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	**5,668,219.00**		**283,883.14**	**283,410.95**
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: **TN43P001501-07** 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	
AW	Operations	1406		566,821.90		283,410.95	283,410.95	Planned
AW	Management Fee for COCC	1410		536,821.90				Planned
AW	CI Sundry Expenses	1410		30,000.00		472.19		Planned
AW	Staff Training	1408		50,000.00				Planned
AW	Resident Training	1408		50,000.00				Planned
AW	A & E Fees & Costs	1430		515,575.00				Planned
AW	Construction Oversight/Supervision	1430		262,000.00				
AW	Real Estate Appraisals	1440		20,000.00				Planned
AW	Relocation	1495		50,000.00				Planned

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

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: **TN43P001501-07** 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	
TN 1-2R Foote Homes	Renovation/Repairs	1460		629,697.20				Planned
TN 1-21 Montgomery Plaza	Site Improvements	1450		500,000.00				Planned
TN 1-23 Borda Towers	Renovations/Repairs	1460		157,303.00				Planned
TN 1-TBD Hornlake	Redevelopment Activities	1499		2,300,000.00				

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

PHA Name: Memphis Housing Authority	**Grant Type and Number** Capital Fund Program No: **TN43P001501-07** 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	
AW	Jul-09			Jul-11			
TN 1-2R Foote Homes	Jul-09			Jul-11			
TN 1-14 Venson Center	Jul-09			Jul-11			
TN 1-15 Graves Manor	Jul-09			Jul-11			
TN 1-21 Montgomery Plaza	Jul-09			Jul-11			
TN 1-23 Borda Towers	Jul-09			Jul-11			

CAPITAL FUND PROGRAM TABLES START HERE

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43R001501-07**	Federal FY of Grant: 2007

☒ **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
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 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	3,936,164.00			
19	1501 Collaterization or Debt Service				

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43R001501-07**	Federal FY of Grant: 2007

☒ **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)	**3,936,164.00**			
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 Replacement Housing Factor (CFP/RHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43R001501-07**				**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	
TN 1-15 Graves Manor	Redevelopment Efforts	1499		3,936,164.00				

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

PHA Name: Memphis Housing Authority	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: **TN43R001501-07**	**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	
TN 1-15 Graves Manor	Jul-09			Jul-11			

CAPITAL FUND PROGRAM TABLES START HERE

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43R001502-07**	Federal FY of Grant: 2007

☒ **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
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 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	1,045,381.00			
19	1501 Collaterization or Debt Service				

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43R001502-07**	Federal FY of Grant: 2007

☒ **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)	**1,045,381.00**			
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 Replacement Housing Factor (CFP/RHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43R001502-07**				**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	
TN 1-XX New Chicago	Redevelopment Efforts	1499		1,045,381.00 `				

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

PHA Name: Memphis Housing Authority	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: **TN43R001502-07**	**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	
TN 1-XX New Chicago	Jul-09			Jul-11			

CAPITAL FUND PROGRAM TABLES START HERE

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43P001501-08**	Federal FY of Grant: 2008

☒ **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
1	Total non-CFP Funds				
2	1406 Operations	566,822.00			
3	1408 Management Improvements	100,000.00			
4	1410 Administration	556,822.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	777,575.00			
8	1440 Site Acquistion				
9	1450 Site Improvement	563,000.00			
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Renovations/Repairs	1,500,000.00			
13	1475 Non-dwelling Equipment	25,000.00			
14	1485 Demolition	728,760.00			
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	300,000.00			
18	1499 Development Activities				

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43P001501-08**	Federal FY of Grant: 2008

☒ **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
19	1501 Collaterization or Debt Service				
20	1502 Contingency	1,315,169.00			
21	Amount of Annual Grant: (sum of lines 2 – 20)	**6,433,148.00**			
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 Replacement Housing Factor (CFP/RHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: **TN43P001501-08** 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	
AW	Operations	1406		566,822.00				
AW	Staff Training	1408		50,000.00				
AW	Resident Training	1408		50,000.00				
AW	CSS Operations	1408		0				
AW	Computer Hardware	1475		25,000.00				
AW	Management Fee	1410		536,822.00				
AW	CI Sundry Expenses	1410		20,000.00				
AW	A & E Fees & Costs	1430		515,575.00				
AW	Construction Oversight/Supervision	1430		262,000.00				
AW	Renovations/Repairs	1470		1,500,000.00				

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

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: **TN43P001501-08** 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	
AW	Relocation	1495		300,000.00				
AW	Debt Service (33%)	1502		1,315,169.00				
TN 1-8 Cleaborn Homes	Demolition	1485		728,760.00				
TN 1-18 Jefferson Square	Site Improvements	1460		283,000.00				
TN 1-21 Montgomery Plaza	Site Improvements	1460		30,000.00				
TN 1-23 Borda Towers	Renovations/Repairs	1460		250,000.00				

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

PHA Name: Memphis Housing Authority				**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: **TN43P001501-08**			**Federal FY of Grant:** 2008
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
AW	Jul-10			Jul-12			

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

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43R001501-08**	Federal FY of Grant: 2008

☒**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
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 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	2,899,394.00			
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	**2,899,394.00**			
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 Replacement Housing Factor (CFP/RHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43R001501-08**				**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	

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

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43R001501-08**				**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	
TN 1-31 Cypresswood	Redevelopment Efforts	1499		2,899,394.00				

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

PHA Name: Memphis Housing Authority				**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: **TN43R001501-08**			**Federal FY of Grant:** 2008
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
TN 1-31 Cypresswood	Jul-10			Jul-12			

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

PHA Name: **Memphis Housing Authority**	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43R001502-08**	**Federal FY of Grant:** **2008**

☒**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**
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 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	919,846.00			
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	**919,846.00**			
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 Replacement Housing Factor (CFP/RHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **TN43R001502-08**				**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	
TN 1-XX New Chicago	Redevelopment Efforts	1499		919,846.00				

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

PHA Name: Memphis Housing Authority	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: **TN43R001502-08**	**Federal FY of Grant:** 2008

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
TN 1- XX New Chicago	Jul-10			Jul-12			

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

PHA Name: Memphis Housing Authority				**Original 5-Year Plan** **Revision No:**		
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 1 FFY Grant: 2009 ARRA PHA FY:	Work Statement for Year 2 FFY Grant: 2009 PHA FY:	Work Statement for Year 3 FFY Grant: 2010 PHA FY:	Work Statement for Year 4 FFY Grant: 2011 PHA FY:	Work Statement for Year 5 FFY Grant: 2012 PHA FY:
	Annual Statement					
TN 1-2 Foote Homes		550,000.00	500,000		2,544,000	
TN 1-8 Cleaborn Homes		160,000.00	511,133			
TN 1-13 Barry Towers		130,000.00	125,000			1,272,000
TN 1-14 Venson Center		205,000.00				
TN 1-15 Graves Manor			1,700,248	4,000,000		
TN 1-18 Jefferson Square		55,000.00	75,000	125,000		
TN 1-21 Montgomery Plaza		256,000.00	30,000	30,000		1,000,000
TN 1-23 Borda Towers		295,000				1,308,000
TN 1-31 Cypresswood Apts.					3,052,154	
TN 1-43 College Park Senior						
TN 1-46 College Park Family II		555,000				
CC 540 College Park Community Bldg		60,000				
TN 1-XX Lyons Ridge						
HA-Wide Non-Physical		2524903	3,636,388	3,761,388	3,736,388	3,761,388
Triangle Noir						
Contingency (10%)		226,600				
Acquisitions		8,241,527.00	1,184,437	927,560		1,991,154
CFP Funds Listed for 5 Year		**13,259,030**	**7,762,205**	**8,843,948**	**9,332,542**	**9,332,542**
Replacement Housing Factor			**1,632,489**	**550,746**	**62,152**	**62,152**

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

Activities for Year :_1_-__ FFY Grant: 2009 ARRA PHA FY:			Activities for Year :_2_-__ FFY Grant: 2009 PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
TN 1-2R Foote Homes	Unit Repairs	500,000	TN 1-2R Foote Homes	Unit Repairs	
	Site Improvements	50,000			
			TN 1-5,9 Dixie Homes	Revitalization	500,000
TN 1-8 Cleaborn	Demolition		*TN 1-8 Cleaborn*	Demolition	511,133
	Unit Repairs	130,000			
	Site Improvements	30,000			
TN 1-13 Barry Homes	Unit Repairs	80,000	*TN 1-13 Barry Homes*	Handicap Upgrade	125,000
	Dwelling Equipment	50,000			
TN 1-14 Venson Center	Unit Repairs	150,000	TN 1-14 Venson Center	Unit Repairs	
	Dwelling Equipment	55,000	TN 1-15 Graves Manor	Revitalization	1,700,248
TN 1-18 Jefferson Square	Unit Repairs		TN 1-18 Jefferson Square	Unit Repairs	75,000
	Dwelling Equipment	55,000			
TN 1-21 Montgomery Plaza	Dwelling Structures		TN 1-21 Montgomery Plaza	Dwelling Structures	30,000
	Unit Repairs	256,000	AW	Acquisitions	1,184,437
TN 1-23 Borda Towers	Unit Repairs	240,000	AW	Operations	566,822
	Dwelling Equipment	55,000	AW	Staff Training	50,000
cc-540 CP Community Bldg	Non-dwelling Equipment	55,000	AW	Resident Training	50,000
TN 1-44 College Park Family II	Unit Repairs	555,000	AW	Management Fee	536,822
AW	Acquisitions	8,241,527	AW	CI Sundry Expenses	20,000
AW	Management Fee	1,325,903	AW	A&E Fees & Costs	515,575
cc-540 CP Community Bldg	Non-dwelling Structures	5,000	AW	Construction Oversight/Supervision	262,000
AW	A&E Fees & Costs		AW	Real Estate Appraisals	20,000
AW	Construction Oversight/Supervision	500,000	AW	Relocation	300,000
AW	Real Estate Appraisals		AW	Debt Service (33%)	1,315,169
AW	Computer Software	385,400			
AW	Computer Hardware	313,600			
AW	Contingency	226,600			
Replacement Housing			**Replacement Housing**		
Graves Manor I			Graves Manor II		1,632,488
Total CFP/RHF Estimated Costs		**$13,259,030**	**Total CFP/RHF Estimated Costs**		**$9,394,694**

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

Activities for Year: _3__ FFY Grant: 2010 PHA FY:			Activities for Year :__-4__ FFY Grant: 2011 PHA FY:		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
TN 1-15 Graves Manor	Revitalization	4,000,000	TN 1-2R Foote Homes	Demolition	2,544,000
TN 1-18 Jefferson Square	Handicap Upgrade	125,000	TN 1-23 Borda Towers	Demolition	
TN 1-21 Montgomery Plaza	Unit Repairs	30,000	TN 1-31 Cypresswood	Revitalization	3,052,154
TN 1-23 Borda Towers	Unit Repairs				
AW	Acquisitions	927,560			
AW	Operations	566,822	AW	Operations	566,822
AW	Staff Training	50,000	AW	Staff Training	50,000
AW	Resident Training	50,000	AW	Resident Training	50,000
AW	Management Fee	536,822	AW	Management Fee	536,822
AW	Computer Hardware	25,000	AW	CI Sundry Expenses	20,000
AW	CI Sundry Expenses	20,000	AW	A&E Fees & Costs	515,575
AW	A&E Fees & Costs	515,575	AW	Construction Oversight/Supervision	262,000
	Construction Oversight/Supervision	262,000	AW	Real Estate Appraisals	20,000
AW	Real Estate Appraisals	20,000			
AW	Relocation	400,000			
AW	Debt Service (33%)	1,315,169	AW	Relocation	400,000
			AW	Debt Service (33%)	1,315,169
Replacement Housing			**Replacement Housing**		
Graves Manor II		550,746	Graves Manor II		62,152
Total CFP/RHF Estimated Costs		**$9,394,694**	**Total CFP/RHF Estimated Cost**		**$9,394,694**

MEMPHIS HOUSING AUTHORITY

PET POLICY

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Memphis Housing Authority

Pet Policy

Purpose: The purpose of the pet policy of Memphis Housing Authority is to ensure that those residents who desire pets are responsible pet owners and that those residents who do not desire pets are not inconvenienced by pets on the premises. It also is intended to ensure that pets on premises are properly cared for. Further goals of this policy are to ensure a decent, safe and sanitary living environment for existing and prospective tenants and to protect and preserve the physical condition of the premises and financial interest of the Authority. Pets may not leave the owner's apartment except where noted. Such pets will not be allowed to roam either in the Authority's building or on the grounds.

Owning a pet within the Authority's properties is a privilege that must not be abused.

I. Implementation and Grand-Fathering of Pets

All pets currently owned by the senior citizen/handicapped resident of the Authority in accordance with P.L. 1990, C. 55 and 24 CFR 924 and who have been issued pet permits by the Authority already are hereby grand fathered and will be issued a new pet permit provided that the owners meet the requirements of the pet permit as described below. (See Schedule B. Pet Permit)

II. Security Deposit Pet Permit

A security deposit equal to the amount of three hundred ($300.00) dollars for a dog or cat or other domesticated animals approved by the Executive Director or his designee, plus the utility allowance for the unit, if applicable, will be paid to the Authority at the time the pet permit is issued. The deposit amount for the birdcage or fish tank is fifty ($50.00) (limit of two (2) twenty (20) gallon tanks per household).

If a payment arrangement is needed, the resident must notify the Authority prior to the issuance of the pet permit. These payment arrangements may not exceed a six (6) month period for dogs and cats and other domesticated animals approved by the Executive Director or his designee and a two (2) month period for birds and fish. The security deposit will not be used for damages caused by the pet during your tenancy. The security deposit will be used for any damages noted during the tenant's vacate inspection.

The Authority will refund any unused portion of the pet deposit to the tenant within thirty (30) days after the resident vacates from the apartment. The pet deposit is not part of the rent payable by the tenant and will be held in an interest bearing account, with the interest payable to the resident. This interest will not be used in the resident's rent calculation. The Authority will notify the resident of the institution where the security deposit is being held and the corresponding account number.

Please note that if the resident removes permanently the registered pet from the unit or the pet dies, the pet deposit will not be refunded until the entire household vacates the unit. Also, any subsequent pet must meet the conditions of this policy. Therefore, a new pet permit application must be filed with the Authority prior to the pet's residency within your unit. In this case only, the security deposit will be waived.

III. Damages

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the Authority whether the damages are within the apartment or outside on the grounds, including any part of the building itself. This includes shrubbery, walls, windows, rugs etc. The Executive Director or his designee will assess reasonable costs for damages.

Management at full repair/replacement cost at the time of discovery of damage, as determined by an inspection, shall correct damages caused by a pet. Residents will be billed for the full repair cost at time of repair. Pet blankets, clothing, bedding, etc. are not to be cleaned or washed in the laundry room for hygienic reasons. Tenants will not alter their unit or outside areas to create an enclosure for the animal. Nor will the tenant chain or tie the pet to any furniture or appliance.

VISITORS/GUESTS MAY NOT BRING THEIR PETS ONTO AUTHORITY PROPERTY AT ANY TIME FOR ANY REASON.

IV. Development/Site Compliance

All development and scattered site neighborhoods will abide by all provisions in the Pet Policy. Prior to bringing the pet into a tenant's residence, an application must be filed at the Authority's administrative office located at 700 Adams Avenue, Memphis,

Tennessee 38103. If the pet owner is a household member age eighteen (18) years or older, both the head of household and the adult owner must sign the application for the pet permit. Both individuals will be held accountable for the provisions of this policy. In the event that the pet owner is a minor (under the age of eighteen (18), the head of household will be the only signatory.

V. Definition of Pet

Pets are defined as:

A. Domesticated dogs, not to exceed twenty-five (25) pounds in weight, fully grown, and meeting the other requirements of this policy.

B. Domesticated cats, not exceeding fifteen (15) pounds in weight, fully grown, and meeting the other requirements of this policy.

C. Fish in an approved tank, not exceeding twenty (20) gallons of water (limit of two (2) twenty (20) gallon tanks per household).

D. Domesticated, caged small birds such as parakeets or canaries.

E. The Executive Director or his designee on a case-by-case basis will review other domesticated animals.

F. Reptiles, insects, non-domesticated rodents, farm animals and birds of prey are not permitted.

G. Residents are expressly prohibited from feeding or harboring stray animals.

VI. Pet Application Registration

The Authority must photograph all pets. In regard to fish, an Authority representative will photograph an empty tank in your home prior to the issuance of a pet permit. This is to ensure that the permitted size will be utilized. Once the pet permit is issued, an Authority representative will photograph the tank in its habituated state. Dogs and cats will be weighed at the Authority or at a place designated by the Authority. A pet permit will only be issued once the following conditions of the policy have been met.

A. The resident (pet owner) must be listed on the most recent lease agreement with the Authority. The household cannot be in arrears in rent.

B. The resident must file a Certificate of Municipal Registration of the pet in accordance with local ordinance Chapt3er IX, Section 9-2, and Chapter IX A, Section 9-AZ, for cats and dogs. The Executive Director or his designee on a case-by-case basis will approve other domesticated animals only.

C. The resident must sign a statement that he/she will assume all personal financial responsibility for damage to any personal or Authority property caused by the pet and will assume personal responsibility and liability for personal injury to any part caused by said pet.

D. The resident must submit the name, address and telephone number of the attending veterinarian to the Authority either annually or whenever there is a change of veterinarian.

E. The resident must certify and agree to the terms and conditions of the management of said pet and acknowledges that the pet permit can be revoked after two (2) warning notices for failure to follow the pet management rules. Upon revocation of this permit, the resident must remove permanently the pet from the premises within seven (7) calendar days from the date of notice. Failure to do so may result in termination of the apartment dwelling lease.

F. No more than one (1) animal shall be permitted per unit with the exception of fish/turtles.

G. All pet permits are valid for a maximum of one (1) year only. The permit must be renewed at Annual Recertification. Failure to renew the pet permit at Annual Recertification will result in the automatic revocation of the pet permit. All of the conditions of this policy must be met prior to the issuance of a new permit. Residents must file evidence, in the form of an acceptable certificate from the veterinarian, establishing that the pet is in good health and that the animal has had the proper current medical shots. For cats and dogs, the inoculation must include, but not limited to, distemper and rabies. Other inoculations may be required, as recommended by the

veterinarian, or that is required by state or local law, ordinance or regulation. The resident must also ensure for proper grooming, exercise and nutrition of the pet.

VII. Pet Management Plan

A. Neutering: Neutering of dogs and cats is recommended. If the resident chooses not to have the pet neutered and the pet is disruptive (howling, odors, spraying, chirping etc.), it may be removed from the premises pursuant to the section entitled, "Revocation of Pet Permit".

B. Pet Offspring: No pet, already pregnant, may be introduced into any unit. No pet's offspring will be allowed. Residents are advised that pets that become pregnant while residing in Authority properties are often pets that have been allowed to roam, escaping the attention of their owner. Such pets and free roaming pets may be removed from the premises pursuant to the section entitled, "Revocation of Pet Permit".

C. Pet Behavior: If, in the opinion of the Executive Director or his designee, and after two (2) written warnings to the residents, a pet continues to be obstreperous, noisy and a nuisance to neighbors, the pet may be removed from the premises pursuant to the section entitled, "Revocation of Pet Policy".

D. Birdcages and fish tanks must be cleaned frequently during the week.

E. Dogs may pass through the halls, elevators and public spaces for the purpose of being walked, veterinarian visits and going on vacation. The dog must be leashed and must wear proper identification and rabies tag when in transit and muzzled, if required. The leash must be no more than six (6) feet long. Retractable leashes are prohibited inside the building or any Authority premises. Dogs are not permitted to roam at will nor are they allowed to be left alone outside of the unit or secured to any outside fixtures. Pets are not allowed to defecate or urinate on Authority property. Resident owner must comply with the City of Memphis's regulations on pet defecation.

If a dog defecates on Authority property, the resident owner is responsible for removing and properly disposing of said waste. If this is not done, this may be ground for removal of the pet from the premises pursuant to this section entitled, "Revocation of Pet Permit". If the dog urinates on the grass,

shrubs, trees or flowers on Authority grounds, the resident owner will be responsible for any and all replacement cost of damage incurred. The pet will be removed after two (2) warnings pursuant to the section entitled. "Revocation of Pet Permit".

F. Cats: Cats will not be permitted outside of a resident's apartment unless they are either caged or in a carry box when in transit. They may not roam at will. Cats may pass through halls, elevators or public spaces only for the purpose of going to the veterinarian or going on vacation. Cats must use litter pans and may not use the grounds to defecate.

Commercial cat litter (not sand, newspaper or dirt) must be used in a litter pan. Pan must be cleaned daily and kept odor free. Litter must be disposed of in double tied plastic bags. These bags must be taken to the first floor chute of a high-rise building for disposal and the development dumpster for a low rise development.

Pet waste must be discarded immediately and not stored in the unit. Litter must not be flushed down the toilets, sinks or bathtubs. The head of household will be responsible for the cost of repairs or replacements of any damaged toilets or pipes and these actions can result in the revocation of the pet permit.

G. The resident agrees to manage the pet in such a way that it does not contribute to complaints from other tenants regarding behavior and activities of said pet.

H. Absence of Owner: No pet may be unattended for more than twenty-four (24) hours, except in the case of a dog, which shall be for no more than twelve (12) hours. If a resident owner wants to go on vacation or becomes ill, arrangements must be made in advance for proper care of the pet. If the Executive Director, or his designee, finds the pet not properly cared for, the pet will be immediately removed from the unit after twenty-four (24) hours and remanded to the pound, kennel or other appropriate authorities. The head of household will be solely responsible to pay for any and all costs for the care of the pet in a pet care facility.

In the event of an emergency, which would render the resident unable to care for the pet, the resident agrees to file a Pet Emergency Care Plan with the Authority and agrees to hold

the Authority and its employees harmless of any liability in connection with the Pet Emergency Care Plan.

I. Whenever Authority employees or its representatives are in the unit, whether it is for a tenant initiated work order, an emergency situation or for an inspection, the dog must be restrained in an area separated and apart from these individuals. Maintenance work will not be done in the apartment when the tenant is not present and there is a dog in the unit.

J. In the event that there are fleas in the apartment, the tenant agrees to pay for the defleaing of the unit, by the Authority's professional exterminator.

VIII. Inspection of Apartment

Apartment containing pets must be kept clean and free of odors at all times. The resident agrees, as a condition of accepting the pet permit that the resident's apartment will be available for inspection for compliance of pet policy at any time during working hours with thirty (30) minutes notice. Pet owners also agree to pictures being taken of the pet and living conditions during these inspections.

IX. Revocation of Pet Permit

1. **A pet may be removed from the premises pursuant to state or local laws, ordinance or regulations, or pursuant to the Authority's grievance hearing procedure. The Authority reserves the right to choose the most expeditious remedy process of procedure available according to the circumstances or urgency of the case.**

2. **In the event that state or local laws, ordinances or regulations differ or conflict with the provisions or requirements of the Authority grievance procedure in any way, the Executive Director, or his designee, may pursue the most expeditious remedy or procedure, to the exclusion of the Authority grievance procedure as permitted by law and 24 Code of Federal Regulations Part 942.**

3. **Nothing contained herein will prohibit the Authority or an appropriate community authority from requiring the removal of any pet from a premises if the pet's conduct or condition is duly determined to constitute, under the provision of state or**

local law, a nuisance or a threat to the health or safety of other occupants of the Authority premises or other persons in the community where the project is located. This includes, but not limited to, situation in which immediate action is needed for removal of any pet from the premises pursuant to state or local laws. Ordinances or regulations to preserve the health, safety or welfare of the pet, or the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.

4. **Tenants are advised that pets may, among other things, be seized, impounded and disposed of for a variety of state and local animal violations including, but not limited to: stray pets, pets creating a threat to public health, safety or welfare, injury caused by pets and cruelty to pets.**

5. **In cases in which state or local remedies, processes or procedures are not utilized initially for removal of the pet, any decisions made by the Executive Director that a pet must be removed from the premises shall be presented in writing to the owner, in which case the owner may request a grievance hearing pursuant to the Authority's grievance procedure.**

6. **The Authority may revoke a tenant's pet permit and require the tenant to remove the pet from the premises when the Authority determines that any of the following exist:**

    a. **The tenant's refusal to comply with these rules and regulations governing domesticated animals, constitutes a violation of federal, state or local building health or use code;**

    b. **The tenant fails to care properly for the pet;**

    c. **The tenant fails to properly control the pet by using a leash, if appropriate, or other necessary safety device, when walking or taking the pet to and from the dwelling unit;**

    d. **The pet has caused damage to the apartment, common areas, personal property or persons;**

    e. **The pet has bitten, scratched or caused injury to any persons;**

f. **The pet makes animal sounds that are generally annoying to tenants and management, for example, loud barking dogs or loud meowing cats;**

g. **The pet repeatedly defecates or urinates in the apartment, common area or grounds;**

h. **Upon expiration of municipal animal license;**

i. **Upon death of the pet; or**

j. **Documented medical conditions of tenants affected by the presence of an animal in their unit.**

X. Death of Pet

The pet owner is responsible for arranging for disposal of any pet. The remains of the pet must be removed from the Authority's property within twenty-four (24) hours of the pet's demise. In addition, documentation from the veterinarian or the agency disposing of the pet's remains must be submitted to the Authority within ten (10) days of the pet's demise.

XI. Vacating Resident Owner

The pet owner must pay the full fees for professional rug shampooing, if applicable, deodorizing and/or defleaing of the apartment if, in the judgment of the Executive Director, or his designee, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security deposit.

XII. Incorporation into Lease

This pet policy is incorporated by reference into the lease of each Authority tenant. The tenant agrees to this as evidenced by his/her signature on Schedule A.

XIII. Grievance Hearing

In the event an applicant for a pet permit is denied the permit, the tenant may request an informal grievance hearing.

Schedule A

_____
Date

I, _____,
Name of Tenant

Residing at _____,
Address (include Apt. #)

Memphis, TN. Have received a copy of the Pet Policy on

_____. This policy was explained to me, by
Date

Memphis Housing Authority (the "Authority") representative named

below. At this time, I was given an opportunity to ask questions

about the Pet Policy.

_____	_____
Tenant Name (print)	**Tenant Name (signature)**
_____	_____
Housing Authority Representative (print)	**Housing Authority Representative (signature)**

By: _____
Development Manager

Schedule B

MEMPHIS HOUSING AUTHORITY

PET PERMIT

1. **Parties and Dwelling Unit:**

   The parties referenced in this permit are the Memphis Housing Authority (the "Authority") and _____ (referred to as the "Resident" or the "Tenant"). The Authority leases to the Resident unit number _____, located at _____, Memphis, TN.

2. **Length of Time (Term):**

   The term of this permit shall begin on _____ and end pursuant to the Pet Policy.

3. **Pet Security Deposit:**

   The Resident has deposited $_____ with the Authority. The Authority will hold the pet security for the period Tenant occupies the unit. After the Tenant has moved from the unit, the Authority will determine whether the Tenant is eligible for a refund of any or all of the pet security deposit, and make such a refund within thirty (thirty) days. The pet security deposit will be held at Tri State Bank in Memphis, TN.

4. **The Resident agrees to file a copy of any Municipal Registration or license with the Authority annually and to keep same current.**

5. **The Resident agrees to keep the pet inoculated for rabies and distemper, and to file proof annually, that such inoculations or vaccinations are current.**

6. **The Resident agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet and assumes personal responsibility for injury to any party, caused by the pet.**

7. **The Resident hereby certifies and agrees to the general terms and conditions of the management of this pet by the Resident and understands and acknowledges that the pet can be revoked for failure to follow and abide by the Pet Policy.**

8. **The Resident has read and understands the Pet Policy and agrees that the Pet Policy will amend the lease accordingly.**

9. **The Resident agrees and understands that the Pet Policy is part of the Lease and this permit.**

10. **The Resident agrees to file a Pet Emergency Care Plan with the Authority and agrees to hold the Authority and employees harmless of any liability in connection with the Pet Emergency Care Plan.**

11. **The Resident agrees to pay for any and all costs for the care of the pet care facility, if it becomes necessary, in the event of an emergency.**

12. **The Resident agrees to any reasonable changes in the Pet Management Rules that may occur in the future.**

13. **The Resident agrees to make the apartment available for inspection, during normal working hours, upon thirty (30) minutes notice.**

14. **The Resident agrees to dispose of pet waste and kitty litter by placing said bags in the trash chutes, daily, which are located on the first floor of the High-rises buildings and in the garbage dumpsters provided by the Authority in the low rise development.**

15. **Failure to Comply with Pet Policy. The Tenant agrees to comply with the rules of the Authority's Pet Policy. Any violation of the rules of the Authority Pet Policy may be grounds for removal of the pet or termination of the pet owner's tenancy, or both, in accordance with the provisions of 24 CFR part 942, governing pet ownership in public housing, 24 CFR part 966, governing lease and grievance procedures, Tennessee State Law and local law.**

As a condition of my application for the Pet permit on _____, I _____, understand and agree to the terms and conditions of the Pet Policy.

_____ _____

Resident (Head of Household) **Date:**

_____ _____

Resident (age 18 years older or older) **Date**

Description of Pet: _____

Memphis Housing Authority

By: _____

Manager

PET EMERGENCY CARE PLAN

Resident Name: _____

Resident Address: _____

Phone # (day): _____

Phone # (evening): _____

Pet Name: _____

Breed/type: _____

Pet Permit Number: _____

List two alternate caretakers who will assume immediate responsibility for the care of the pet should the owner become handicapped, disabled or otherwise unable to care for the pet. These caretakers must sign this pet emergency care plan.

1. **Name:** _____
   Address: _____
   Daytime Telephone #: _____
   Evening Telephone #: _____

2. **Name:** _____
   Address: _____
   Daytime Telephone #: _____
   Evening Telephone #: _____

_____	_____
Resident (print)	**Resident (signature)**
_____	_____
Caretaker 1 (print)	**Caretaker 1 (signature)**
_____	_____
Caretaker 2 (print)	**Caretaker 2 (signature)**

This form must be returned to the Memphis Housing Authority within ten (10) business days from the date of the issuance of the pet permit.

PET RIDER

This pet rider to the lease between _____ and _____
(Resident) (Authority)

is made a part of the lease entered between parties on _____
(Date)

1. **Both parties have read, agreed to and signed the attached pet guidelines in effect for complex.**
2. **The resident will keep his/her pet in a responsible manner and provide proper care for it as provided in said guidelines.**
3. **In accordance with the Pet Guidelines, the resident will provide the name, address and telephone number, in the spaces provided below, of all pet caretakers who, by signing this form, will assume responsibility for the pet should the resident become unable to care for the pet, including any damages or medical expenses. The resident will also provide the name, address and telephone number of the veterinarian responsible for the pet's health care.**

PET CARETAKER #1
NAME: _____
ADDRESS: _____
TELEPHONE: _____
SIGNATURE: _____

PET CARETAKER #2
NAME: _____
ADDRESS: _____
TELEPHONE: _____
SIGNATURE: _____

VETERINARIAN: _____
NAME: _____
ADDRESS: _____
TELEPHONE: _____

_____ _____
Resident Signature Date

Memphis Housing Authority

By: _____
Development Manager

Topic:

COMMUNITY SERVICE/SELF SUFFICIENCY POLICY

Approval:	Effective Date	Release #	Date
	4/08		4/08

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:

- 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 30 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 February 1, 2000, 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 non-renewal 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 prevision twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hour 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 of 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 necessary 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 (120) 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.

Appendix 1

Community Service Exemption Certification

I certify that I am eligible for an exemption from the Community Service requirement for the following reason:

( ) I am 62 or older

( ) I have a disability which prevents me from working
(Certification of Disability Form will serve as documentation)

( ) I am working
(Employment Verification form will serve as documentation)

( ) I am participating in Welfare to Work Program
(Must provide verification letter from agency)

( ) I am receiving TANF and am participating in a required economic self sufficiency program or work activity
(Must provide verification from the funding agency that you are complying with job training or work requirements)

( ) I am a full-time student
(Must provide verification letter from school attended)

_____
Resident

_____
Date

Community Service Compliance Certification

I/We have received a copy of, have read and understand the contents of the Authority's Community Service/Self Sufficiency Policy.

I/We understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that if we do not comply with this requirement, our lease will not be renewed.

Resident_____Date_____

Resident_____Date_____

Resident_____Date_____

Record and Certification of Community Service
and Self Sufficiency Activities

Resident Name:_____Address_____Social Security Number_____

Date of Activity Mo/Day/Yr	Type of Service Activity	Type of Training Program	Type of Educational Program	# of Hours	Name of Company or Organization	Signature of Supervising Official
			Total Hours should equal 96			

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THE SHAPE OF THINGS TO COME …… 1

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INTRODUCTION

The Memphis Housing Authority has developed this administrative plan in accordance with the Final Rule published in the Federal Register on September 12, 2000. The final rule was authorized by Section 8(y) of the United States Housing Act of 1937, as amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998. The following "Home Ownership Option" provides tenant-based assistance to an eligible family for the purpose of purchasing and occupying a home.

The MHA Board, upon recommendation from MHA staff, will have responsibility for approving any appropriate changes to the Program. MHA will be responsible for complying with all subsequent changes in HUD regulations pertaining to this Program. If such changes conflict with this Plan, HUD regulations will have precedence.

The policies set forth in this Program Plan are based on the September 12, 2000 final rule and October 18, 2002 revision. If there are conflicts between this Plan and language in an owner's Housing Assistance Payments contract, the language in the contract will prevail.

STATEMENT OF PROGRAM APPROACH

The purpose of this Administrative Plan is to offer qualifying families the option of homeownership through the new Section 8 Homeownership Assistance Program (SHAPE). The mission of this program is to provide homeownership possibilities through a system grounded upon self-sufficiency, training, counseling and support. As a result, the program will empower people by virtue of becoming new homeowners, foster community pride, and create economic growth while minimizing mortgage defaults.

The Memphis Housing Authority is providing homeownership opportunities through Section 8 rental assistance vouchers. Vouchers may be used to assist you in purchasing an existing single-family home or a home under construction. The Section 8 Homeownership Assistance Program (SHAPE) is available to help participating families transition into homeowners. Qualified individuals can purchase a home and receive a mortgage subsidy for up to 15 years on a 30-year mortgage.

To qualify for assistance under the SHAPE, a family must meet the general requirements for admission to the section 8 tenant-based voucher program and additional special requirements for homeownership assistance. The criteria for determining the amount of the section 8 vouchers are the difference between 30 percent of a household's income and their total mortgage payment. The housing assistance payment (HAP) combined with income, equals the total mortgage payment which includes principal, interest, taxes and insurance (PITI) made by the household. Although, the homeownership program is open to Section 8 participants, not every Section 8 tenant-based family may be eligible for homeownership assistance.

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Qualification for Home Ownership Assistance:

The prospective purchaser must meet the following eligibility criteria in order to participate:

a. Be a Section 8 Voucher holder who is eligible to move.
b. Employed for a minimum of one year and work at least 30 hours per week (employment history requirement is not applicable to elderly and disabled families)
c. Have a minimum yearly income of $14,100
d. Complete a certified home-ownership counseling program
e. First Time Homebuyer or have not owned a home in the past three years
f. Enrolled or completed a MHA approved Preparatory Program or have established an Individual Development Account under the auspices of the RISE Foundation. The guidance of these programs will assist the eligible applicant to become mortgage ready.

1. A family must meet the general requirements for admission to the Section 8 tenant-based voucher program (§982.627).

2. A family must satisfy the minimum income requirements (§982.627c). The family must demonstrate sufficient income to meet a minimum income standard, which is intended to assure that a family will have sufficient income to pay a mortgage and other family expenses not covered by the HAP.

3. A family satisfies the employment requirements (§982.627d). The family must be able to demonstrate, at the time that the family initially receives home ownership assistance, that one or more adult members of the family have achieved employment for a one year time period as required by HUD's guidelines. The family must demonstrate that one or more adult members who will own the home is currently employed on a full-time basis (not less than an average of 30 hours per week) and has been continuously employed during the year before commencement of home ownership assistance. Public Housing Relocation participants within HOPE VI must satisfy this requirement as well. Employment history is not applicable to elderly or disabled families.

4. The family member who will be responsible for the mortgage must attend and satisfactorily complete a pre-assistance home ownership and housing counseling program required by MHA before commencement to homeownership assistance (§982.630).

5. The family must be a first-time homebuyer or have not owned a home within the last three years (§982.627b). To qualify as a "first-time home owner" the assisted family may not include any person who owned a "present ownership interest" in the residence of any family member in the last three years, and neither the head of household or spouse has defaulted on a mortgage obtained through the home ownership option. (Example: a possible exemption from the first-time home ownership eligibility requirement is a divorced spouse who does not

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currently own a home but had joint ownership of a home with their ex-spouse in the last three years.)

6. The prospective purchaser must be low or very low income (as defined by HUD based upon family size) at the time the household initially occupies the property. (Gross Annual Income equals total monthly income, received monthly by each adult member of the household multiplied by twelve (before taxes and other deductions). This includes all wages, social security payments, unemployment benefits, interest and dividends payments, child support, and rent royalties. Welfare assistance may not be included.

7. Head of Household or spouse must be enrolled or have completed a MHA approved Preparatory Programs or RISE Foundation Save Up Program for the home ownership option. The enrollment is waived for public housing residents who are relocating due to HOPE VI projects and if they are or have paid monthly rent exceeding $600.

HOMEOWNERSHIP SELECTION PROCESS:

Application will be selected in accordance with Federal Regulations as published by the U.S. Department of Housing and Urban Development. Procedures will be as follows:

A. Eligible Parties:

1. MHA resident who is lease-compliant and is relocated from public housing as a result of dislocation due to demolition or redevelopment of their unit, and who selects SHAPE as their permanent or temporary housing choice in their initial right of return re-certification.

2. Present Section 8 voucher holders that have been within the Section 8 Program for least one year.

3. All home ownership applications will be accepted for consideration during open enrollment.

B. A preliminary review of the application will be made to determine whether:

1. The application is complete;
2. Credit references and rental history have been provided; and,
3. 1. The applicant satisfies HUD requirements of eligibility.

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a. Only U.S. citizens and non-citizens with eligible immigration status are eligible for homeownership assistance from HUD.

b. The applicant's gross annual income as defined by HUD may not exceed the median income limit as published by HUD. The applicant must be willing and able to pay their portion of the housing expenses, calculated under the Section 8 guidelines.

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c. All household sizes are eligible, provided the household size does not exceed the maximum family composition as shown in Subsidy Standards and Eligible Property Section. The unit must be the family's primary residence.

C. Selection criteria is based up on, but not limited to, the participant's ability to provide the following:

a. Demonstrated ability to make timely payments, reflective of history of timely rental, utilities, telephone payments, etc;
b. Verification from two prior landlords showing a history of properly maintaining the unit;
c. Verification on prior subsidized housing history, concerning, but not limited to, tenancy termination for fraud, non-payment and/or a failure to cooperate with re-certification procedures;
d. Good credit references;
e. Demonstrated ability to maintain present housing in clean, safe and sanitary condition;
f. Family size appropriate for available housing;
g. Birth certificates, social security numbers and other legal documentation as requested;
h. Be able to pass criminal background record check; and
i. Be able to pass verification of any illegal drug usage and/or activity by any household members.

INCOME AND EMPLOYMENT ELIGIBILITY

Final Rule (§982.627c & d)

For the SHAPE Program, at the time of admission, a family must have on annual income of $10,300. The participant must have been continuously employed for a minimum of one year. However, the eligible participant must also meet the income and employment requirements established by the lender for a first mortgage loan. The participant must remain employed during the term of homeownership assistance. If employment termination should occur, the participant will receive assistance in searching for new employment through MHA Resident Employment Training Center or any Workforce Development Center. Employment history is not applicable to elderly or disabled families.

Public assistance income cannot be used to determine the family's minimum income to qualify for home ownership assistance. Public assistance is counted for other program purposes such as income eligibility for the voucher program. However, public assistance income of an elderly family (62 years plus) or disabled family (a family whose head or spouse is elderly or disabled) will count in determining whether the elderly or disabled family has the minimum income to qualify for home ownership assistance. This public assistance only applies to families that satisfy the statutory definition of elderly or disabled family. Public assistance does not apply in the case of a family that includes a disabled person other than the head of household or spouse.

PARTICIPANT'S CONTRIBUTION

Final Rule (§982.625d)

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Participants are required to make a minimum downpayment of three (3%) percent. At least one (1%) percent of the downpayment must come from personal savings. The balance of the downpayment may be advanced from the FSS escrow account, gift, or other sources such as City of Memphis, HCD Division, Down Payment Assistance Program, Tennessee Housing Development Agency Program and non-profit organizations.

HOMEOWNERSHIP COUNSELING

Final Rule (§982.630)

The program participant must participate and satisfactorily complete MHA's required pre-assistance homeownership and housing counseling program. This program may consist of a one-on-one session or a classroom style approach with potential homebuyers. The participants will be referred to a HUD-approved housing counseling agency. The housing counseling agency will be required to provide a minimum of 8-10 hours of homebuyer education and training and homebuyer pre-qualification to all program participants. The pre-assistance counseling program will cover the following subjects:

-Home maintenance (including care of grounds)
-Budgeting and money management
-Credit Counseling
-How to obtain home ownership financing and loan pre-approvals
-How to find a home and negotiate the sale price
-Information on Fair Housing
-Counseling will be adapted to family's needs

On-going counseling will be extended at the discretion of MHA based on individual family circumstances. In the event of mortgage payment delinquency, the counseling agency will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant, the MHA Family Self-Sufficiency Client Services Representative and/or MHA Homeownership Program Coordinator.

SHAPE PROGRAM

The SHAPE Program will accept participants from any MHA pre-approved Homeownership Program. The programs outlined below are preparatory programs which are designed to provide various levels of supports to families who are interested in homeownership.

The SHAPE Program is a fast track program which is designed for families who meet all eligibility criteria and have resolved any potential credit issues. Once a family is referred to the SHAPE Program., they will be required to complete all required homeownership classes within ninety days, select a mortgage lender and begin the pre-qualification process. Once the family has provided evidence that they have complete all homeownership classes and have been pre-qualified by a lender, MHA will issue the family a homeownership voucher. The family should identify a home to purchase within sixty days of the issuance of the homeownership vouchers. Extension may be granted on a case-by-case basis.

PREPARATORY PROGRAMS

Section 8 Statement of Homeownership

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In order to participate in the Section 8 Homeownership Program, the Head of Household or spouse must be actively participating or have successfully completed an approved Homeownership Preparatory Program. The programs identified below satisfy the requirement:

MHA HOMEOWNERSHIP PREPARATORY PROGRAM

The MHA Homeownership Preparatory Program is designed to work with families who meet the income and job requirements but cannot yet be referred to the SHAPE Program due to credit issues. The program will provide support and educational opportunities for families who want to identify their credit problems, learn how to resolve the issues and work on formulating a plan for achieving homeownership. The program will offer both internal case management and external expert advice on credit and homeownership issues. This program is a self-driven program. Participants is responsible for the initiation and implementation all activities in order to accomplish the homeownership goal.. The length of time that each family may participate in this program will depend on their individual financial and credit situation.

FAMILY SELF-SUFFICIENCY PROGRAM

The Memphis Housing Authority offers a Family Sufficiency Program for Public Housing and Section 8 families. The goal of the FSS program is to assist families in achieving financial independence from all government assistance. Although families in the FSS do not have to elect homeownership as a goal, it is strongly encouraged. The FSS Program offers a variety of supportive services tailored to families who need additional support in areas such as credit repair and money management. Additionally, FSS families have the opportunity to accumulate savings in an FSS escrow account that can be used to cover costs associated with purchasing a home including but not limited to closing and down payment costs.

A family may participate in the FSS and SHAPE program simultaneously. However, an FSS family will not be referred to the SHAPE Program until they have met all applicable criteria and have cleared up any credit issues that would present a barrier to achieving homeownership.

Participants in the Family Self-Sufficiency (FSS) may enroll in the SHAPE Program. Homeownership classes can be used as a goal or activity in their individual plan that will educate them in homebuyer's education, credit assessment and counseling programs... During monitoring meetings, the FSS Client Services Representative will discuss any issues regarding homeownership, ascertain home repair needs and status of payment and savings goals, etc.

Funds from a participant's Family Self-Sufficiency escrow account may be used for down payment assistance and/or home maintenance and improvement purposes . However, a participant must meet the criteria established by MHA. All requests will be examined on a case by case basis.

RISE FOUNDATION AND SAVE UP INDIVIDUAL DEVELOPMENT ACCOUNT INITIATIVE

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The RISE Foundation is a non-profit corporation. Its mission is to assist Memphis public housing residents in reaching financial self-sufficiency (including Section 8 voucher holders. The Foundation sponsors Save Up, an individual development account initiative for employed residents. Resident participants enrolled in the program attend economic literacy training, open special savings accounts and save $25 to $75 per month. RISE matches participants' savings 2-to-1 up to a combined maximum total of $5,000. The Foundation partners with agencies that provide credit counseling and asset-specific training. Participants enrolled in the RISE Foundation Save UP program must maintain an Individual Development Account for a period of not less than six months..

SUBSIDY STANDARDS REQUIREMENTS: *Final Rule (§982.402 and 982.503)*

Families may choose to purchase a larger or smaller home as long as the Housing Quality Standards requirements are met. The intent of HUD requirements is that the smallest appropriate bedroom size be assigned to participant families without overcrowding. The following standards are used for the appropriate bedroom size for the homeownership assistance program:

Number of Bedrooms	Number of Persons	
	Min	Max
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

The subsidy standards are based on the Fair Market Rents (FMR) published annually by the U.S. Department of Housing and Urban Development. The "Payment Standard" reflects the cost of leasing a unit in the Shelby County area. Thirty (30%) percent of the family's monthly adjusted income may not equal or exceed the payment standard for the unit size the family has been assigned.

A live-in aide may be permitted, if needed, for a person with disabilities.

NOTE: Payment standard is subject to change annually.

ELIGIBLE PROPERTIES: *Final Rule (§982.628)*

Eligible properties will include existing or newly constructed, single family residences, town homes, zero lot line homes and condominiums located within Memphis Housing Authority's jurisdiction. The purchased property must be used as the principal residence and:

a. . A Homebuyer must keep the purchased property as the principal residence and may not, at any time, lease the purchased property. Language to this effect will be incorporated into all Section 8 Homeownership documentation;

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b. The seller of the home has not been debarred, suspended, or subject to a limited denial of participation under CFR 24

The purchased property will require inspection by MHA for Housing Quality Standards and by an independent Home Inspector selected by the family. Any repairs noted by either inspector must be reviewed and accepted by the MHA and the purchaser. MHA and the purchaser must conduct the final walk-thru before closing. Annual Housing Quality Standards inspections will not be conducted.

PURCHASE REQUIREMENT

Final Rule (§982.629)

A participant has 180 days from the date of issuance of a Homeownership Eligibility Voucher to locate a home and to execute a contract of sale with the seller. Furthermore, the family must close on the home within a reasonable time, as determined by the MHA. The family will be required to report periodically to the Authority on their progress in locating and purchasing a home.

If the family is unable to purchase a home within the maximum time established by this administrative plan, MHA may issue the family a voucher to lease a rental unit.

SALES CONTRACT

Final Rule (§982.631c)

The participant must enter a sales contract with the seller and provide a copy to MHA. The sales contract must specify:

a. The purchase price and other terms of sale by the seller to the purchaser.
b. That the participant will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector and MHA.
c. That the participant is not obligated to purchase the unit unless the inspection is satisfactory.
d. That the participant is not obligated to pay for any necessary repairs.
e. That the purchase price is subject to an independent real estate appraisal.
f. That the participant shall have not less than thirty (30) days to secure financing.
g. That the seller is not debarred, suspended, or subject to a limited denial of participation under CFR 24.

The sales contract should include language consistent with the standard Tennessee residential sales contract. The participant should obtain (but is not obligated) legal counsel to review the contract.

HOME INSPECTION

Final Rule (§982.631)

Upon receipt of an executed sales contract, MHA shall arrange and conduct a Housing Quality Standard (HQS) Inspection as established in 24 CFR 982.401. MHA will conduct the HQS Inspection within 3 to 5 business days from the date of the request by the participant.

The participant must also secure an approved independent, bonded home inspector to perform a visual inspection and produce a written report on the condition of the property. The purpose of this

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inspection is to determine major defects requiring repairs by the current owner before the property is approved for purchase. The independent inspection and report must cover major building systems and components, including foundation and structure, housing interior and exterior, roofing, plumbing, electrical, and heating systems. The independent inspector must provide a copy of the inspection report both to the family and to MHA.

The participant cannot select a MHA employee or contractor, or any other person under the control of MHA to perform the inspection. However, the independent inspector must meet the qualification standards established by MHA.

After completion of the HQS and independent home inspections, MHA will review the written inspection report and issue a letter qualifying or disqualifying the home. Any repairs deemed necessary by the HQS inspector must be completed before closing on the mortgage at the seller's expense. Repair costs for major items estimated to be over $1500 will result in a failed HQS inspection and disqualification of the home for assistance under the homeownership option. MHA will not commence homeownership assistance until the property has been inspected and has passed HQS.

Existing and newly constructed homes must be inspected before the closing on the purchase. The sales contract must clearly indicate that execution of the purchase agreement with the seller shall be subject to final inspection and approval of MHA.

SALE OF HOME

MHA will not impose or enforce any requirement for the recapture of voucher homeownership assistance on the sale or refinancing of the home purchased under the SHAPE Program. A participant may purchase another home with homeownership assistance; provided, there is no ownership interest in any property or mortgage loan default and it is the participant's primary home.

Most of the homeownership requirements applicable to the first home purchase remain applicable to subsequent purchases. MHA will determine if further counseling is necessary as well as determining the acceptability of the financing. The family does not have to meet the first homebuyer requirement is the only exception. The established time of fifteen (15) years applies to the cumulative time the family receives homeownership assistance.

FINANCING

Final Rule (§982.632)

MHA is working to establish partnerships with local lenders to create a source for mortgage financing for program participants. At least four lending institutions have been identified for this purpose. MHA is attentive to abusive and predatory lending practices and seeks to maximize the opportunity for homeownership for Section 8 participants by using conforming conventional lending as well as federal insured and state bond financing when appropriate.

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The Down Payment Assistance Department of Housing and Community Development will review all mortgage packages to ensure compliance with program guidelines and to identify down payment and closing costs assistance necessary to complete the transaction.

The Housing Counseling Centers will play significant role in credit counseling and credit record reconciliation to prepare participants for mortgage-readiness.

MHA reserves the right to review lender qualifications, loan terms and fees before closing on a loan and authorizing homeownership assistance. Additionally, MHA may disapprove proposed, refinancing or other debt if it is determined that the debt is not affordable or that either the lender or the loan terms do not meet MHA qualifications. In making this determination, MHA may take into account other family expenses, such as childcare, non-reimbursed medical expenses, homeownership expenses, and other family expenses as determined by MHA.

First mortgage lenders are not allowed to charge fees that exceed 1% of market interest rates and/or discounts points applicable to comparable products the lender offers. Owner financing is not permitted unless the seller is a non-profit organization approved by MHA.

MHA will provide a participating lender's list; however, all participants must secure their own financing. Only 30 year, fixed rate, level payment, fully amortizing loans are eligible for use in the program. Participants may not secure adjustable rate mortgages nor mortgages with balloon payments.

Qualifying income will consist of a combination of the participant's Housing Assistance Payment (HAP) paid by MHA and the participant's earned income. The maximum purchase price will be based on mortgage affordability using 29% housing to income and 40% debt to income qualifying ratios and use of any down payment funds secured by the participant.

Currently, the Federal National Mortgage Association (Fannie Mae) and the Federal Home Loan Mortgage Corporation (Freddie Mac) have developed guidelines for approved seller/servicer lenders to follow when originating and delivering Section 8 Homeownership loans to them for purchase. The terms and conditions of the programs are available for approved seller/servicer lenders to add to existing commitments with either or both investors upon request.

COMPUTATION OF HOUSING ASSISTANCE PAYMENT *Final Rule (§982.635)*

MHA will calculate the HAP by using the definitions of annual income and adjustments as defined in 24 CFR Part 5 as the lesser of:

a. The payment standard minus the total tenant payment
b. The family's monthly homeownership expense minus total tenant payment

The payment standard for a family is the lower of the payment standard for the family unit size or the payment standard for the size of the home *(Section G. Subsidy Standards Requirements).* If the property is located in an exception payment standard area, MHA must use the appropriate payment standard for the exception payment standard area.

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The payment standard for a family is the greater of the payment standard at the commencement of homeownership assistance for occupancy of the home or the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

MHA must use the same payment standards schedule, amounts, and subsidy standards for the homeownership option as for the rental voucher program.

Example:

Calculation I

Applicable Payment Standard	*$753*	*(3 bedroom)*
(Use the lower payment standard of the actual unit size or voucher size)		
Less Total Tenant Payment	*$258*	*(30% of Minimum monthly income)*
MHA subsidy amount (HAP)	*$495*	

Calculation II

The following calculation is computed if the monthly mortgage payment exceeds the payment standard.

Total Housing Expenses		
Mortgage (P&I)	*$488*	*(maximum sale price of $70,000)*
Taxes	*$50*	
Insurance	*$50*	
Maintenance Reserve	*$75*	*(calculated $..14 per square footage)*
Utility Allowance	*$135*	*(based on the actual size of the unit)*
Total	*$795*	
Less Total Tenant Payment	*$258*	
MHA Subsidy amount (HAP)	*$540*	

The MHA subsidy amount (HAP) is the lesser of calculation I and II. The homebuyer's portion is $308 and MHA's portion is $495.

Upon the participant securing an approval for a mortgage, MHA will forward evidence of the Homeownership Option Voucher to the Lender. After loan closing, the mortgage assistance check will be written to the mortgage company, in care of the participating family. MHA shall mail the payment directly to the homeowner on the first of each month. The homeowner will be responsible for mailing their portion and the Housing Authority's portion to the mortgage company. The two payments, when combined, should equal the entire amount of the mortgage payment due for the month. It is the homeowner's responsibility to ensure that the payments are mailed together. Lender's will not accept partial payments. Late payments will be the responsibility of the homeowner.

The participant must notify MHA of any and all late payments within 10 days of payment delinquency.

HAPs may only be paid while the family resides in the home. If the family moves out of the home, MHA will discontinue payment a month after the family moves out and the family is not required to refund MHA for that month.

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HOMEOWNERSHIP EXPENSE

Final Rule (§982.635c)

MHA will adopt policies to determine the amount of homeownership expense that will be allowed in accordance with HUD requirements. Homeownership expenses for a homeowner may only include the following expense:

1) Mortgage Payment
   a) Principal
   b) Interest
   c) Real Estate Taxes
   d) Insurance
2) Utility costs
3) Refinancing Debt
4) Assessment on Home
5) Home Insurance
6) Routine Maintenance Expense (calculated $.14 per square footage)
7) Major repairs and replacements and/or debt incurred to make such repairs
8) Cost to make a home accessible to a person with disabilities
9) Expense to improve the home to accommodate disabled persons and/or meet the Housing Quality Standards (will be included in the purchase price; currently up to $1500 but may be increased on a case by case basis)

MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE PAYMENT

Final Rule (§982.634)

Except in the case of an elderly family or a disabled family, the maximum term of homeownership assistance shall be 15 years for mortgage terms greater than 20 years. If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term at the initial purchase. The maximum term applies to any member of the family or the spouse of any member of the household who has an ownership interest in the unit during the time home that homeownership payments are made.

The maximum term for home ownership assistance does not apply to an elderly family or a disabled family. In the case of an elderly family, this exception is only applied if the family qualifies as an elderly family at the commencement of home ownership. In the case of a disabled family, this 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 home ownership commenced. However, such a family must be provided at least six additional months of homeownership assistance after the maximum term expires.

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PORTABILITY

Final Rule (§982.636)
MHA Section 8 Admin.
Plan Pg. 16

The family is free to select a home of their choice located within the jurisdiction of Memphis Housing Authority. However, if the family qualifies for portability the family may select a home in the jurisdiction of the receiving PHA, if the receiving PHA is approving units under the Section 8 Home Ownership Option. MHA will encourage and request other Housing Authorities to absorb the family that moves out of Shelby County, but will fully cooperate if a Housing Authority wishes to administer MHA assistance. The receiving PHA will arrange for any necessary counseling and its homeownership policies will apply to the portable family.

Families that are new admissions to the program must meet the income eligibility requirements in the areas where the family initially purchased the property. Participant families must also meet the income eligibility requirements in the area to which the family plans to move. In this case, the family is considered "continuously assisted" and the Low Income Limit is used to determine eligibility. Families are informed of these requirements in the briefing session.

A family in which the head of household or spouse of the family lived within Shelby County on the date of application is eligible for portability at the time a voucher is issued. Other families outside of the Shelby County area but is within MHA's jurisdiction must live in the purchased property for twelve (12) months before becoming eligible for portability unless the receiving PHA mutually agrees to accept the outgoing family. The family is only allowed one move during any one year period.

Families must notify MHA in writing when they want to move using the portability feature. MHA will contact the receiving PHA after receiving notification of the move. MHA will confirm the following to the receiving PHA:

1. The family is eligible for assistance (i.e., meets the requirements of MHA); and
2. A voucher has been issued to the family.

To the greatest extent possible, MHA will absorb voucher holder families moving into Shelby County from other jurisdictions. MHA will only administer assistance to such families on behalf of an initial PHA when the MHA program utilization rate is 100%, making impossible within the HUD approved budget.

RESALE PROVISIONS:

Final Rule (§982.640)

, A family may refinance to take advantage of lower interest rates, or better mortgage terms, without any penalty. MHA shall be notified before any transaction occurs.

. Most the homeownership requirements applicable to the first home purchase remain applicable to a subsequent purchase. The family must again meet the employment threshold. The necessity of any counseling will be determined by MHA. An independent home inspection and HQS inspection will be conducted. MHA will determine the acceptability of the financing. The maximum term of

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homeownership assistance applies to the cumulative time the family receives homeownership assistance.

TERMS AND CONDITION FOR OWNERSHIP

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, MHA will not continue homeownership assistance after the month the family moved out. The family or lender is not required to refund to MHA the homeownership assistance for the month when the family moves out.

Upon death of a family member who holds, in whole or in part, title to the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer or 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 the initial application.

The family must supply any information as required by MHA or HUD concerning any mortgage or other debt incurred to purchase or any refinancing a home (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt, any sale or other transfer of any interest in the home, or the family's homeownership expenses.

FAMILY OBLIGATION

Final Rule (§982.633)
MHA Section 8 Admin. Plan Pg. 20

Before commencement of homeownership assistance, the family must execute a statement of family obligation and agree to comply with all obligations. (Appendix A)

The family is obliged under the terms of its voucher subsidy to:

1. Occupy the home as their primary place of residence.

2. Comply with the terms of any mortgage securing debt incurred to purchase the home and any refinancing of such debt.

3. Notify MHA immediately of any defaults on a mortgage securing any debt incurred to purchase the home.

4. Not sell, convey or transfer any interest in the home to any entity or person prior to informing MHA. Housing Assistance Payments will terminate with any sale, conveyance or transfer.

5. During the time the family receives homeownership assistance, no family member may have any ownership interest in any other residential property.

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6. Supply such certification, release information or documentation as MHA determines to be necessary in the administration of the program, including information required by MHA for a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

7. The family understands that continued Housing Assistance Payments from MHA are reevaluated annually and continued assistance is not guaranteed. The family is responsible for the entire monthly mortgage payment (PITI) in the event that HAP are discontinued.

8. The family must continue to comply with all the terms and conditions of the HAP contract.

9. In the event that the family is unable to make its monthly mortgage payment, it must immediately contact MHA to determine what options are available.

10. The family must attend and complete ongoing homeownership and housing counseling as recommended by agency designated by MHA.

11. The family must remain in compliance with the Section 8 Homeownership requirements as long as they continue to receive HAP assistance.

12. The qualifying family members must continue working. If there is a loss of employment, the family must immediately contact Section 8 Representative.

13. The family must report all family income from all sources and the names of all persons living in the household.

14. The family must report in writing to MHA within thirty (30) days when there is any reported change in family composition, or any adult household member who was previously unemployed is now employed.

15. The family must notify MHA before the family moves out of the home.

16. The maximum term or employment requirement 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.

17. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term and employment requirement becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least six months of homeownership assistance after the maximum term becomes applicable.

18. Each member of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.

19. Each member of the family must not participate in illegal drug or violent criminal activity.

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DENIALS AND TERMINATIONS

Final Rule (§982.638)
MHA Section 8 Admin. Plan Pg. 25-29

MHA Termination of the HAP Contract

MHA will terminate a current HAP contract or deny approval of a new HAP contract for the reasons listed below. In these cases the HAP contract will terminate on the last day of the month following the month in which MHA provided the applicant with notice. MHA may also terminate the HAP contract for breach of contract that includes the following:

1. HAP contract violation (such as not maintaining HQS);
2. Any fraud or bribery or other corrupt or criminal act in connection with Federal Housing programs;
3. Engaging in any drug-related criminal activity or any violent criminal activity;
4. Any failure to comply with mortgage insurance/loan program regulations, or bribery or other corrupt or criminal act in connection with the program.

Denial or Termination of Assistance to Applicant/Participant Families:

1. MHA may deny housing assistance to any applicant household who:

    a. Does not meet eligibility requirements;
    b. Has any household member who refuses to sign or submit consent forms;
    c. The Total Tenant Payment is greater than the Payment Standard;
    d. Has any household member who has been evicted from public housing within the past five (5) years.
    e. If MHA has ever terminated assistance to any household member under the Section 8 Certificate/Voucher Program.
    f. Has any household member who illegally possesses weapons.

2. MHA may deny or terminate housing assistance to any applicant or participant household who:

    a. Violates program obligations.
    b. Commits fraud in connection with this program or any other Federal Housing Assistance program. If MHA determines that the family committed willful and intentional fraud, MHA may require the family to repay any amount owed in full or the family's assistance may be terminated. MHA may at its discretion offer the applicant or participant the opportunity to enter an agreement to repay the amounts owed to MHA or another Housing Authority. If MHA elects to make such an offer, the agreement shall be on terms prescribed by MHA. MHA may at any time deny or terminate assistance for breach of such agreement.
    c. Owes money to MHA or any other Housing Authority in connection with the Section 8 Program or the Public Housing Program, if an applicant; or owes money to MHA and breaches a reimbursement agreement, if a Section 8 participant;

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d. Has engaged in or threatened abusive or violent behavior toward MHA personnel;
e. Has $0 in housing assistance payments paid on the family's behalf for six months;
f. Has any household member who is convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project.
g. Has engaged in felonious drug-related criminal activity or violent criminal activity or where members of the assisted family have used the assisted unit for drug trafficking, or have allowed other person to use or live in the unit and engage in drug trafficking;
h. Has any household member who is illegally using or possessing a controlled substance for personal use within one year before the date MHA provides the notification of termination of assistance or ineligibility;

However, a family member who has an addiction, a record of such impairment, or is regarded as having such impairment, will not be denied assistance if the family member is recovering, or has recovered, and does not currently possess or use controlled substances. A family member who had engaged in using drugs must submit evidence of participation in or successful completion of a treatment program as a condition of assistance.

i. Has any household member who illegally possesses a weapon;

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

In the case of a proposed termination of assistance under Section X (2)(f); (2)(g); (2)(h); or (2)(i) MHA will consider all the facts including whether the participant knew, or should have known, of the illegal activity within the household.

3. Families must report any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days to MHA. At purchase, and while preparing to move-in, MHA will allow the families to be absent from the house up to a maximum of 30 days. Subsequent to move-in, MHA will permit absences of no more than 90 days unless the participant can document a medical need.

In no case may a participant be absent from their home for more than 180 days. If the family leaves the household for more than 90 days for a reason, other than medical need, the house will not be considered the family's principal residence and the family shall be terminated from the program.

A family who: 1) vacates the property in violation of program requirements or the mortgage housing requirements; 2) owes a balance to the mortgage company or MHA for unpaid portion or damages; or 3) refuses to enter into or meet the terms of a repayment

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agreement, will be considered ineligible for continued assistance and will have its assistance terminated.

MORTGAGE DEFAULT

Final Rule (§982.638d)

In the event of mortgage default and the family is dispossessed from the home pursuant to a judgment or order of foreclosure on a FHA-insured mortgage, a homeowner will be denied continued assistance under the homeownership program. The participant will be required to sign an agreement to share information regarding the homeownership process and documents with MHA. If a participant is delinquent in making a payment, MHA will notify the appropriate counseling agency to assist in resolving this matter in a timely fashion. The counseling agency will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant and the MHA Family Self-Sufficiency and/or MHA homeownership program coordinator.
MHA may permit the family to move to a new unit with continued voucher rental assistance in the event of foreclosure on a loan that is not FHA-insured. MHA will deny such permission, if:

1. MHA does not have sufficient funding to provide continued assistance;
2. Grounds for denial or termination of assistance, including termination of assistance for violation of any family obligations described in section Family Obligation;
3. The family defaulted on a FHA-insured mortgage;
4. The family fails to demonstrate that:

    a. The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and has moved from the home within the period established or approved by HUD.

ADMINISTRATIVE FEES

Final Rule (§982.639)

The ongoing administrative fee describe in 24 CFR 982.152(b) is paid to MHA for each month that homeownership assistance is paid by MHA on behalf of the family.

FAIR HOUSING AND NONDISCRIMINATION POLICY

MHA Section 8 Admin. Plan Pg.1

MHA affirmatively furthers Fair Housing in the administration of the program by complying fully with all Federal, State and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunities in housing and employment. MHA does not discriminate against any applicant or participant because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status or presence of children in a household; nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. MHA does not deny to any family the opportunity to apply for housing (when the waiting

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list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets program requirements.

DRUG-FREE HOUSING

As part of the homeownership assistance criteria, the applicant will be required to sign an addendum agreeing with the U.S. Department of Housing and Urban Development's guidelines for drug-free housing. Applicant must also sign Form HUD-9886, Authorization for the Release of Information, to facilitate a criminal background record check. MHA is authorized to obtain this information. A previous history of drug arrest or violent criminal acts, without proof of rehabilitation, will be considered grounds for denial of the applicant.

Falsification of homeownership application information is grounds for application rejection.

An applicant will be notified in writing as to the status of his/her application. If an application is rejected, an applicant will be so notified and will be given ten (10) days to respond to the rejection notice. Applicants must keep MHA informed of any change in their address or telephone number where they can be reached. If an applicant cannot be reached at the number or address provided, the application will be rejected. Applicants must contact MHA every six (6) months to advise of their desire to remain on the waiting list.

MONITORING PROGRAM PERFORMANCE

MHA Section 8 Admin. Plan Pg.36

MHA will maintain records of applications, eligibility and ineligibility determinations, verifications, HQS inspections, leases, contracts and payment information in each applicant's or participants' files. Inactive files will be maintained for three years.

Applicable records related to immigration status will be maintained for five years. All other aspects of monitoring program performance will be performed in accordance with HUD requirements and MHA's policies.

Section 8 Statement of Homeownership

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APPENDIX A

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MEMPHIS HOUSING AUTHORITY
SECTION 8 HOMEOWNERSHIP ASSISTANCE PROGRAM

STATEMENT OF HOMEOWNER OBLIGATIONS
AND FAMILY RESPONSIBILITIES

I/We, _____, participant(s) in the MHA Section 8 Homeownership Assistance Program (SHAPE), fully understand the following conditions regarding my/our continued eligibility for housing assistance payments in conjunction with my/our ownership of a _____ located at _____ and agree that:

1. My/Our home will be occupied by the following family members:

_____ _____

_____ _____

_____ _____

_____ _____

2. I/We understand that my/our family must occupy the home as my/our primary place of residence.

3. The initial monthly Housing Assistance Payment will be $ _____ and will begin on annually, based on any changes in payment standards, homeownership costs, household income and/or household composition, in accordance with U.S. Department of Housing and Urban Development (HUD) requirements.

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4. The monthly Housing Assistance Payment will be made as follows:

   $_____ will be paid directly to _____

   $_____ will be paid directly to _____

   $_____ will be paid directly to me/us.

5. Housing Assistance Payments will be made available for a maximum of fifteen (15) years, unless the head of household or spouse is disabled or elderly. Housing Assistance Payments are contingent on my/our compliance with the requirements of this Statement of Homeowner Obligations and Family Responsibilities, the policies of the MHA Section 8 Homeownership Assistance Program, HUD Program requirements and upon continued appropriations to the Memphis Housing Authority by HUD.

6. I/Our family understand (s) that continued Housing Assistance Payments from MHA are reevaluated annually and continued assistance is not guaranteed. I/We understand that I/we are responsible for the entire monthly mortgage payment (principal, interest, taxes and insurance) in the event SHAPE are discontinued.

7. I/We understand that I/we must continue to comply with all the terms and conditions of my/our HAP contract.

8. I/We understand that I/we must continue to be in compliance with my/our Family Self - Sufficiency Contract as long as I/we continue to receive HAP assistance.

I/we understand that I/we must continue working and if there is a loss of employment, I/we must immediately contact my/our Section 8 Representative and contact the nearest Employment Assistance Center in an effort to regain employment.

10. I/We must report all family income from all sources and the names of all persons living in our household.

11. If, at any time, any member of my household has a change in income greater than $ 50 per month, I must report it to MHA no later than ten (10) days after the change occurs.

12. If, at any time, anyone in my household moves in or out, I must report it, within ten (10) days of the occurrence, to MHA.

13. Housing Assistance Payments will be made only for the months my/our household reside in the home. I/we must immediately report to MHA if I/we move from our home.

14. My/Our family (including each family member) must not participate in illegal drug or violent criminal activity.

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15. I/we may not sell, convey or transfer any interest in the home to any entity or person prior to informing MHA. Housing Assistance Payments will terminate with any sale, conveyance or transfer other than to a household member residing in the home.

16. I/We must provide information to MHA on any mortgage or other debt incurred to purchase the home, and any refinancing of such debt.

17. I/We must comply with the terms of any mortgage security debt incurred to purchase our home and any refinancing of such debt. I/We must immediately notify MHA of any defaults on mortgage debt incurred to purchase the home.

18. I/We understand and agree that I/we will attend pre- and post- purchase counseling and workshops as recommended by an agency designated by MHA. I/We understand and agree to an annual counseling session at my/our home.

19. In the event that my/our family is unable to make my/our monthly mortgage payment, I/we are required to immediately contact the homeownership counseling agency and MHA to determine available options.

20. I/We must promptly pay all utility bills, including electricity, heat and water.

21. I/We understand that I/we must maintain the property, both interior and exterior, and that I/we are responsible for all repairs and replacements that are needed.

22. I/We must document, in conjunction with our annual reexamination of income, that I/we are current on mortgage, insurance and utility payments.

23. I/We understand that I/we will immediately lose my/our Housing Assistance Program assistance if a judgment or foreclosure on my/our home is granted. My/Our family agrees to cooperate with the lender the housing counseling agency, and MHA so that the property is placed on the market for sale in order to avoid foreclosure. My/Our family further agrees to vacate the house in accordance with the lender's terms and in good condition.

24. If I/we default on my/our mortgage debt and lose my/our home, I/we will be able to use my/our Housing Assistance Payment for other rental housing, if so determined eligible by MHA.

I/WE UNDERSTAND THAT MY/OUR HOUSING ASSISTANCE MAY BE WITHHELD, RECOVERED OR TERMINATED FOR ANY VIOLATION OF THE TERMS AND CONDITIONS OF THIS STATEMENT OF HOMEOWNER OBLIGATIONS AND FAMILY RESPONSIBILITIES.

_____	_____
Homeowner's Signature	Homeowner's Signature
_____	_____
Date	Date

Section 8 Statement of Homeownership

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_____	_____
Section 8 Manager's Signature	Executive Director of MHA
_____	_____
Date	Date

APPENDIX B

Section 8 Statement of Homeownership

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SECTION 8 HOMEOWNERSHIP ASSISTANCE PROGRAM (SHAPE) FLOWCHART

Section 8 Statement of Homeownership

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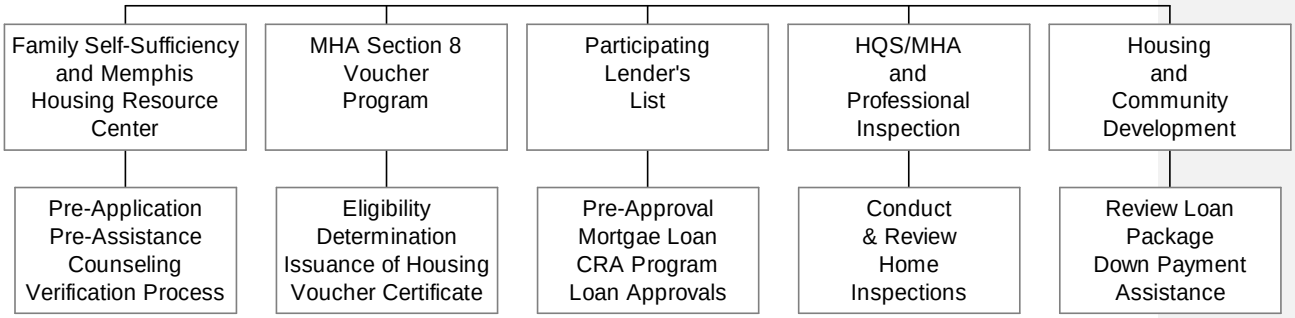

APPENDIX C

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MEMORANDUM OF UNDERSTANDING BETWEEN
MEMPHIS HOUSING AUTHORITY AND RISE FOUNDATION

This Memorandum of Understanding ("MOU"), effective upon its execution, is between the Memphis Housing Authority (the "Authority") and the RISE (Responsibility, Initiative, Solutions, Empowerment) Foundation ("RISE") for the purpose of providing greater homeownership opportunities in the city of Memphis, Tennessee.

ARTICLE I

RECITALS

WHEREAS, the Memphis Housing Authority has undertaken steps to implement a Section 8 Homeownership Program; and

WHEREAS, RISE, a non-profit organization, is dedicated to providing financial support and resources to Authority residents for the purpose of enabling them to become financially self-sufficient; and

WHEREAS, the Authority will provide homeownership opportunities by utilizing Section 8 rental assistance vouchers to assist eligible families to purchase existing single family homes or homes under construction; and

WHEREAS, eligible participants are: those that have a minimum family income of 25% of the median income in the Shelby County area and have been continuously employed for a minimum of two years; those that are currently enrolled in the Family Self-Sufficiency (FSS) Program or RISE Foundation; and, those that have participated and satisfactorily completed the pre-assistance homeownership and housing counseling program required by the Authority; and

WHEREAS, the Authority will implement the Homeownership Option in accordance with the Final Rule of September 12, 2000. The Final Rule was authorized

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by Section 8(y) of the United States Housing Act of 1937, amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998; and

WHEREAS, the implementation of the Section 8 Home Ownership Program has been carefully evaluated by the Authority and RISE and has been found to be in the best interest of all parties.

THEREFORE, this Memorandum of Understanding shall set forth the obligations and duties of the Memphis Housing Authority and the RISE Foundation in the establishment of this initiative, and shall serve as a guideline for the successful implementation of the Section 8 Homeownership Program.

ARTICLE II

SCOPE OF AGREEMENT

This MOU shall constitute a non-binding agreement between the Authority and the RISE Foundation.

Authority residents enrolled in the RISE program will benefit from services in the following areas:

- Counseling Program
- Credit Repair
- Economic Literacy
- Financial Management
- Homebuyer Education
- Home Maintenance

RISE will also offer Individual Development Accounts (IDAs) in which participant funds will be matched at a 2:1 ratio and placed at participating financial institutions

ARTICLE III

GENERAL PROVISIONS

RECITALS The recitals in Article I of this MOU are incorporated herein by reference as the agreement of the parties.

NOTICES All notices, request, demands, approvals, or other communications given hereunder or in connection with this MOU shall be in writing and shall be deemed given when delivered by hand, or sent by U.S. registered or certified mail, return receipt requested, and address as follows:

If to the Authority: Memphis Housing Authority

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700 Adams Avenue
Memphis, TN 38105
Attn: Mr. Robert Lipscomb, Executive Director

If to RISE: RISE Foundation
1900 Union Avenue
Memphis, TN 38104
Attn: Ms. Beth Dixon, President

ASSIGNMENT This MOU shall not be assignable by the Authority or RISE.

INTERPRETATION AND GOVERNING LAW This MOU shall be construed as though prepared by both parties, and shall be interpreted and governed by the laws of the State of Tennessee.

SEVERABILITY If any portion of this MOU is declared to be invalid and unenforceable, such portion shall be deemed severed from this MOU and the remaining parts shall continue in force as though such invalid or unenforceable provision(s) had not been a part of this MOU, provided that such severance does not substantially affect the intention of the parties hereto.

PARTIES BOUND No officer, shareholder, partner, employee, agent, or other person authorized to act for and on behalf of any party shall be personally liable for any obligation express or implied, hereunder.

MODIFICATIONS This MOU may not be altered, modified, rescinded, or extended orally. This MOU may be amended, supplemented or changed only by a writing signed or authorized by or behalf of the party to be bound thereby.

IN WITNESS THEREOF, the Authority and the RISE have each duly executed, or caused to be duly executed, this MOU as of the date first written below.

MEMPHIS HOUSING AUTHORITY	**RISE FOUNDATION**
_____	_____
Robert Lipscomb, Executive Director	**Beth Dixon, President**
_____	_____
Date	**Date**

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MEMORANDUM OF UNDERSTANDING BETWEEN MEMPHIS HOUSING AUTHORITY AND MEMPHIS HOUSING RESOURCE CENTER

This Memorandum of Understanding ("MOU"), effective upon its execution, is between the Memphis Housing Authority (the "Authority") and the Memphis Housing Resource Center (the "Resource Center") for the purpose of providing greater homeownership opportunities in the city of Memphis, Tennessee.

ARTICLE I

RECITALS

WHEREAS, the Memphis Housing Authority has undertaken steps to implement a Section 8 Home Ownership Program; and

WHEREAS, the Memphis Housing Resource Center will foster new homeownership in the city of Memphis, Tennessee by assisting people in understanding the complexities of buying, maintaining and retaining an affordable home; and

WHEREAS, Memphis Housing Resource Center is only allowed to charge a credit report fee not to exceed $60; and

WHEREAS, the Authority will provide home ownership opportunities by utilizing Section 8 rental assistance vouchers to assist eligible families to purchase existing single family homes or homes under construction; and

WHEREAS, eligible participants are: those that have a minimum family income of 25% of the median income in the Shelby County area and have been continuously employed for a minimum of two years; those that are currently enrolled in the Family Self-Sufficiency (FSS) Program or RISE Foundation; and, those that have participated and satisfactorily completed the pre-assistance homeownership and housing counseling program required by the Authority; and

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WHEREAS, the Authority will implement the Homeownership Option in accordance with the Final Rule of September 12, 2000. The Final Rule was authorized by Section 8(y) of the United States Housing Act of 1937, amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998; and

WHEREAS, the implementation of the Section 8 Homeownership Program has been carefully evaluated by the Authority and the Resource Center and has been found to be in the best interest of all parties.

THEREFORE, this Memorandum of Understanding shall set forth the obligations and duties of the Memphis Housing Authority and the Memphis Housing Resource Center in the establishment of this initiative, and shall serve as a guideline for the successful implementation of the Section 8 Homeownership Program.

ARTICLE II

SCOPE OF AGREEMENT

This MOU shall constitute a non-binding agreement between the Authority and the Memphis Housing Resource Center.

First time homebuyers will satisfactorily complete the pre-assistance homeownership-counseling program, which will be facilitated by Memphis Housing Resource Center. This program may consist of a one on one or a classroom style approach with homebuyers. The Resource Center will be required to provide a minimum of 8 – 10 hours of homebuyer education and training, and homebuyer pre-qualification to all program participants. The pre-assistance counseling program will cover the following subjects:

- Home maintenance
- Budgeting and money management
- Credit counseling
- How to obtain homeownership financing and loan pre-approvals
- How to find a home and negotiate the sale price
- Information on Fair Housing
- Counseling will be adapted tot the families needs

Post program counseling will be offered at the discretion of the Authority based on individual family circumstances. In the event of mortgage payments being delinquent, the Resource Center will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant, the FSS client services representative and/or an Authority homeownership program coordinator.

ARTICLE III

GENERAL PROVISIONS

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RECITALS The recitals in Article I of this MOU are incorporated herein by reference as the agreement of the parties.

NOTICES All notices, request, demands, approvals, or other communications given hereunder or in connection with this MOU shall be in writing and shall be deemed given when delivered by hand, or sent by U.S. registered or certified mail, return receipt requested, and address as follows:

If to the Authority: Memphis Housing Authority
700 Adams Avenue
Memphis, TN 38105
Attn: Mr. Robert Lipscomb, Executive Director

If to the Resource Center: Memphis Housing Resource Center
1548 Poplar Avenue
Building B
Memphis, TN 38173
Attn: Ms. Michelle Wilson Bradley, Executive Director

ASSIGNMENT This MOU shall not be assignable by the Authority or the Resource Center.

INTERPRETATION AND GOVERNING LAW This MOU shall be construed as though prepared by both parties, and shall be interpreted and governed by the laws of the State of Tennessee.

SEVERABILITY If any portion of this MOU is declared to be invalid and unenforceable, such portion shall be deemed severed from this MOU and the remaining parts shall continue in force as though such invalid or unenforceable provision(s) had not been a part of this MOU, provided that such severance does not substantially affect the intention of the parties hereto.

PARTIES BOUND No officer, shareholder, partner, employee, agent, or other person authorized to act for and on behalf of any party shall be personally liable for any obligation express or implied, hereunder.

MODIFICATIONS This MOU may not be altered, modified, rescinded, or extended orally. This MOU may be amended, supplemented or changed only by a writing signed or authorized by or behalf of the party to be bound thereby.

IN WITNESS THEREOF, the Authority and the Memphis Housing Resource Center have each duly executed, or caused to be duly executed, this MOU as of the date first written below.

Section 8 Statement of Homeownership

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MEMPHIS HOUSING AUTHORITY	MEMPHIS HOUSING RESOURCE CENTER
_____	_____
Robert Lipscomb, Executive Director	**Michelle Wilson Bradley** **Executive Director**
_____	_____
Date	**Date**

APPENDIX D

Section 8 Statement of Homeownership

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2008 Memphis Housing Authority
Board of Commissioners List

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(901) 775-3398 (fax)
ehm2324@aol.com

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vatriciaann@hotmail.com

William E. Stemmler, VP
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(901) 312-4713 (fax)
william.stemmler@regions.com

Deidre D. Malone
The Carter Malone Group
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Memphis, TN 38103
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(901) 278-0081 (fax)
dmalone@thecartermalonegroup.com

Ian L. Randolph
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PUBLIC HOUSING: HOPE VI/MIXED-INCOME COMMUNITY
ECONOMIC SELF-RELIANCE AGREEMENT

The Self-Reliance Agreement (SRA) is a written agreement between property management and the public housing resident; identifying the self-reliance criteria a public housing resident must meet in order to occupy and continue to live in a public housing unit at a HOPE VI/Mixed-income community.

It is the policy of Memphis Housing Authority (MHA) to encourage and support all of its residents in their goal of becoming self-reliant. In instances where tenant needs assistance to attain this goal, the Memphis Housing Authority will strive, within the limits of its available resources, to provide and/or coordinate appropriate programs/services to assist the resident in achieving self-reliance.

This ECONOMIC SELF-RELIANCE AGREEMENT ("Agreement") is entered into this _____ day of _____, _____ by and between _____ acting as an agent for the owner ("Landlord") and the undersigned Public Housing Leaseholder ("Leaseholder"). This Agreement is hereby incorporated in and made part of the Residential Lease (the "Lease") entered into as of this date by and between the Public Housing Leaseholder and the Landlord for Unit Number _____ located at _____ (the "Unit").

AUTHORITY:

Public housing authorities are permitted to create an admissions preference for working families and pursuant to 24 CFR §960.206(b)(2). Memphis Housing Authority ("MHA") has established this preference for public housing units developed under the Mixed-Finance/HOPE VI Program, and is requiring each applicant for these new units to sign this Self-Reliance Agreement Addendum.

PURPOSE OF THIS AGREEMENT
This agreement sets forth the pre-occupancy and continued occupancy criteria for tenants of public housing units at mixed-income developments.

DEFINITION OF WORK ACTIVITY
The following categories of activities shall qualify as work activity under this Agreement:

1. Unsubsidized employment for 30 hours per week; or
2. Subsidized private-sector employment for 30 hours per week; or
3. Subsidized public-sector employment for 30 hours per week..

DEFINITION OF WORK RELATED EDUCATIONAL OR TRAINING ACTIVITY
The following categories of activities shall qualify as Education or Work-Related Activity under this Agreement:

1. On-the-job training (full-time enrollment is 30 hours or more per week).
2. Vocational training (full-time enrollment is 30 hours or more per week).
3. Job-skills training directly related to employment (full-time enrollment is 30 hours or more per week).
4. Education at a community (junior) college or higher (full-time enrollment is 8 or more class hours per week).

To be excused from the Work Activity requirement, Public Housing Leaseholders must be authorized to participate in Work-Related Educational or Training Activities on a full-time basis, as defined above. If the Leaseholder is involved in a Work- Related Educational or Training Activity on a less than full-time

basis, he/she must also work at least 20 hours per week. Those enrolled in GED/ABE classes must work at least 20 hours per week. If any of the above activities are done in combination, the Leaseholder must be engaged for a combined total of no less than 30 hours per week to be exempt from a Work Activity requirement. The combined total duration for all Work-Related Educational or Training Activities shall not exceed 24 months.

LEASEHOLDERS EXEMPTED FROM EMPLOYMENT CLAUSE OF THIS AGREEMENT

The following categories of leaseholders will be exempt from the employment requirement of this Agreement.

Leaseholders who are:

A) 62 years of age or older;
B) Blind or disabled (as defined under section 216(I)(I) or 1614 of the Social Security Act) and who are unable to comply with this section, or are primary caretakers of such individuals;

In order to claim status as an exempt person, the Leaseholder must:

A) Request in writing from the Landlord, an exemption;
B) Provide Landlord with third party verification that leaseholder is a member of an above-listed exempt category.

Disabled Leaseholders under 62 who are employed less than 20 hours per week are required to perform 8 hours of community service per month as per MHA community service requirement. Disabled Leaseholders are required to provide documentation from a doctor that they are unable to perform any kind of community service in order to be exempt from this community service requirement.

The Landlord and Leaseholder agree to the following:

TERMS AND CONDITIONS OF PRE-OCCUPANCY AND CONTINUED OCCUPANCY

1. All Leaseholders of a HOPE VI/Mixed-income development, regardless of employment status, age, or disability, are required to participate in case management with the HOPE VI Case Management Provider during the life of the HOPE VI CSS program. . (Case Management Provider is defined as the HOPE VI-sponsored case management and/or employment services provider). If the MHA is able to provide case management services to public housing residents after the close-out of the HOPE VI CSS program, public housing residents of the HOPE VI/Mixed Finance Developments may be required to continue to participate in case management.

2. Prior to signing the Lease, the non-exempt Leaseholder shall either (a) have been employed a minimum of 30 hours per week for at least 30 continuous days, or (b) have been both engaged in an Work-Related Educational or Training Activity and in compliance with an Family Responsibility Plan for at least 30 continuous days. Employment is defined as a "Work Activity" as described above.

3. All Leaseholders not already enrolled must enroll in the HOPE VI sponsored case management program. (The provider of this program is hereby referred to as "Case Management Provider"). All Leaseholders must:

   a. participate in a personal assessment process conducted by the Case Management Provider; and

b. Collaborate with the case management provider to develop a Family Responsibility Plan. (The Family Responsibility Plan will identify a set of specific goals, tasks and programs to be undertaken by the Leaseholder and will be based on the aforementioned assessment); and

c. adhere to the action strategies identified in the Family Responsibility Plan, which may be revised or updated periodically; and

d. Attend regular meetings with the Case Management Provider as scheduled during the term of the Family Responsibility Plan and participate in activities prescribed by the Case Management Provider that are oriented toward the attainment and retention of employment.

4. To remain in occupancy, the Leaseholder shall either (a) remain employed for a minimum of 30 hours per week *and* be in compliance with his/her Family Responsibility Plan; or (b) be engaged in full time Work-Related Educational or Training Activity *and* be in compliance with his/her Family Responsibility Plan.

5. Change in Employment Status. The Leaseholder may be employed for less than 30 hours per week for no more than 13 weeks per year (unless the Leaseholder's Family Responsibility Plan stipulates otherwise per engagement in an approved Work-Related Educational or Training Activity). Upon loss of job or reduction of hours, Leaseholder shall notify Landlord and Case Manager <u>within two (2) weeks</u>. Upon such notification to Landlord, the 90-day clock begins.

   a) In any one-year period, if after 13 cumulative weeks of employment of less than (30) hours per week (if Public Housing Leaseholder is not involved in an authorized Work-Related Educational or Training Activity as stipulated in the Family Responsibility Plan), the Leaseholder will be deemed to be out of compliance with his/her lease. At the beginning of the 14th week, the Landlord will send the Leaseholder a notice of termination proceedings in accordance with the Lease. Additional information regarding the termination proceedings may be found in the Admissions and Continued Occupancy Plan (ACOP) located in the management office at the development. In this circumstance, the Leaseholder may request a single, 30-day extension from the Landlord. This 30-day extension will be granted only if the Leaseholder can demonstrate to the Landlord that there are extenuating circumstances which require the Leaseholder to (1) continue to work less than 30 hours per week beyond 13 weeks or (2) continue the Work-Related Educational or Training Activity beyond the 24-month cap. If the 30-day extension is not granted, the Landlord will continue with the eviction proceedings.

6. If any part of this Self-Reliance Agreement is in conflict with the terms of the Residential Lease Agreement, the terms of Lease shall prevail.

7. To be eligible for occupancy of a public housing unit at a HOPE VI/Mixed-Finance site, the resident understands and agrees that the right of return is subject to compliance with the Lease, Quality Housing Work and Responsibility Act (QHWRA) requirements, federal, state or local rules, regulations, laws or policies inclusive of, but not limited to the following:

   a. Past performance in meeting financial obligations, especially rent/excess utilities;
   b. No record of disturbance of neighbors, destruction of property (including any finding that the resident has contributed to a fire within a unit), conduct that adversely affects the health, safety or welfare of other residents, or damage to the unit or development;
   c. No involvement in criminal activity on the part of the above resident's family member that would adversely affect the health, safety or welfare of other tenants;

d. No record of eviction from housing or termination from residential programs unless applicant can provide evidence of relevant change in circumstances since the time of the eviction;;
e. Resident's ability and willingness to comply with the terms of the lease;
f. No misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent;
g. No record or history of inability to meet reasonable housekeeping standards or prior lease violations related to housekeeping;
h. In the case of properties with tenant-paid utilities, the ability of the resident to get utilities turned on in the name of the head of household. (**Will require a utility verification**);
i. Resident's compliance with the terms of the Economic Self Reliance Agreement; record of compliance with community/volunteer service requirements; participation in a self-reliance or other educational program; unless exempt from these requirements by virtue of age, medical condition or disability.

8. Notwithstanding the foregoing, Memphis Housing Authority, at its discretion, reserves the right to revise, modify, suspend provisions of this agreement, if, in its judgment, unforeseen circumstances arise which necessitate said action. Exceptions or waivers will be considered and/or reviewed, by the MHA Interdisciplinary Review Committee (IRC), upon written request from the tenant to the property management office.

BY SIGNATURE, THE LEASEHOLDER AND LANDLORD AGREE TO THE REQUIREMENTS OF THIS ECONOMIC SELF-RELIANCE AGREEMENT.

LEASEHOLDER:

By:_____

Name:_____

Date: _____

LANDLORD:

By: _____

Name: _____

Title: _____

Date:_____

NON HOPE VI/MIXED-FINANCE PUBLIC HOUSING: ECONOMIC SELF-RELIANCE AGREEMENT

The Self-Reliance Agreement (SRA) is a written agreement between property management and the public housing resident; identifying the self-reliance criteria a public housing resident must meet in order to occupy and continue to live in a public housing unit.

It is the policy of Memphis Housing Authority (MHA) to encourge and support all of its residents in their goal of becoming self-reliant. In instances where tenant assistance is needed and resources are available to obtain this goal, the Memphis Housing Authority will provide and/or coordinate appropriate programs/services to assist the resident in achieving self-reliance.

This ECONOMIC SELF-RELIANCE AGREEMENT ("Agreement") is entered into this _____ day of _____, _____ by and between _____ acting as an agent for the owner ("Landlord") and the undersigned Leaseholder ("Leaseholder"). This Agreement is hereby incorporated in and made part of the Residential Lease (the "Lease") entered into as of this date by and between the Leaseholder and the Landlord for Unit Number _____ located at _____ (the "Unit").

AUTHORITY:

Public housing authorities are permitted to create an admissions preference for working families and pursuant to 24 CFR §960.206(b)(2). Memphis Housing Authority ("MHA") has established this preference for its public housing units. Pursuant to T.C.A. Section 66-28-402 the Authority can adopt rules or regulations concerning the resident's use and continued occupancy of the premises. Pursuant to the above authority, the Memphis Housing Authority's ACOP and the to Quality Housing Work and Responsibility Act (QHWRA), the Authority is requiring each Public Housing resident to execute an economic Self –Reliance Agreement.

PURPOSE OF THIS AGREEMENT
This agreement sets forth the pre-occupancy and continued occupancy criteria for tenants of public housing units at a public housing development.

DEFINITION OF WORK ACTIVITY
The following categories of activities shall qualify as work activity under this Agreement:

1. Unsubsidized employment; or
2. Subsidized private-sector employment; or
4. Subsidized public-sector employment.
5. 20 hours or more per week of documented Community Service

DEFINITION OF EDUCATIONAL OR WORK-RELATED ACTIVITY
The following categories of activities shall qualify as Educational or Work-Related Activities under this Agreement:

5. On-the-job training (full-time enrollment is 20 hours or more per week).
6. Vocational training (full-time enrollment is 20 hours or more per week).
7. Job-skills training directly related to employment (full-time enrollment is 20 hours or more per week).
8. Education at a community (junior) college or higher (full-time enrollment is 8 or more class hours per week).

Leaseholders are to be authorized to participate in Educational or Work-Related Activities on a full-time basis. If the Leaseholder is involved in any one of the above activities on a less than full-time basis as defined by each activity, he/she must also work at least 20 hours per week. Those enrolled in GED/ABE classes must work at least 20 hours per week. If any of the above activities are done in combination, the Leaseholder must be engaged for a combined total of no less than 30 hours per week to be exempt from a work requirement. The combined total duration for all Educational and Work-Related Activities shall not exceed 48 months.

LEASEHOLDERS EXEMPTED FROM EMPLOYMENT CLAUSE OF THIS AGREEMENT
The following categories of leaseholders will be exempt from the employment requirement of this Agreement.

Leaseholders who are:

C) 62 years of age or older;
D) Blind or disabled (as defined under section 216(I)(I) or 1614 of the Social Security Act) and who are unable to comply with this section, or are primary caretakers of such individuals;

In order to claim status as an exempt person, the Leaseholder must:

C) Request in writing from the Landlord, an exemption;
D) Provide Landlord with third party verification that leaseholder is a member of an above-listed exempt category.

Disabled Leaseholders under 62 unless exempt are required to perform 8 hours of community service per month as per MHA community service requirement.

The Landlord and Leaseholder agree to the following:

TERMS AND CONDITIONS OF PRE-OCCUPANCY AND CONTINUED OCCUPANCY

9. All Leaseholders of a MHA development, regardless of employment status, age, or disability, are required to participate in case management as provided by MHA.

10. All Leaseholders must enroll in the MHA sponsored case management program. (The provider of this program is hereby referred to as "Case Management Provider"). All Leaseholders must:

    e. participate in a personal assessment process conducted by the Case Management Provider; and

    f. collaborate with the case management provider to develop a Family Action Plan aka (Individual Development Plan). The Family Action Plan aka (Individual Development Plan) will identify a set of specific goals, tasks and programs to be undertaken by the Leaseholder and will be based on the aforementioned assessment; and

    g. adhere to the action strategies identified in the Family Action Plan aka (Individual Development Plan), which may be revised or updated periodically; and

    h. attend regular meetings with the Case Management Provider as scheduled during the term of the Family Action Plan aka (Individual Development Plan) and participate in activities prescribed by the Case Management Provider that are oriented toward the attainment and retention of employment.

11. To remain in occupancy, the Leaseholder shall either (a) remain employed for a minimum of 20 hours per week *and* be in compliance with his/her Family Action Plan aka (Individual

Development Plan) ; or (b) be engaged in Educational or Work-Related Activity *and* be in compliance with his/her Family Action Plan aka (Individual Development Plan) .

12. Change in Employment. The Leaseholder may only be employed for less than 20 hours per week for up to 90 cumulative days per year (unless the Leaseholder's Family Action Plan aka (Individual Development Plan) stipulates otherwise per engagement in an approved Educational or Work-Related Activity). Upon loss of job or reduction of hours, Leaseholder shall notify Landlord and Case Manager of loss or reduction of employment <u>within 10 days</u>. Upon such notification to Landlord, the 90-day clock begins.

    a) In any one-year period, if after 90 cumulative days of employment of less than 20 hours per week (where Leaseholder is not involved in an Educational or Work-Related Activity as stipulated in the Family Action Plan) aka (Individual Development Plan), the Leaseholder is not in compliance with his/her Family Action Plan aka (Individual Development Plan). As of the 91st day, Leaseholder will be deemed to be in non-compliance with the Lease and Landlord will send the Leaseholder a notice of termination proceedings in accordance with the Lease. Additional information regarding the termination proceedings may be found in the Admissions and Continued Occupancy Plan located in the management office at the development. In this circumstance, the Leaseholder may request a single, 30-day extension from the Landlord. This 30-day extension will only be granted if the Leaseholder can demonstrate to the Landlord that there are extenuating circumstances for (1) continuing to work less than 20 hours per week beyond 90 days or (2) continuing the Educational or Work-Related Activity beyond the 48-month cap. If the 30-day extension is not granted, the Landlord will continue with the eviction proceedings.

    b) The Leaseholder is not in compliance with this Agreement, Leaseholder will be evicted.

13. If any part of this Self-Reliance Agreement is in conflict with the terms of the Residential Lease Agreement, the terms of Lease shall prevail.

14. To be eligible for occupancy of a public housing unit at a HOPE VI/Mixed-Finance site, the resident understands and agrees that the right of return is subject to compliance with the Lease, Quality Housing Work and Responsibility Act (QHWRA) requirements, federal, state or local rules, regulations, laws or policies inclusive of, but not limited to the following:

    a. Past performance in meeting financial obligations, especially rent/excess utilities;
    b. A record of disturbance of neighbors, destruction of property (including a finding that the resident has contributed to a fire within a unit), conduct that adversely affects the health, safety or welfare of other residents, or cause damage to the unit or development;
    c. Involvement in criminal activity on the part of the above resident's family member that would adversely affect the health, safety or welfare of other tenants;
    d. A record of eviction from housing or termination from residential programs (considering relevant circumstances);
    e. A resident's ability and willingness to comply with the terms of the MHA lease;
    f. A resident's misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent;
    g. A record or history of inability to meet reasonable housekeeping standards or prior lease violations related to housekeeping;
    h. In the case of properties with tenant-paid utilities, the ability of the resident to get utilities turned on in the name of the head of household. (**Will require a utility verification**);
    i. The resident's employment status, record of community/volunteer services; engagement in a work-related activity, participation in a self-reliance or other educational program unless otherwise limited by virtue of age, medical condition or disability.

15. Notwithstanding the foregoing, Memphis Housing Authority at its discretion, reserves the right to revise, modify, suspend provisions of this agreement, if in its judgment unforeseen circumstances arise which necessitate said action. Exceptions or waivers will be considered and/or reviewed, by the MHA Interdisciplinary Review Committee (IRC), upon written request from the tenant to the property management office.

BY SIGNATURE, THE LEASEHOLDER AND LANDLORD AGREE TO THE REQUIREMENTS OF THIS ECONOMIC SELF-RELIANCE AGREEMENT.

LEASEHOLDER:

By:_____

Name:_____

Date: _____

LANDLORD:

By: _____

Name: _____

Title: _____

Date:_____

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ADMINISTRATIVE PLAN

FOR THE HOUSING CHOICE VOUCHER PROGRAM

OF

The Memphis Housing Authority

Updated: March 2008

Prepared by:

Quadel Consulting Corporation
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I. Introduction

The purpose of the Administrative Plan is to establish policies for the Housing Choice Voucher Program.

The Memphis Housing Authority Board, upon recommendation by MHA, will approve changes to the Plan. MHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by MHA. If such changes conflict with this Plan, HUD regulations will have precedence.

The policies set forth in this Plan are based on current regulations in effect. If there are conflicts between this Plan and language in an owner's Housing Assistance Payments contract, the language in the HAP contract will prevail.

II. Statement of Program Approach and Objectives

MHA administers the Housing Choice Voucher Program in the city of Memphis and Shelby County, Tennessee. The primary objective of MHA's programs is to provide decent, safe, sanitary and affordable rental housing for low income households and to provide these households with housing choices and the opportunity to move outside areas with a concentration of low income households.

III. Fair Housing and Nondiscrimination Policy

MHA affirmatively furthers Fair Housing in the administration of the program by complying fully with all federal, state and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunities in housing and employment. MHA does not discriminate against any applicant or participant because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status or presence of children in a household; nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. MHA does not deny to any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets program requirements.

MHA is fully committed to providing reasonable accommodations to applicants and participants with handicaps and/or disabilities.

MHA provides Voucher holders information on federal, state and local laws regarding housing discrimination and any recourse available. Such information will be made available as part of the briefing session, and all applicable Fair Housing Information and Discrimination complaint forms will be made part of the Voucher holders' packet. MHA will provide referrals and information to applicants and participants about local organizations that provide assistance in filing discrimination complaints.

IV. Description of Program

Housing Choice Vouchers provide subsidies to low income persons and freedom of choice to enable them to rent affordable, decent, safe and sanitary housing in the private rental market. In order to receive assistance in a particular unit, the family, owner and unit must meet the requirements established by HUD regulation and those specified in this Plan.

V. Homeless/Special Needs Set-Aside Program

In response to local needs, MHA may set-aside twenty-five Housing Choice Vouchers annually to be used by homeless and/or special needs families who are referred by an approved local service provider. Eligible families may only be referred to MHA by an approved service provider that has been awarded funding by the City of Memphis Department of Housing and Community Development (HCD) Department. To qualify, families must have successfully completed an approved transitional housing and or supportive service plan as certified by the referring agency and commit to receiving on-going, stabilizing supportive services.

VI General Administration

A. Program Outreach

Outreach to Families

MHA reserves the right to open or close the waiting list based on the supply of applicants. The waiting list will be closed when there are not enough Housing Choice Voucher subsidies to assist all the applicants in a reasonable period of time, such as one or two years. When MHA determines that additional applicants are needed, the waiting list will be opened and a public advertisement and notice will be posted.

To reach people from all backgrounds, MHA will advertise through a wide variety of sources including local and State newspapers, minority media, minority civic clubs, places of worship, service agencies and broadcast media. An effort will also be made to notify elected officials, government agencies and agencies which specifically address the needs of individuals with disabilities. MHA will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached.

All notices and advertisements announcing the opening of the waiting list will include:

- The dates the list will be open;
- The office hours and location where applications are available and will be accepted;
- The availability of Housing Choice Vouchers;
- Eligibility guidelines;
- Preferences and methodology for the selection of applicants; and
- Any limitations which may apply.

Homeless/Special Needs Set-Aside Program

Specific eligibility information regarding the Special Needs set-aside program will be made available to all local service providers when vouchers are set-aside.

Outreach to Property Owners

Outreach to property owners will be conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. MHA will notify and provide program information to local realtors, agents, apartment associations and any interested landlords. MHA staff will be available to make presentations about the Housing Choice Voucher Program to these groups. In addition, printed materials that describe the program requirements and opportunities for property owners will be made available. MHA maintains a list of interested property owners and units available for the Housing Choice Voucher Program. As inquiries from prospective new property owners are received, staff records the necessary information about units and makes it available to prospective tenants upon request.

MHA will make a concerted effort to contact and encourage local property owners with units specially designed or adapted for persons with disabilities, and those who may be willing to adapt units, to participate in the program. Notices shall be sent to landlords presently participating, landlords that have participated in the past, local real estate agencies and to local social service agencies that specifically address the needs of handicapped clientele.

Whenever a local property owner makes a unit available for the program, MHA shall inquire as to whether the unit is handicap accessible and the extent of accessibility.

B. Pre-application and Application

MHA will accept pre-applications for the Housing Choice Voucher Program when the waiting list is open. The waiting list will be open for a specified time-period (no less than two weeks) which will be listed on any advertisement or notification of MHA's open waiting list. Completed

pre-applications must be submitted to the Memphis Housing Authority at a specifically identified post office box or address. MHA reserves the right to accept applications electronically via the internet or other automated system as deemed appropriate**.** The date of application is the date the application is postmarked or submitted electronically. Only those pre-applications received by the due date as indicated by a postmark or other appropriate electronic submission verification tool during the time-period specified by MHA will be accepted as eligible pre-applications.

MHA will not deny anyone the right to submit a pre-application when the waiting list is open. Accommodations will be made for interested, disabled applicants. All applicant households will be offered the opportunity to apply for public housing, if the waiting list is open.

MHA will review all pre-applications submitted to determine whether the applicant household is obviously ineligible, and whether the pre-application is fully complete. All fully complete pre-applications submitted by persons who are not obviously ineligible, will be placed on a list which will be used to create the waiting list for assistance. Duplicate applications will be removed, so that each applicant has only one opportunity to be selected in the lottery. Applicants who have not completed their applications will not be placed on the list for selection in the lottery.

Applicants who submit pre-application forms after the closing date for submission will not be placed on the list for selection in the lottery.

Any applicant, who will not have an opportunity to be selected in the lottery (as described above), will be sent a written notice explaining this and the reason why their application will not be part of the lottery.

Once the list of all applicants has been created, families will be selected for the waiting list based upon a computerized random selection process (lottery). The waiting list will consist of the pre-determined number of families to be selected, in order based upon the random selection sequence of their applications. Lottery numbers will be assigned based on the sequential order and as assistance is available. Families will be selected from the waiting list in numeric order, based on a family's assigned sequential number. When a family is selected from the waiting list, the family will be required to submit a full application and documentation 60 days prior to the availability of housing assistance to determine eligibility. The information on the application will be verified by MHA.

At the time families are invited to complete a full application form, information provided will be verified by MHA, based on the criteria described in Section IV. C. of this Plan. Families that do not meet the income limits or do not provide the appropriate information will be determined ineligible.

C. Determination of Eligibility

Eligibility Criteria

In order to receive housing assistance, the applicant must meet the following eligibility criteria:

1. Provide Social Security Number or Certify To Not Having One

Prior to admission, families are required to provide Social Security Numbers and documentation for all members age six (6) and older. Family members, who cannot provide a Social Security Number, must certify that they do not have one. (Guardians or another adult must certify for children under the age of 18.)

2. Income Targeting to Extremely Low Income Families

In accordance with law passed by Congress in 1998, beginning in FY1999 and in each MHA fiscal year thereafter, not less than 75 percent of new admissions to the Housing Choice Voucher Program must have incomes at or below 30 percent of the median income for the Memphis MSA. MHA will monitor the new admissions on a quarterly basis to verify that this requirement is achieved and, if warranted, adjust the selection of new admissions to ensure compliance. In order to comply with the law, MHA may be required to skip over a higher income applicant on the waiting list in order to assist an applicant of extremely low income. If an applicant is skipped over, they will retain their original lottery number and be the first applicant offered an opportunity for assistance after the extremely low-income targeting requirement has been met.

3. Income Limits

For the Housing Choice Voucher program, at the time of admission, a family's annual income must not exceed the Very Low Income Limit published in the Federal Register for the Memphis Metropolitan Statistical Area.

Under limited circumstances, HUD rules allow admission of low-income families. These limited circumstances include:

- When a family qualifies as continuously assisted under the 1937 Housing Act. Families are considered to be continuously assisted if they were previously assisted in subsidized housing under the 1937 Housing Act within 90 days prior to issuance of a Voucher (e.g., in Public Housing);

- When a family is physically displaced by rental rehabilitation activity;

- When a non-purchasing household resides in a HOPE 1 (public and Indian homeownership) or HOPE 2 (multifamily homeownership) project;

- When a non-purchasing household resides in a HUD assisted multifamily project subject to a resident homeownership program under the Code of Federal Regulations Title 24 part 248.173; or

- When a family is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract.

Need for Assistance

Housing Choice Vouchers. Thirty percent (30%) of the family's monthly-adjusted income may not equal or exceed the Payment Standard for the unit size the family has been assigned by MHA using the standards described in this Plan.

Required Citizenship or Eligible Immigration Status

Every member of the applicant or tenant household must submit the required documentation. For family members claiming citizenship, the only requirement is to sign a declaration of citizenship. For family members claiming eligible immigration status, HUD requires that the family members sign a declaration of eligible immigration status and provide an original of the appropriate documentation. MHA will review the original document, copy it and retain a copy in the applicant/tenant file.

All adults in the household claiming eligible status must sign a verification consent form. The head of household must sign declarations on behalf of minors. MHA will then independently verify this status with INS. (See IV. AA. for more detailed information.)

Criminal Background Checks and Denial/Termination of Assistance

MHA conducts a criminal background for a period of three years preceding consideration for admission on all applicant family members 17 years of age and older MHA will deny admission to any applicant households with one or more members who, within the five years preceding consideration for admission, has been evicted from federally assisted housing for drug-related criminal activity.

MHA also will deny admission and may terminate assistance at any time under the following circumstances:

1. Any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

2. Any household member has been convicted of other drug-related or violent criminal activity within the past three years.

3. Any household member is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household member is known to have lived.

4. MHA has reasonable cause to believe that a household member's use of illegal drugs or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.

5. MHA has reasonable cause to believe that a household member has engaged, within the past two years, in any other criminal activity that may threaten the health or safety of the owner, property management staff or MHA employees or their contractors and agents.

MHA will use the date that the applicant completed any related sentence to evaluate eligibility. The applicant must have completed serving any related sentence, including applicable parole or probation period, three years prior to admission.

In determining whether to deny or terminate assistance, MHA may take such action if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

Extenuating circumstances, such as current or past participation in a rehab program, will be considered before final withdrawal of the applicant or termination of assistance. If MHA uses a criminal record report as the basis to deny or terminate assistance, MHA will provide the applicant/tenant with a copy of the criminal record, if requested, and give the family an opportunity to dispute the record.

Homeless Set-Aside Program

Families admitted into the Homeless Set-Aside program must meet all regular admissions and eligibility criteria.

Subsidy Standards

The following standards are used for assignment of the appropriate bedroom size on the Voucher.

Number of Bedrooms	Number of Persons	
	Min	Max
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

The intent of HUD requirements is that the smallest appropriate bedroom size be assigned to participant families without overcrowding. MHA does not limit or restrict which family members may share bedrooms. However, as required by HUD, when determining unit size, MHA will attempt to meet HUD's intent and apply the following guidelines. As a general rule, MHA will issue one bedroom for the HOH and spouse in the household and one bedroom for every two persons thereafter. MHA will use the following standards as additional guidance in determining the appropriate bedroom size for any given family:

1. Adults of the opposite sex (other than spouses or cohabitants), and unrelated adults may occupy separate bedrooms.

2. Two minor children of the same sex, regardless of age difference, are required to share one bedroom. Children under the age of three may not be awarded their own bedroom except in cases involving a reasonable accommodation

3. Minor children of the opposite sex may occupy separate bedrooms.

4. Unborn children will be included in the size of the household.

5. A minor child, who is temporarily away from the home because of placement in foster care, is considered a member of the family in determining the family unit size.

6. MHA approves live-in aides to reside in the unit and be provided a separate bedroom as a reasonable accommodation for a family consisting of one or more elderly or disabled persons. However, MHA may deny or withdraw such approval at any time if the live-in

aide: (1) commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) fails to pass a criminal background check for drug-related or violent criminal activity, or; (3) owes rent or other amounts to MHA or another PHA in connection with the Housing Choice Voucher Program or public housing assistance under the 1937 Act. Only one bedroom will be awarded for the live-in aide and any family members of the live-in aide.

7. Space will be provided for a family member who is away at school but who lives with the family during school recesses.

8. MHA may assign a larger unit than permitted, using the above standards, if an individual with a handicap and/or a medical need requests a reasonable accommodation and provides documentation of need from a physician.

9. Families will not be required to use rooms other than bedrooms for sleeping purposes in the Voucher size determination.

Families may choose to rent larger or smaller units than listed on the Voucher as long as the rent reasonableness and Housing Quality Standards (HQS) requirements are met. However the subsidy will always be based upon the smallest of the size unit rented, or the unit size listed on the family's voucher.

HQS requirements permit a maximum of two persons per living or sleeping room in the units.

D. Selection from the Waiting List

General Waiting List Order

Applicants are placed on the waiting list in sequential, numeric order as determined in the randomly assigned method described in Section IV. B of this plan.

The waiting list is generally closed with the exception of the open applications periods that will be publicly advertised. The list remains open for persons qualifying for the preference for public housing resident described below.

MHA Public Housing Resident Preference

MHA will give preference in admission to MHA public housing residents who are required to relocate due to one of the following conditions:

- As a resident of public housing, the family is living in a unit that has been identified as hazardous to the family because the family has one or more children under the age of six with an Environmental Intervention Blood Lead Level, as defined by 24 CFR Part 35; or, there is a presence of other serious environmental hazards that affect the family's health or safety. The preference may be given if there are no lead-free units available in any other public housing development.

- Families (including single persons) who are currently residing in public housing units and who will be displaced by demolition, disposition, rehabilitation, or vacancy consolidation.

Families applying for assistance will be provided with a description of the Public Housing Resident Preference. They will also be required to provide verification from the MHA Occupancy Department. Before an applicant can receive a voucher, MHA must have verified the preferences claimed. If no verification is provided by the MHA Occupancy Department, the applicant will be returned to the waiting list.

Preference for Families Impacted by a Condemnation Order Initiated by the City of Memphis Code Enforcement Division.

MHA will provide a preference for very low-income families who will lose their home as a result of a Condemnation Order issued by the City of Memphis. To qualify for this preference, affected families are not required to be an applicant on the waiting list however, the family must meet other eligibility criteria: the very-low income guideline, citizenship/eligible immigrant status own and live in the property scheduled for condemnation and meet criminal background requirements.

Waiting List Update

It is the primary responsibility of each applicant to ensure that MHA has the most recent and current information in order to be contacted when either the applicant's name nears the top of the list or when MHA performs a waiting list update. Under limited circumstances, MHA will approve reinstatement of a withdrawn applicant for one of the following reasons:

1. The applicant submitted a change of address to MHA prior to the notice being mailed by MHA and the information did not get updated in the waiting list database;

2. During the time of any waiting list update or, at the time of notification for an interview, the applicant could not respond. For example, the applicant was incapacitated due to hospitalization or was unavailable due to active participation on Jury Duty;

3. As a result of a data entry error, the MHA computer system incorrectly recorded the address of the applicant; and, therefore, the applicant was improperly withdrawn from the waiting list for failure to respond to a MHA notice; or

4. The applicant is a person with a disability who requires an alternative form of communication other than one normally used by MHA, and the applicant informed MHA, in advance, of the proper means of communication, as required by regulations.

5. In order to be considered for reinstatement, applicants must provide documentation acceptable to MHA proving that they share no burden in the failure to respond to a waiting list update or notification for interview.

When MHA decides to update the Housing Choice Voucher waiting list, it will mail notices to the applicants on the waiting list requesting updated information. The intent of the mailing is also to determine whether the applicant is still interested in the Housing Choice Voucher

Program. The applicant will be required to respond to the request for information within a specified time period. Each update notice will inform the applicant that, if they do not respond within the specified time period, the family will be withdrawn from the waiting list and will be given the opportunity for an informal review to dispute the withdrawal from the waiting list. The informal review process is described in Section IV. Y.

If the applicant fails to respond to MHA's request for updated information, or, any notice is returned to MHA as undeliverable, the applicant's name will be withdrawn from the waiting list.

Special Admissions

Some applicant households will be admitted to MHA's Housing Choice Voucher Program without ever being on the waiting list or without considering the applicant's place on the waiting list. This may occur when HUD has awarded funding to MHA for a targeted group of households living in specified units. This HUD-targeted funding may include, but is not limited to:

- Families displaced because of demolition or disposition of a public or Indian housing development;
- Families residing in a multifamily rental housing development when HUD sells, forecloses or demolishes the development;
- Housing covered by the Low Income Preservation and Resident Homeownership Act of 1990;
- Non-purchasing families residing in a development subject to a homeownership program;
- Families displaced because of a mortgage prepayment or voluntary termination of a mortgage insurance contract;
- Families residing in a development covered by a project-based Housing Choice Voucher HAP contract at or near the end of the HAP contract term;
- Non-purchasing families residing in a HOPE 1 or HOPE 2 development;
- Over a 12-month period, families who are active participants in a Witness Protection Program and who are in need of assistance to move and ensure their continued protection, may be referred to MHA by either a Federal or State Law Enforcement Agency. Each referral must include certification by the Law Enforcement Agency that the family is a victim and/or witness of a violent crime and in a life-threatening situation. MHA will take all appropriate steps to maintain the confidentiality of each referral.

E. Family Choice of Housing and Housing Type

Generally, MHA does not offer special housing types as an option to Housing Choice Voucher families. However, MHA will not deny a family (with a disabled member) the right to use any of the following special types of housing in accordance with the program requirements: Single Room Occupancy; congregate housing; group home; shared housing or cooperative housing only if needed as a reasonable accommodation for persons with disabilities.

F. Verification of Eligibility and Preference

At the time of initial eligibility determination and reexamination, applicants and participants will be required to certify to all information they provide to MHA and to sign verification forms permitting the release of information from verifying agencies, including the Authorization to Release Information/Privacy Act Notice form which is a general release form. Documentation of all verifications will be placed in the applicant/participant file. Family income and assets and all factors related to eligibility must be verified, including preference for assistance as described in Section IV. D. of this plan. Verifications must be completed before an applicant will be issued a Voucher.

MHA will rely primarily on Upfront Income Verification (UIV) tools and third party verification tools to verify income and other eligibility factors. This will include obtaining income data directly from electronic sources such as the HUD Tenant Accounting Sub System (TASS), Enterprise Income Verification (EIV) system and the ACCENT system which provides access to records held by the Tennessee Department of Human Services. No adverse action will be taken against an applicant or participant without independent verification of the information obtain through a UIV system.

To obtain third-party verification, MHA will mail or fax forms directly to the third party verification source and have them return the information back to MHA. Oral verification with the third party by phone will be obtained when efforts to obtain written verification have been unsuccessful. If third party verification is not possible, MHA will review documents brought in by applicants/current participants. If there are no documents, MHA may use a notarized applicant certification for verification.

In all cases, the highest level of verification, as outlined in HUD regulations, will be attempted before moving on to another verification method.

G. Notification of Ineligibility

Ineligible families will be notified by mail and given the reason for the determination, with an opportunity to request an informal review. Reasons why a family may be determined ineligible or denied assistance are included in Section IV. C. and Section IV. W. respectively.

H. Computation of Total Tenant Payment and Determination of Rent

Once verification is complete, MHA will compute Annual and Adjusted Income and Total Tenant Payment in accordance with 24 CFR Part 5.

Calculation of Total Tenant Payment, Family Share and Family Rent to Owner

Total Tenant Payment will be calculated using the greater of: a) 30% of the family's adjusted monthly income; b) 10% of the gross monthly family income; or c) the MHA minimum rent of $50. Family Share and Rent to Owner is calculated only after the family finds a unit, and is calculated as the difference between the lesser of the Payment Standard or Gross Rent for the unit and the family's Total Tenant Payment.

Minimum Rent

MHA has adopted a minimum rent for the program of $50. It is used as determined when applying the formula to calculate Total Tenant Payment as described above.

Minimum Rent Hardship Exemption

MHA will grant an exemption from application of the minimum monthly rent to any family making a proper request, in writing, that it is unable to pay the monthly minimum rent because of financial hardship, which includes:

- The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationalization Act, who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;

- Family income has decreased because of changed circumstance, including loss of employment;

- A death in the family that affects the family circumstances; or

- Other circumstances as determined by MHA on a case-by-case basis.

If a family requests a hardship exemption, MHA will suspend the minimum rent charge and adjust the HAP payment effective on the first of the month following the change in the family's circumstances. The family must provide documentation of the hardship. MHA will determine if the hardship is temporary or long term.

If the hardship is determined to be temporary, the minimum rent will be suspended for a period of ninety (90) days from the date of the family's request. At the end of the 90-day period, the minimum rent will be reinstated retroactively to the date of suspension. MHA will offer to execute a reasonable repayment agreement to cover the minimum rent charges accumulated during the suspension period. If MHA determines that the hardship is long term, the exemption will be applied so long as the hardship continues. Hardship determinations are subject to MHA's informal hearing process.

Determination of Rent

The Housing Choice Voucher subsidy is based on the established Payment Standard that reflects the cost to lease a unit in the area. If the gross rent (contract rent, plus utilities) is less than the Payment Standard, the family pays the Total Tenant Payment ("TTP"). If the gross rent exceeds the Payment Standard, the family pays the TTP plus the amount by which the gross rent exceeds the Payment Standard.

Once the unit is selected, the family's portion of the rent is calculated as the difference between the gross rent and the lesser of the Payment Standard for the voucher size issued, or the unit size selected by the family.

At admission or transfer to a new unit, families are prohibited from paying more than 40% of their monthly adjusted income for rent when the gross rent exceeds the payment standard.

Payment Standard

MHA establishes payment standards based upon the HUD published Fair Market Rents for the Memphis Metropolitan Statistical area. The Fair Market Rent published by HUD is based upon the 40th percentile of rents charged to recent movers (within prior two-year period) in the private rental market. The MHA payment standard is based on a "basic range," which is between 90% to 110% of the 40th percentile FMR. MHA reviews payment standards annually, at the time new Fair Market Rents are published. MHA will revise the payment standards as necessary to ensure that families are able to find and lease a variety of units in a variety of neighborhoods with the maximum subsidy permitted by use of the payment standard in effect.

At the time the payment standard analysis is conducted each year, MHA will determine the number of currently assisted families paying more than 40% of income for rent, and will base the determination of payment standard adjustment on that information. If more than 10% of currently assisted households are paying more than 40% of income for rent, MHA will increase the payment standard to an amount within the basic range that will result in no more than 10% of families paying more than 40% of income for rent.

MHA will also review market data to ensure that the Payment Standard provides a subsidy adequate to enable families to lease units in neighborhoods that are not traditionally entered by Section 8 families.

Additional Adjustments to the Payment Standard

At least annually, MHA will review its payment standard to determine if an adjustment is needed for some or all units. In determining if an adjustment is appropriate, MHA will consider: assisted families' rent burdens, availability of suitable vacant units with rents below the payment standard, size and quality of units selected and/or the leasing success rate.

Utility Allowance

The utility allowance used is based on the actual size of the unit the family selects regardless of the size authorized on the family's Voucher. The Utility Allowance Schedule will be reviewed on an annual basis and adjusted as needed.

Any allowance for utilities will be deducted from the Total Tenant Payment to determine the Family Rent to Owner. Where the Utility Allowance exceeds the Total Tenant Payment, the tenant will pay $0 rent and the difference between the utility allowance and the Total Tenant Payment will be issued in the form of a two party check to the tenant and Memphis, Light, Gas and Water as a Utility Reimbursement towards utilities.

As a reasonable accommodation for families with a disabled household member, MHA will approve a utility allowance that is higher than the applicable amount on the utility allowance schedule.

I. Housing Choice Voucher Issuance and Briefing

All eligible applicants (based on full and complete verification) are required to attend a briefing before a Voucher is issued. The briefings may be group or individual meetings. The Voucher will be issued during the briefing session.

Briefing Packet

Each family will receive a briefing packet containing, but not limited to, the following:

1. The term of the Voucher;

2. A description of MHA's policy on granting extensions or suspensions of term and how a family can request extensions;

3. Information on computing the Housing Assistance Payment;

4. Information on the Payment Standard and MHA's Utility Allowance Schedule;

5. How MHA determines the maximum rent for an assisted unit;

6. What the family should consider in deciding whether to lease a unit such as unit condition, reasonableness of rent, cost of tenant-paid utilities, whether the unit is energy efficient, and location of unit to public transportation, employment, schools and shopping;

7. Where the family may lease a unit using portability and how portability works;

8. HUD required tenancy addendum;

9. Request for Tenancy Approval and the process of obtaining an inspection;

10. MHA's policy on providing information to prospective landlords;

11. MHA's subsidy standards including any exception to these standards;

12. HUD brochure on selecting a unit;

13. Information on Upfront Income Verification (UIV) tools used to verify income;

14. HUD brochure, *Protect Your Family From Lead in the Home*;

15. Fair Housing Brochure and information, (HUD-903) and a Discrimination Complaint Form (HUD-903a);

16. List of landlords or real estate agents who may be willing to lease a unit or may be able to help the family locate a unit;

17. Notice that if the family includes a disabled person, the family may request a current listing of accessible units, known to MHA, that may be available;

18. Family program obligations;

19. Grounds under which MHA may terminate the family's assistance;

20. Informal hearing and review process and how to request a hearing;

21. A Voucher showing the bedroom size; and

22. Other items as MHA may determine.

Briefing Session

The briefing will cover the information in the packet and discuss the following topics:

1. Family, Owner and MHA Responsibilities under the Lease and Contract

2. Expiration and Extension of the Voucher

3. A description of the general location and characteristics of neighborhoods in Shelby County

4. Tips on Where to Look for Housing

   Sources of information on available units (e.g., newspapers, community bulletin boards) should be obtained. MHA will also provide a list of owners who have indicated a willingness to participate in the Housing Choice Voucher Program. Families will also be advised to maintain contact with the Housing Choice Voucher staff.

5. Housing Quality Standards

   HQS, rent reasonableness and procedures for inspections will be addressed. Housing quality standards to be used are described in 24 CFR 982.401.

6. Encouragement to consider all neighborhoods within Shelby County when searching for a unit. MHA will provide information on portability of the Voucher and its use to move out of areas of high poverty concentration.

7. Landlord-Tenant Laws and Federal, State and Local Fair Housing Laws

   The participants' fair housing rights and what to do if discrimination is encountered will be discussed. In cases where discrimination is suspected, MHA will advise and assist the family to file a discrimination complaint with the Department of Housing and Urban Development.

8. Assistance to Elderly and Individuals with Disabilities

   Additional assistance that is available for persons with disabilities or elderly households will be described. Housing Choice Voucher staff will provide as much assistance as possible and refer participants to social service agencies as needed.

9. Calculations/Explanation of Total Tenant Payment, HAP, Maximum Subsidy, Utility Allowances, and Utility Reimbursements

   The applicable Payment Standard and Utility Allowance will be discussed as well as calculation of Total Tenant Payment, Family Share, Family Rent to Owner, Housing Assistance Payment, Maximum Subsidy and Utility Reimbursement. Allowances will also be explained.

10. Information Provided to Prospective Landlords about Participants

J. Housing Choice Voucher Term and Suspension (Tolling) Policy

Each Housing Choice Voucher recipient will be given a maximum of **60 days** (excluding any tolling time) to look for a unit. Extensions, not to exceed a maximum additional period of 60 days, are permissible at the sole discretion of MHA.

Extensions of search time will only be permitted for the following reasons:

- The family has a medical condition or handicap, which makes locating an accessible unit difficult;
- The family has three or more minors; or
- There is evidence of the family's search for a unit in a low-poverty area (such as submission of a Request for Tenancy Approval for a unit in a low-poverty area).

- There is evidence that a family has experienced discrimination due to their voucher holder status. The incident must be reported to the Memphis Fair Housing Center. To qualify for an extension, the family must obtain a written account of the discrimination to MFHC and evidence that they continued to search for housing. MHA will verify all requests with MFHC. Requests for extension under this category must be reviewed and approved by a Supervisor.

If a Voucher is about to expire, a family must submit a written request for an extension to MHA. The request must be submitted no later than five days **prior to** the expiration date. MHA will review the circumstances and determine whether an extension may be granted. MHA will provide to the family written documentation of any extension of search time.

Tolling

In situations where a selected unit has been disapproved by MHA, the Authority will suspend the day count (term) of the Voucher as of the date the family submitted a Request for Tenancy Approval. The term will resume, beginning with the date the family is notified of the disapproval, and will continue for the number days remaining on the voucher at the time family submitted a Request for Tenancy Approval.

If the family has not found a unit within the maximum term allotted, with any extensions, the Voucher will expire and the family will be removed from the waiting list. Families seeking another opportunity for assistance must reapply to the program upon the reopening of the waiting list.

K. Information Provided to Prospective Landlords About Participants

Upon written request, MHA will provide the current address and, if known, name and address of owner at participant's current and prior address to prospective landlords. MHA conducts a criminal background check on all applicant household members who are at least 17 years of age. MHA will inform all property owners interested in participating in the Housing Choice Voucher Program that tenant screening for payment and other lease compliance behavior is the owner's responsibility, and is not performed by MHA.

L. Security Deposits

The property owner may collect a security deposit. The owner determines the amount of the deposit in accordance with local practices. MHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.

M. Portability

The portability feature allows a participating Voucher family to move from one jurisdiction to another with continued assistance. Voucher holders may move anywhere there is a Housing Agency that administers a tenant-based program. Families that are new admissions to the HCV program must meet the income eligibility requirements in the areas where the family initially leased a unit with assistance. Participant families must also meet the income eligibility

requirements in the area to which the family plans to move. In this case, the family is considered "continuously assisted" and the Low Income Limit is used to determine eligibility. Families are informed of these requirements in the briefing session.

A family, in which the head of household or spouse of the family lived within the city of Memphis or Shelby County on the date of application, is eligible for portability at the time a Voucher is issued. Other families must first lease a unit within MHA's jurisdiction for 12 months before becoming eligible for portability, unless the receiving PHA mutually agrees to accept the outgoing family.

MHA does not permit families to move during the initial lease term under portability procedures.

Per the requirements of the 2005 Violence Against Women Act (VAWA), a family may move under MHA's portability policy in violation of the lease if:

- The family has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking, and who reasonably believed he or she was imminently threatened if he or she remained in the assisted dwelling unit;

- The family has complied with all other obligations of the voucher program; and

- The only basis for denial of portability is that the family is violating the lease agreement.

The victim of the actual or threatened violence or stalking must complete the HUD Certification of Domestic Violence, Dating Violence or Stalking or provide documentation in lieu of the certification within 14 business days of receiving the written request for this certification from MHA. (See also Tenancy Protections for Victims of Abuse Under the Violence Against Women Act (VAWA), under Section O, Lease Requirements and Contract Execution). If the family member has not provided the requested certification by the 14th business day or any extension of the date provided by MHA, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively "domestic violence") will apply.

Families must notify MHA in writing when they want to move using the portability feature. When a family notifies MHA that it wants to move under the portability procedures, MHA will contact the receiving Housing Authority. MHA will confirm the following to the receiving HA:

- The family is eligible for assistance, (i.e., meets the requirements of MHA); and

- A Voucher has been issued to the family.

MHA will always participate in assisting clients who wish to exercise portability. To the greatest extent possible, MHA will absorb Voucher holder families moving into Shelby County from other jurisdictions. MHA will administer assistance to such families on behalf of an initial HA

when the MHA program utilization rate is 100% or the cost of absorbing the contract is prohibitive within the HUD approved budget

MHA will encourage and request other Housing Authorities to absorb families who move out of the city of Memphis or Shelby County, but will fully cooperate if a Housing Authority wishes to administer MHA assistance.

N. Requirements for Lease Submission and Unit Approval

Voucher holders must submit a fully completed and executed Request for Tenancy Approval (RTA) and a copy of the owner's proposed lease **prior to** Voucher expiration. Once this information is submitted, MHA will review the landlord lease, determine rent reasonableness, inspect the unit and approve of the owner. If a RTA is delivered or received on the expiration date, the RTA will be accepted and the unit scheduled for inspection. If the unit subsequently fails after two inspections, the family will be provided with one day of tolling time as described in paragraph H. of this Section.

Landlord Lease

A lease between the owner and tenant shall be in a standard form used by the owner for other unassisted tenants. The initial lease term cannot be for less than one year. The terms and conditions of the lease shall be consistent with State and local laws.

Rent Reasonableness

Rent reasonableness will be determined for all new leases and rent increases. A reasonable rent to the owner is defined as a rent that is not more than rent charged for comparable units in the private, unassisted market and for comparable unassisted units. MHA will not approve a subsidized tenancy until a determination has been made that the initial rent to the owner is reasonable. The reasonableness of the rent requested by the owner will be determined by considering the following factors:

- Location;
- Quality;
- Size;
- Unit Type;
- Age of the Contract Unit;
- Amenities;
- Housing Services;
- Maintenance; and

- Utilities provided by the Owner in accordance with the Lease.

MHA maintains market survey information on rents for comparable units in the area. Market survey information that is more than 24 months old is not used for determining rent reasonableness.

If MHA determines that the amount of rent requested by the owner is not reasonable, a reasonable rent will be computed, and MHA staff will tender a counter-offer to the owner. Failure by the owner to lower the rent will result in disapproval of the unit for the program. If the unit is disapproved and the family's voucher has expired, tolling time will be added to the term of the voucher as described in paragraph H. of this Section

Inspection Standards

MHA adheres to Housing Quality Standards (HQS) standards as established in 24 CFR 982.401 to perform all required inspections. Interpretative guidance for HQS acceptability criteria is taken from Form HUD 52580-A dated 9/00, the HUD Housing Inspection Manual and MHA Inspection Policy and Procedure memoranda. Before any unit is approved under the Housing Choice Voucher Program, MHA requires compliance with HQS. Units must be inspected and pass HQS prior to approval of any lease, and at least annually thereafter. Inspections may also occur on other occasions, as warranted, such as in the case of a request for inspection by the owner or family.

Property owners/agents and families are encouraged to be present during an inspection of their unit(s) by MHA.

If at the initial inspection there are defects or deficiencies, which must be corrected to make the unit decent, safe and sanitary, the owner, will be advised by MHA of the work required. MHA will give the owner a specified date by which to complete the work. Before a contract is executed, any unit that fails must be reinspected to ascertain whether the necessary work has been performed. The unit must be approved as compliant with HQS before execution of the contract.

Proof of Ownership/ID

MHA will require all property owners who request to rent their units through the Section 8 program to provide proof of ownership the property parcel identification number and a W-9 form. Acceptable forms of ownership documentation include a deed,, property tax records and a HUD settlement statement (for transactions processed within the last 30 days of the date the HAP is to be executed). The owner must provide a minimum of one (1) document establishing ownership. MHA will compare the documentation provided by the property owner with information available on the Shelby County Tax Assessor, Shelby County Trustee, the Register's Office, and other local government websites, when available. In cases where the owner has elected to utilize the services of a property management company or has otherwise designated an agent to act on his/her behalf, MHA will request a copy of the management or agent agreement, a

statement from the owner identifying the individual/s authorized to execute HAP Contracts on his/her behalf in addition to proof of ownership documentation.

MHA may not enter into a Housing Assistance Payment contract for any property until ownership, and, if applicable, authorization to act on the owner(s) behalf, are clearly established. MHA reserves the right to request additional documentation as necessary.

Disapproval of Property Owner and/or Owner Participation

MHA will not approve a unit if the owner has a history or practice of failing to terminate tenancy in units assisted under Housing Choice Voucher or any other federally assisted housing program for activity by the tenant, any member of the tenant's household, a guest or another person under the control of any member of the household that:

1. Threatens the right to peaceful enjoyment of the premises by other residents;

2. Threatens the health or safety of other residents, of employees of the MHA, or of owner employees or other persons engaged in management of the housing;

3. 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

4. Engages in drug-related or violent criminal activity.

MHA will also deny or terminate owner participation for one or more of the following reasons:

1. The owner is debarred, suspended or subject to a limited denial of participation by HUD or is under restriction by the City of Memphis;

2. If directed by HUD because the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act;

3. If directed by HUD because a court or administrative agency has determined that the owner has violated the Fair Housing Act.

4. Acts in collusion with a recently debarred or suspended owner for the purpose of circumventing the debarment or suspension.

MHA, at its discretion, may deny participation to an owner if any one of the following conditions exists:

1. The owner has violated obligations under any Housing Choice Voucher HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);

2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;

3. The owner has engaged in drug-related criminal activity or any violent criminal activity.

4. 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;

5. The owner has a history or practice of renting units that fail to meet State or local housing codes;

6. The owner has not paid State or local real estate taxes, fines or assessments;

7. The owner threatens or is abusive towards MHA personnel; or

8. The owner(s) has not provided adequate proof of ownership.

The individual circumstances and seriousness of such conditions will be considered prior to disapproval of an owner.

If MHA determines that the owner and unit are acceptable, the assistance contract may be approved. If the unit cannot be approved, the owner and subsidy holder will be notified and provided with the reason and an opportunity to correct any deficiencies.

Property Owner or Landlord Suspension and Debarment

Property owners, landlords, and/or their designees, who commit fraud within the Section 8 program or knowingly violate the HAP Agreement may be suspended or debarred at the discretion of the Authority. It will be handled as an internal administrative matter of the Memphis Housing Authority

Contracts or HAP agreements shall not be entered into or awarded to debarred or suspended owners or landlords. A debarment by the Authority shall be for a period of six (6) years. Suspensions may be issued for any period from one (1) to five (5) years.

If an owner, landlord or their designee, is determined by the Authority to have committed an act or action justifying the sanction of suspension or debarment, the landlord shall be advised in writing by regular and certified mail of the reason for the determination.

The Owner or Landlord will have fifteen (15) days from the date the notice is mailed to appeal the determination to the Executive Director in writing by certified mail. Upon receipt of said notice the Executive Director will schedule a hearing for the owner before the Section Eight Hearing Panel or other designated review panel

The panel or review committee will within 15 working days from the date the appeal is heard render an advisory decision in writing to the Executive Director. The Executive Director may accept, reject or amend the decision of the Panel and will notify the Owner or Landlord within 10

days of his disposition of the matter. The Executive Director's disposition shall be final and binding upon the Agency and Owner.

Restriction on Renting to Relatives

Housing Choice Voucher recipients may not rent units which are owned by a close relative (defined as the parent, child, grandparent, grandchild, sister, or brother) of any member of the recipient's household. The exception to this rule is if the recipient household member has a disability and, renting from a close relative is determined to be a reasonable accommodation. This policy applies only to new admissions and transfers. The policy does not affect current participants who are leasing units from close relatives until they decide to move or unless the owner wishes to amend the lease or execute a new HAP Contract for the same unit. It also does not affect families at the time that their subsidy is converted to the Housing Choice Voucher so long as they remain in the same unit under the same lease agreement.

O. Lease Requirements and Contract Execution

After the unit passes inspection and the Contract Rent is approved, MHA will confirm the family composition and income and allowances with the family. Changes will be re-verified. The owner and tenant will provide MHA with a copy of the signed Lease.

Grounds for Lease Termination

Federal regulations require that the lease include the following as grounds for lease termination:

1. Drug-related criminal activity or violent criminal activity: engaged in on or near the premises by any tenant, household member or guest; or, engaged in on the premises for any other person under the tenant's control;

2. Illegal drug use or a pattern of illegal use of a drug that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

3. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises) and by persons residing in the immediate vicinity of the premises;

4. When it is determined the tenant is fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit crime that is a felony under the laws of the state from which the individual flees; and

5. When the tenant is violating a condition of probation or parole imposed by Federal or state law; any member of the family household is subject to a lifetime registration requirement under a State sex offender registration program in the state where the housing is located.

Tenancy Protections for Victims of Abuse Under the Violence Against Women Act (VAWA)

Per the requirements of the Violence Against Women and the Justice Department Reauthorization Act of 2005 (VAWA), and as incorporated into the HAP Contract and Tenancy Addendum, MHA and unit owners/managers shall not consider an incident or incidents of actual or threatened domestic violence, dating violence, or stalking as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy or occupancy rights if a member of the tenant's immediate family is the victim or threatened victim of that abuse.

If an assisted household member engages in criminal acts of physical violence against family members or others, MHA may terminate assistance to the offending household member, or an owner/manager may 'bifurcate" a lease, or otherwise remove the household member from the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict, or MHA to terminate assistance to any tenant under program guidelines if either party can demonstrate an "actual and imminent threat" to other tenants or persons employed at or providing services to the property.

An assisted family may receive a voucher and move in violation of the lease under MHA's portability policy if the family has complied with all other obligations of the voucher program and moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking, and who reasonably believed he or she was imminently threatened if he or she remained in the assisted dwelling unit. (See Section M)

MHA will request in writing that a family that seeks to move to another unit or prevent eviction, removal, termination of occupancy rights, or termination of assistance under a claim of abuse complete the HUD Certification of Domestic Violence, Dating Violence or Stalking. The victim shall provide the name of the perpertrator on the form. In lieu of, or in addition to the form, a victim may provide to MHA:

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

The victim of the actual or threatened violence or stalking must complete the HUD Certification of Domestic Violence, Dating Violence or Stalking within 14 business days of receiving the written request for the certification from MHA. If the family member has not provided the requested certification by the 14th business day or any extension of the date provided by MHA, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively "domestic violence") will apply.

All information provided by the victim to an MHA employee or unit owner/manager relating to an incident of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, must be retained in confidence and neither entered into any shared database nor provided to any related party, except to the extent that the disclosure is:

- Requested or consented by the individual in writing;
- Required for use in an eviction proceeding or termination of assistance; or,
- Otherwise required by applicable law.

Family Obligations

The family shall be obliged under the terms of its Voucher subsidy to:

1. Supply such certification, release information or documentation as MHA determines to be necessary in the administration of the program, including information required by MHA for a regularly scheduled re-examination or interim re-examination of family income and composition or pursuant to a Quality Control Review or HUD Audit in accordance with HUD requirements.

2. Allow MHA to inspect the dwelling unit at reasonable times and after reasonable notice. The family must allow the owner/landlord access to make repairs.

3. Notify MHA, in writing at least thirty (30) days before vacating the dwelling unit as well as providing MHA with a copy of the notice to vacate the unit submitted to the owner.

4. Use the dwelling unit solely for residence by the family and as the family's principal place of residence; and shall not assign the lease or transfer the unit.

5. Not receive Section 8 tenant-based program housing assistance while residing in a unit owned by a parent, grandchild, sister, brother, or any member of the family, unless MHA 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.

6. Avoid creating a breach of HQS by:

    - Failing to pay for utility bills in the family's name and/or to make Utility Reimbursement payments directly to the Utility Company on the family's behalf;

- Not allowing the landlord/owner access to the unit to make repairs;
- Failing to provide and maintain any appliances the owner is not required to provide; or
- Damaging or allowing any family member or guest to damage the unit or common areas.

7. The family must also correct, within 24 hours, any life-threatening breach of HQS it has caused, and any other violations within the time frame specified by MHA.

8. The family and their guest(s) shall not:

- Commit serious or repeated violations of the lease.
- Own or have any interest in the dwelling unit unless as a participant in the "SHAPE" Homeownership Program. However, if the owner is a cooperative, the family may be a member of the cooperative.
- Commit any fraud, bribery or any other corrupt criminal act in connection with the Housing Choice Voucher Program;
- Receive assistance (including each family member) under the Housing Choice Voucher Program while occupying, or receiving assistance for occupancy of, any other unit assisted under any Federal housing assistance program (including any *Subsidy Program).*
- Engage in any drug-related criminal activity, violent criminal activity, or illegally possess weapons.
- Engage in the use of illegal drugs or abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- Not engage in or threaten abuse or violent behavior toward MHA personnel.
- Not damage the unit or premises (other than damages from ordinary wear and tear) or permit any guest to damage the unit or premises.

9. Families must report to MHA any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days. At initial lease-up, and while preparing to move-in, MHA will allow the families to be absent from the unit up to a maximum of 30 days. Subsequent to move-in, MHA will permit absences of no more than 90 days, unless the participant can document a medical need.

In no case may a participant be absent from a unit for more than 180 days. If the family leaves the household for more than 90 days for a reason other than medical need, the unit will not be considered the family's principal residence and the family shall be terminated from the program.

P. Information and Assistance

Program participants will be informed that MHA staff is available to discuss and assist with any program related issues. Participants will be instructed to contact owners directly to request needed maintenance or repairs; however, if the owner fails to respond within a reasonable period of time, the family should contact the MHA Inspections Department to schedule a complaint inspection.

Q. Reexamination of Household Composition, Income, Allowances and Rent

Annual Reexaminations

MHA will re-examine the income, assets, expenses and family composition of all families at least annually. Approximately ninety (90) days prior to the family's re-examination effective date, the family will be notified of a scheduled re-examination interview. If the family is unable to attend the scheduled interview, another appointment will be scheduled. If the family fails to keep the second appointment, MHA may send the family a notice terminating assistance under the Housing Choice Voucher Program, effective on the family's re-examination effective date.

Move to a New Unit

Re-examination will be required when a family receives a new Housing Choice Voucher for the purpose of moving to a new unit to ensure that the re-examination cycle continues to parallel any new HAP contract anniversary date.

Interim Reexaminations

Rent and other charges shall remain in effect for the period between regularly scheduled re-examinations, except when:

- There is a change in the household composition. Any change in the household composition must be reported within 30 days. If the change in household composition results in a reduced income for the household, the tenant's rent will be adjusted. Any new household members must be approved by MHA. If the addition of a household member results in an increase in income, the tenant's rent will be adjusted accordingly.

- There is a decrease in household income that is expected to last longer than 30 days.

Decreases in the tenant's Total Tenant Payment will be effective the first day of the month following the month in which the change is reported; provided, the change was reported within 30 days. Increases will become effective at the first day of the second month following the date the change occurred.

Interim re-examinations do not affect regularly scheduled re-examination effective dates.

MHA will schedule special re-examinations every 180 days for families reporting zero ($0) income. Families reporting $0 income will be required to have all adult household members sign a certification of $0 income and a Release allowing MHA to obtain a certified copy of any tax return submitted to the IRS by all adults residing in the household. Failure to comply with these re-examination requirements will be considered grounds for termination of assistance.

R. Contract Rent Increases

At all times during the assisted tenancy, the rent to the owner may not exceed the reasonable rent as most recently determined or redetermined by MHA.

MHA will redetermine the reasonableness of the rent under the following circumstances:

- Before any increase in the rent to the owner;
- If there is a 5 percent decrease in the published FMR in effect sixty (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; or
- If directed by HUD.

Rent increases will not be approved unless the rent is comparable and the unit is in decent, safe, and sanitary condition and the owner is in compliance with the terms of the HAP contract and lease.

The Contract Rent may not be increased during the initial term of the lease. After the initial term, owners may request an increase at any time but must provide written notice of any proposed increase to the family and to MHA in accordance with the lease and contract. The increase will not be approved unless the increased rent meets rent reasonableness requirements and the family agrees to the increase.

Families who wish to move because of the owner's rent increase will be required to give the owner proper notice and notify MHA at least 30 days in advance.

S. Rent Abatement and Contract Terminations for HQS Violations

Non-Emergency HQS Inspections

MHA will send the owner advance written notification, in accordance with the HAP contract, when MHA plans to abate payments. MHA will also notify the family of this action and apprise the family of its responsibility, based on applicable State or local law, for the payment of the tenant share of rent to the owner. When an owner fails to correct cited repairs within the specified time frame, housing assistance payments will be abated at the end of the month in which the failed reinspection occurred, and will continue until such time when:

- The owner corrects the deficiencies, in which case the housing assistance payments may be resumed as of that date; or

- The HAP contract expires or is terminated.

No retroactive payments will be made for the period during which the rent abatement occurred. When the deficiencies are corrected, however, proration of the monthly HAP payment may be provided to the owner based on the date a MHA inspector certified the required work was completed.

MHA will terminate HAP contracts which are under abatement at the earlier of: a) the month the family living in the unit has moved, or b) two months after the last HAP payment was made.

Emergency HQS Inspections

In cases of owner or tenant failure to repair life-threatening conditions within the required 24-hour time period, HAP contracts will terminate the end of the month following expiration of a 30-day notice to terminate. Life-threatening conditions include, but are not limited to:

- No heat between November 1 and March 1.

- No electricity in the entire unit.

- No running water.

- Natural gas leak or fumes from any fuel burning equipment.

- Major plumbing leaks or flooding (such as sewer backup or stoppage).

- Any electrical outlet, switch, stationary light fixture, fuse box or circuit breaker that smokes, sparks or short circuits, creating a fire hazard.

- Uninhabitable units due to fire, tornado, destroyed or vandalized property that prevents a tenant from using the bathroom or kitchen or from entering the dwelling unit.

- Any life threatening condition as determined by the inspector and approved by the inspection supervisor.

T. Repayment Agreements

If a participant owes money to MHA, MHA may require the participant to enter into a repayment agreement or may require repayment on demand. If the participant does not comply with the repayment agreement, MHA may terminate the participant from the program. However, MHA will consider extenuating circumstances on a case-by-case basis.

If MHA determines that the family committed fraud or was grossly irresponsible, MHA may require the family to repay the entire amount in full or have its assistance terminated, since fraud or gross irresponsibility are considered a violation of a family obligation.

In no case does MHA have a responsibility to enter into a repayment agreement. If the family's assistance is terminated and repayment has not been made, the money will still be considered to be owed. MHA may take such action, as necessary, to collect the amounts owed.

U. Family Moves

Moves Requested by Participant Family

A family is not permitted to move during the initial lease term. Thereafter, families may move no more frequently than once every twelve months.

A participant family, who wants to move, **must** vacate the unit in compliance with the lease (e.g. provide landlord with adequate notice). The family must provide MHA thirty (30) days written notice and a Request for Tenancy Approval in order to receive a Voucher to lease a new unit. MHA may opt to conduct a criminal background check of the members of the household who are 17 years of age and older prior to approving the issuance of a voucher to move. Provided all obligations have been met, the family will be issued a Voucher to lease a new unit.

The requirement to vacate the unit in compliance with the lease may be waived if a family requests a portability move due to actual or threatened domestic violence, dating violence or stalking. MHA will request in writing that tenants that seek to move under a claim of abuse complete the HUD Certification of Domestic Violence, Dating Violence or Stalking or provide other documentation in lieu of the form. See Sections M and O for details.

Moves Required by MHA

MHA may require participant families to move from one unit to another unit if the unit is overcrowded or the owner fails to comply with HQS requirements.

V. Family Break-Up

In the case of family break-up, MHA has the discretion to decide which members of an assisted family will continue to receive the housing assistance. The factors to be considered may include: whether the assistance should remain with family members remaining in the original assisted unit; the interest of minor children or of ill, elderly or disabled family members; and whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household. MHA will not approve a transfer of the voucher from one head of household to another head of household where it constitutes a violation of waiting list and preference policies.

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

W. Termination of Tenancy

By the Owner

An owner may evict the resident from the unit only by instituting a court action and only for one of the following reasons:

1. Serious violation (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;

2. Violation of Federal, State or local law which imposes obligations on the resident in connection with the occupancy or use of the dwelling unit and surrounding premises; or

3. Other good cause (only permitted after expiration of the initial lease term).

4. Owner termination of residency for other good cause may include:

   - The tenant's failure to accept the offer of a new lease in accordance with HUD regulations

   - A history of disturbances of neighbors or destruction of property;

   - Living or housekeeping habits resulting in damage to the unit or property;

   - Criminal activity by family members involving crimes of physical violence to persons or property;

   - A business or economic reason; and

   - The owner's desire to utilize the unit for personal or family use.

   - Per the requirements of the Violence Against Women and the Justice Department Reauthorization Act of 2005 (VAWA), unit owners/managers shall not consider an incident or incidents of actual or threatened domestic violence, dating violence, or stalking as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights if a member of the tenant's immediate family is the victim or threatened victim of that abuse.

If an assisted household member engages in criminal acts of physical violence against family members or others, an owner/manager may 'bifurcate" a lease, or otherwise remove the household member from the lease, in order to evict, remove, or terminate occupancy rights for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict any tenant under program guidelines if s/he can demonstrate an "actual and imminent threat" to other tenants or persons employed at or providing services to the property.

This list of examples is intended as a non-exclusive statement of some situations included in "other good cause," but shall in no way be construed as a limitation on the application of "other good cause" to situations not included in the list.

If the owner opts not to renew the Lease or to terminate the HAP contract for a business or economic reason (such as the sale of the property, renovation of the unit or desire to rent the unit at a higher rate) or if the HAP contract is to expire, the owner must give written notice to the family and MHA in accordance with the lease.

The owner must notify MHA in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the resident under State and local law. The notice to MHA may be given by furnishing to MHA a copy of the notice to the tenant.

By the Tenant

The tenant may terminate the lease without cause at any time after the initial term of the lease, according to the requirements stated in the lease, with written notice by the tenant to the owner (with a copy to MHA). The tenant may, however, only receive a Voucher to move if it has been at least 12 months since the last household move with assistance.

The requirement to vacate the unit in compliance with the lease may be waived if a family requests a portability move due to actual or threatened domestic violence, dating violence or stalking. MHA will request in writing that tenants that seek to move under a claim of abuse complete the HUD Certification of Domestic Violence, Dating Violence or Stalking or provide other documentation in lieu of the form. See Sections M and O for details.

X. Denials and Terminations

MHA Termination of the HAP Contract

MHA will terminate a current HAP contract or deny approval of a new HAP contract for the reasons listed below. In these cases, the HAP contract will terminate on the last day of the month following the month in which MHA provided the owner with notice.

MHA may terminate the HAP contract for any owner breach of contract, including the following:

1. HAP contract violation (such as not maintaining HQS);

2. Any fraud or bribery or other corrupt or criminal act in connection with Federal housing programs;

3. Has a history or practice of failing to terminate tenancy of tenants of assisted units 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: (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 MHA, 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 residences, by persons residing in the immediate vicinity of the premises; or, (d) commits drug-related criminal activity or violent criminal activity.

4. Engaging in any drug-related criminal activity or any violent criminal activity; or

5. Any failure to comply with mortgage insurance/loan program regulations, or bribery or other corrupt or criminal act in connection with the program. (Only for projects with mortgages insured or loans made from HUD.)

The nature and extent of circumstances will be considered when such HAP contract terminations are proposed.

Denial or Termination of Assistance to Applicant/Participant Families:

MHA may deny housing assistance to any applicant household:

1. Who does not meet eligibility requirements;

2. Who has any household member who refuses to sign or submit consent forms;

3. Wherein the Total Tenant Payment is greater than the Payment Standard;

4. Who has any household member who has been evicted from public housing within the past five years.

5. If MHA has ever terminated assistance to any household member under the Housing Choice Voucher Program.

6. Who has any household member who illegally possesses weapons.

MHA may deny or terminate housing assistance to any applicant or participant household who:

1. Violates program obligations, including compliance with HQS.

2. Commits fraud in connection with this program or any other Federal housing assistance program. If MHA determines that the family committed willful and intentional fraud, MHA may require the family to repay any amount owed in full or the family's assistance may be terminated. MHA may, at its discretion, offer the applicant or participant the opportunity to enter into an agreement to repay the amounts owed to MHA or another Housing Authority. If MHA elects to make such an offer, the agreement shall be on

terms prescribed by MHA. MHA may, at any time, deny or terminate assistance for breach of such agreement. (See also Section T. Repayment Agreements.)

3. Owes money to MHA or any other Housing Authority in connection with the Housing Choice Voucher Program or the Public Housing Program, if an applicant; or owes money to MHA and breaches a reimbursement agreement, if a Housing Choice Voucher participant;

4. Has engaged in or threatened abusive or violent behavior toward MHA personnel;

5. Has $0 in housing assistance payments paid on the family's behalf for six months;

6. Is convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

7. Is convicted of other drug-related or violent criminal activity within the past two years.

8. Is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household is known to have lived.

9. Has any household member who illegally possesses weapons;

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

Per the 2005 Violence Against Women Act, the following tenancy protections have been instituted for victims of actual or threatened domestic violence or stalking:

- Incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be "serious or repeated" violations of the lease or other "good cause" to terminate the assistance of victims of abuse.

- Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for termination of assistance if a member of the tenant's immediate family is the victim or threatened victim of that abuse.

- If an assisted household member engages in criminal acts of physical violence against family members or others, MHA may terminate assistance to the offending household

member in order to terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

- These protections will only be accorded to participants that complete the HUD Certification of Domestic Violence, Dating Violence or Stalking or provide other documentation in lieu of the form within specified timeframes. See Section O for documentation requirements.

- These statements do not limit the authority or ability of MHA to terminate assistance to any tenant under program guidelines if either MHA or the unit owner/manager can demonstrate an "actual and imminent threat" to other tenants or persons employed at or providing services to the property.

Families must report any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days to MHA. At initial lease-up, and while preparing to move-in, MHA will allow the families to be absent from the unit up to a maximum of 30 days. Subsequent to move-in, MHA will permit absences of no more than 90 days, unless the participant can document a medical need.

In no case may a participant be absent from a unit for more than 180 days. If the family leaves the household for more than 90 days for a reason other than medical need, the unit will not be considered the family's principal residence and the family shall be terminated from the program.

Y. Informal Reviews and Hearings

Informal Reviews of Procedural Compliance

To request an informal review of MHA's decision to deny assistance, an applicant for participation in the Housing Choice Voucher Program must submit a request for a review. The request must be submitted in writing, within 10 business days from the date of MHA's initial notice of determination. MHA shall give an applicant an opportunity for an informal review of a decision denying the applicant for one of the following reasons:

- Listing on MHA's waiting list;

- Issuance of a Voucher;

- Participation in the program; or

- Any type of preference.

Informal reviews will <u>not</u> be granted to applicants who dispute the following actions:

1. The number of bedrooms entered on the Voucher;

2. A determination that a unit does not meet or comply with Housing Quality Standards;

3. A decision not to approve a request for an extension of the term of the Voucher; or

4. General policy issues or class grievances.

The informal review shall be conducted by a staff member(s) designated by MHA, other than a person who made or approved the decision, or a subordinate of such person.

MHA shall give the applicant prompt written notification of the result of the hearing. The notification shall:

- Be given personally to the applicant or member of the family or sent by first class mail to the last known address; and

- Give a brief statement of the reason(s) for the decision.

Informal Hearings

To request an informal hearing, the participant in the Housing Choice Voucher Program must submit a request, in writing, within ten (10) business days from the date of MHA's notice of adverse action. MHA shall give the participant an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the participant are in accordance with law, HUD regulations and MHA rules in the following situations:

- A determination of the amount of Total Tenant Payment, Family Share, Family Rent to Owner, or Payment Standard. (This requirement does not apply to utility allowance schedules.)

- A decision to deny or terminate assistance on behalf of the participant;

- A determination that a participant family is residing in an overcrowded dwelling unit;

- In the case of a participant who wants to move to another dwelling unit, a determination of the number of bedrooms to be entered on a Voucher; and

- A decision to delay, terminate or deny assistance because of ineligible immigration status (this applies to both applicants and participants).

An informal hearing **will not** be granted to participants to review:

- General policy issues or class grievances;

- A determination that

  - a unit does not comply with Housing Quality Standards,

  - that the owner has failed to provide decent, safe and sanitary housing, or

- that the unit is not decent, safe and sanitary because of an increase in family size or change in composition; or

- A decision by MHA to exercise any remedy against an owner.

The informal hearing for participants shall be conducted in accordance with the following procedures:

1. MHA shall appoint a hearing officer or panel to conduct the hearing, other than the person who made or approved the decision under review or a subordinate of such person;

2. The family, at its own expense, may be represented by a lawyer or other representative;

3. The family or its counsel/representative shall be given an opportunity to examine evidence, question adverse witnesses, and to present testimony and evidence in its favor;

4. Evidence shall be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings;

5. The hearing officer or panel shall issue a written decision stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing; and

6. A copy of the hearing decision shall be furnished promptly to the participant.

MHA is not bound by a hearing decision:

1. Concerning a matter for which MHA is not required to provide an opportunity for an informal hearing;

2. Beyond the authority of the person conducting the hearing under MHA's hearing procedures; or

3. Contrary to HUD regulations or requirements or otherwise contrary to Federal, State or local law.

If MHA determines that it is not bound by a hearing decision, MHA shall promptly notify the participant of the determination and of the reasons for the determination.

Z. Damages to the Unit, Unpaid Rent and Vacancy

Special Claims: Form of HAP contract dated prior to 9/95

Housing Assistance Payments contract forms prior to the 9/95 edition, entitle owners to bill MHA for tenant damages and unpaid rent not covered by the family's security deposit. To be reimbursed for damages, the owner must contact MHA within five (5) days of the tenant vacating the unit to schedule a move-out inspection to assess the damage.

The owner must also submit back-up documentation to MHA of attempts to bill the tenant for the unpaid rent and damages, and either actual invoices for repairs made, or projected cost estimates for work claimed to be necessary. The owner must also certify that these costs will not be reimbursed from some other source (e.g., insurance settlement). The owner must submit all required documentation within sixty (60) days of move-out to be eligible for a special claims payment.

MHA's maximum liability for unpaid rent and damages is specified in the contract.

The owner of a unit subsidized under a HAP contract edition prior to the 9/95 edition may also be entitled to receive vacancy loss from MHA if the family moved out without giving adequate notice. To receive vacancy loss reimbursement, the owner must first apply the security deposit collected (or what he/she could have collected), notify MHA of the vacancy, document attempts to re-rent the unit and certify that payments for the loss were not provided from some other source. The owner may be paid up to 80% of the contract rent for the month following move out.

Use of the Security Deposit: September, 1995 versions of HAP contracts.

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

The owner must give the tenant a written list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

No vacancy loss payments are permitted under the revised September, 1995 version HAP contract.

AA. Restrictions on Assistance to Noncitizens

As of June 19, 1995, HUD regulations prohibit MHA from providing housing assistance to noncitizens with ineligible immigration status. MHA will comply with all requirements of the regulations and the following policies:

Continued Assistance at Full Amount

Continued assistance at the full amount will be provided to certain mixed families. Mixed families are households in which one or more family members are citizens and/or have eligible immigration status and the remaining members do not. Mixed families that meet the following three criteria will receive continued assistance, at the full amount allowable under the Housing Choice Voucher Program, as long as they meet the requirements of the Housing Choice Voucher Program.

- The family was receiving assistance under a covered program as of 6/19/95;
- The family's head of household or spouse has eligible immigration status; and
- The only other people in the family without eligible immigration status are the head of household, spouse or parents or children of the head of household or spouse.

Prorated Assistance

All mixed families that are not eligible for, or interested in, continued assistance will be offered a prorated housing assistance payment based on the number of eligible family members. Applicant families who reject this option will not be assisted.

Extensions of Time to Document Status

Applicants and currently assisted households who have members who are noncitizens will be given an extension of time to submit evidence of eligible immigration status when the family:

- Submits the required declaration of eligible immigration status (see Section IV. C. Determination of Eligibility); and
- Certifies the evidence needed is temporarily unavailable, additional time is needed, and that prompt and diligent efforts will be undertaken to obtain the evidence.

MHA will notify families of whether their extension has been granted or denied, and the time period for the extension based on the circumstances. If the extension is denied, MHA will provide the reason for denial.

Denial or Termination of Assistance

Full or prorated assistance to an applicant or currently assisted household, with at least one person with documented status, will not be delayed, denied or terminated because of ineligible immigration status for the following reasons:

1. The INS verification process is not completed;
2. The family member in question moves;
3. The INS appeals process has not been completed;
4. For a currently assisted household, the informal hearing process is not complete;
5. Assistance is prorated; or
6. Mixed family assistance is continued or deferral of termination of assistance is granted.

Once the INS appeal process is completed, assistance to an applicant may be delayed (but not denied) until any requested MHA hearing is concluded.

Assistance to an applicant will be denied and a currently assisted household's assistance terminated when:

- Declaration of citizenship or eligible immigration status is not submitted by the specified deadline or any extension; or
- Required evidence is submitted but INS primary and secondary verification does not verify immigration status, and
  - Family does not pursue INS or MHA appeal; or
  - INS or MHA appeal is pursued but decision(s) are rendered against family.

MHA will send a notice when it decides to deny or terminate assistance for a household. The notice will include the reason for a denial, if the family has any rights to prorated assistance, the right to appeal to the INS and the right to request an informal hearing in lieu of or after the INS appeal.

- For applicants, the notice will advise that assistance may not be delayed until the conclusion of the INS appeal process but may be delayed during the informal hearing process.

INS Appeals

If the secondary verification process does not confirm eligible status, MHA will notify the family in writing of the INS verification results and send the family a delay, denial or termination of assistance notice which informs the family of the right to file an appeal with the INS. The family has 30 days from the date of notification to request an appeal with the INS, in writing.

MHA may give a family an extension of time to file a request for extenuating circumstances.

No delay, denial or termination of assistance on the basis of immigration status will occur until the INS appeal process is completed.

When MHA receives a copy of the INS decision, MHA will notify families in writing of decisions concerning eligibility for assistance. If a family is ineligible, the notification will include the reasons and inform the family of its right to request an informal hearing.

Informal Hearings

Families who are denied eligibility because they do not meet the requirements of the restrictions on assistance to non-citizens, may request an informal hearing within ten (10) days of the mailing of the INS decision or within ten (10) business days of MHA's decision to delay, terminate or deny assistance, or in lieu of an INS appeal. MHA will extend this request period for a specified period of time for good cause.

For currently assisted households, the informal hearing procedures are described under Section IV. Y. Informal Reviews and Hearings. For applicants, an informal hearing will be conducted by a person designated by the HA who may not be the person who made or approved the decision or a subordinate of the person who made or approved the decision. Applicant families requesting a hearing shall:

1. Have the opportunity to examine and copy documents pertaining to eligibility status (at their own expense);

2. Have the opportunity to present evidence and arguments in support of eligible status;

3. Have the opportunity to contest evidence used by the HA and to confront and cross-examine witnesses called by the HA;

4. Be entitled to be represented by an attorney or other designee;

5. Be entitled to arrange for an interpreter at the expense of the applicant or the HA, as agreed upon by both parties;

6. Be entitled to have the hearing recorded by audiotape.

   MHA will notify the family of its decision within fifteen (15) business days of the informal hearing.

BB. Administrative Fee Reserve Expenditures

Expenditures from the administrative fee reserve of the Section 8 program in excess of $100,000 will be approved by the MHA Board. Expenditures of less than $100,000, must be approved by the Executive Director or his designee.

VI. Monitoring Program Performance

MHA will maintain records of applications, eligibility and ineligibility determinations, verifications, HQS inspections, leases, contracts and payment information in applicant and participant files. Inactive files will be maintained for three years.

Applicable records related to immigration status will be maintained for 5 years. All other aspects of monitoring program performance will be performed in accordance with HUD requirements and MHA's policies.

In order to ensure adherence to the Housing Quality Standards and to monitor inspection determinations, a qualified staff person or agent of the Authority, who did not conduct the original or reinspection, will reinspect a random sample of the approved units.

VII. Interpretation and Amendment

A. Interpretation

The policies set forth herein shall be interpreted, implemented and acted upon in relation to the laws of the United States and the State of Tennessee, and all rules, regulations and policies enacted, enforced or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the Policies and Procedures described in this Administrative Plan and all of which are incorporated herein by reference and all current rules, regulations and policies, including, but not limited to, Income Limits, Utility Schedules and Fair Market Rents, shall be in accordance with Federal law.

B. Amendment

The policies outlined herein shall be amended only by resolution adopted by the affirmative vote of the MHA Board upon recommendation by MHA. No action shall be required to make changes required by laws of the United States or the State of Tennessee or any rules, regulations and policies enacted, enforced or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the herein expressed Policies, and all of which are incorporated herein by reference. MHA Board of Directors will be notified of any subsequent changes that may be effective through new Federal regulations.

APPENDIX 1

Definitions of Terms

Adult

A household member who has reached the age of legal majority in the State of Tennessee (18 years old) or a head, spouse, under the age of 18 who has executed the appropriate emancipated adult form.

Allowance for Dependents

$480 deduction for each family member who is a dependent. (See definition of Dependent.)

Allowance for Disability Assistance Expenses

The amount of Disability Assistance Expense in excess of three percent of annual income which enables a family member (including the disabled person) to work. The allowance may not exceed the annual income earned by the family member who is enabled to work. Disability assistance expenses include costs for care attendants and auxiliary apparatus (e.g., wheelchairs, adaptations, to vehicles, special equipment) if directly related to permitting the disabled person or other family members to work.

Allowance for Medical Expenses

For Elderly and Disabled Families (see definition of Elderly Family below) the amount of medical expenses (see definition of Medical Expenses below) in excess of three percent of annual income.

Annual Income

The anticipated total annual income, before deductions, of an eligible family from all sources for the 12-month period following the date of determination of income. When the cash value of a family's assets is greater than $5,000, the annual income derived from assets shall be the greater of the actual income derived or the imputed income computed at the passbook savings rate determined by HUD.

Applicant

A person who has filled out an application or pre-application with MHA for housing assistance.

Application

The full, formal and complete family information form signed by the head of household when the family is invited for an interview before a vacant apartment is anticipated. The applicant's signature on the application form certifies that all information provided is complete and accurate.

Assets

The value of equity in real property, savings, stocks, bonds, checking, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is not considered an asset. The value of such assets will be determined in accordance with HUD guidance.

Certification

To formally confirm the information provided in a document through signature.

Child

A child is defined as a minor.

Child Care Expenses

Amounts anticipated to be paid by the family for the care of children under 13 years of age (including foster children) during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare, and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Citizen

Means a citizen or national of the United States.

Continuously Assisted

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Dependent

A member of the household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person, or is a Full-time Student.

Disabled Family

A family in which the head of household, spouse, our co-head of household is a disabled person.

Disabled Person

A person is considered disabled if one of the following definitions is met.

a. Section 223 of the Social Security Act defines disability as an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or, for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.

b. A person having a physical or mental impairment that:

   1. Is expected to be of a long-continued and indefinite duration;

   2. Substantially impedes his or her ability to live independently; and

   3. Is of such a nature that such ability could be improved by more suitable housing conditions.

c. A developmental disability is a severe, chronic disability which:

   1. Is attributable to a mental and/or physical impairment;

   2. Was manifested before the age of 22;

   3. Is likely to continue indefinitely;

Results in substantial functional limitations in three or more of the following areas: capacity for independent living; self-care; receptive and expressive language; learning; mobility; self-direction; and economic self-sufficiency; AND

Requires special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned or coordinated.

d. No individual shall be considered a person with disabilities, for the purpose of eligibility for Housing Choice Voucher Housing assistance, on the basis of any drug or alcohol dependence.

Displaced Person

A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Elderly Family

A family whose head or spouse (or sole member) is a person who is 62 years of age or older. It may include two or more Elderly Persons living together, or one or more such persons living with one or more persons who are determined to be essential to their care or well being.

Elderly Person

A person who is at least 62 years of age.

Eviction

The dispossession of the tenant by the unit owner (in accordance with a court order) from the leased unit as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, Federal, and Tennessee law, or for other good cause.

Extremely Low Income Family

A family whose Annual Income does not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

Family

A family includes any single individual or two or more persons sharing residency whose income and resources are available to meet the family's needs. A single, pregnant woman is considered a two-person family for purposes of the Housing Choice Voucher Program.

Family Share

The full amount of housing costs for which the family is responsible.

Family Rent to Owner

The amount paid by the family that is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner.

Foster Care Payment

Payment to eligible households by state, local or private agencies for the care of a child placed in the home by an agency.

Full-time Student

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Disability Assistance Expenses

Reasonable expenses in excess of three percent of annual income that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Head of Household

An adult, 18 years of age or older, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

History or Practice

A history or practice refers to actions or activities that have occurred more than once (i.e. repeated).

HUD

The U.S. Department of Housing and Urban Development or its designee.

INS

U.S. Immigration and Naturalization Service.

Lease

A written agreement between the family and the owner of a housing unit.

Live-in Aide

A person who resides with someone who is age 50 or older, disabled or handicapped person or persons and who:

a. Is determined by MHA to be essential to the care and well-being of the person(s);

b. Is not obligated for support of the person(s); and

Would not be living in the unit except to provide necessary supportive services.

A live-in aide does not qualify as the remaining member of a tenant family. A live-in aide may include more than one person.

Low (Lower) Income Families

A family whose Annual Income does not exceed 80% 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 80% of the median income for the area on the basis of its finding that such variations are necessary because of prevailing levels of construction costs or unusually high or low family income.

Medical Expenses

Those medical expenses that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance, including medical insurance premiums, payments on accumulated major medical bills, dental expenses, prescription medicines, eyeglasses, hearing aids, and batteries, cost of care attendant, and transportation expenses directly related to medical treatment.

MHA

Memphis Housing Authority.

Minimum Rent

The minimum monthly rent contribution to be paid by a family assisted under the Housing Choice Voucher program. The minimum rent established by MHA is $25 per month.

Mixed Family

A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly Adjusted Income

1/12 of Annual Adjusted Income.

Monthly Income

1/12 of Annual Income.

National

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

Net Family Assets

Value of equity in real property, savings, stock, bonds, life insurance policies, and other forms of capital investment, excluding interests in Indian trust land. (The value of necessary items of personal property such as furniture and automobiles is excluded.) Value of savings and checking accounts is determined utilizing the average balance in an account over a period of up to six (6) months immediately prior to the income determination period.

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.

In determining the Net Family Assets, MHA shall include the value of any assets greater than $1000 which were 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 any consideration received for the asset.

Owner (including a principal or other interested party)

Possessor of property.

Overcrowded Household

A participant family with an insufficient number of bedrooms for the number of persons in the family, according to the HQS defined in the regulations.

Overhoused Household

A participant family with a greater number of bedrooms than required for the family members.

Pre-Application

A preliminary application form designed to collect information to determine preliminary eligibility for placement on the waiting list.

Portability Eligibility

Families whose head of household or spouse lived in the MHA jurisdiction at the time of application.

Reexamination

The process of securing documentation to recompute rent and subsidy and to determine that participants meet the eligibility requirements for continued assistance.

Re-examination Effective Date

The date established by MHA on which a rent change becomes effective following verification of all income, assets, expenses and circumstances. The anniversary of the first of the month the tenant was assisted under the assistance contract in effect.

Remaining Member of the Tenant Family

A person left in an assisted unit after other family members have vacated. The person must be of legal age to sign a contract (adult). A live-in aide, foster children and foster adults do not qualify as the remaining member of a tenant family.

Rent to Owner

The rent charged by the owner, including owner paid utilities.

Single Person

A person who lives alone or intends to live alone.

Spouse

The husband or wife of the head of household.

Temporary Deferral of Termination of Assistance

A specific period of time in which the family would continue to receive full assistance before assistance is terminated.

Tolling

The suspension of the search time that a family is allotted on their voucher. If a family submits a Request for Tenancy Approval, which is denied, the family has lost some of their time to search for an approvable unit. The family has the number of days between the date they submit the disapproved Request for Tenancy approval and the day they are notified of the disapproval to their voucher, so that they are not penalized by failing to search while they are awaiting approval of a unit.

Total Family Income

Annual Income as defined above.

Total Tenant Payment

An amount equal to 30 percent of the family's monthly-adjusted income; 10 percent of the gross monthly income of the family occupying the dwelling unit; or the monthly minimum rent of $25, whichever amount is greater. The Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

Utility Allowance

An amount determined by MHA as an allowance for the cost of utilities (except telephone and cable TV) payable directly by the tenant.

Utility Reimbursement

The amount by which the Utility Allowance for the unit exceeds the Family Share (negative rent).

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.

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. Also known as Temporary Assistance to Needy Families (TANF).

Memphis 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 Memphis Housing Authority (MHA), includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Resident 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 MHA with the unit;
- All pamphlets or informational materials provided to Resident;
- Signature line for the parties to the lease (all adult members of Resident household must sign the lease);
- Emergency telephone number for Resident to use if maintenance problems arise with the unit outside of normal MHA working hours.

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PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS
Memphis Housing Authority

THIS LEASE AGREEMENT (called the "Lease") is between the Memphis Housing Authority, (called "MHA") and Resident named in Part II of this lease (called "Resident"). **[966.4 (a)]** "Resident" means the same thing as "Tenant". "Development" shall refer to all properties owned and/or managed by MHA or its agents or otherwise referred to in other regulations as "public housing" or "projects."

I. Description of the Parties and Premises: [966.4 (a)]

(a) MHA, using data provided by Resident about income, family composition, and needs, leases to Resident, 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 Resident and the family members named on Part II of the Lease. The MHA may, by prior written approval, consent to Resident's use of the unit for legal profit-making activities subject to the MHA'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,** require the advance written approval of MHA. Such approval will be granted only if the new family members pass MHA'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)(v) & (d)(3)(i)]**

Resident agrees to wait for MHA's approval before allowing additional persons to move into the Premises. Failure on the part of Resident to comply with this provision is a serious violation of the material terms of the lease, for which MHA may terminate the lease in accordance with Section XIV. **[966.4 (f)(3)]; [966.4(1)(2)]**

(d) Resident shall report deletions (for any reason) from the household members named on the lease to the MHA 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 XIV, this Lease shall automatically be renewed for successive terms of one calendar year. **[966.4 (a)(2)]**

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the MHA in accordance with Section VII herein**. [966.4(b)(1)(c)]**

The amount of the Total Resident Payment and Resident Rent shall be determined by the MHA in compliance with HUD regulations and requirements and in accordance with MHA's Admissions and Occupancy Policy. **[966.4(b)(1) &(c)]**

(b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth business 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 MHA makes any change in the amount of Total Resident Payment or Resident Rent, MHA shall give written notice to Resident. 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 Resident may ask for an explanation of how the amount is computed by MHA. If Resident asks for an explanation, MHA shall respond in a reasonable time. **[966.4 (c)(4)]**

(c) If resident is delinquent in the payment of rent three times in a twelve-month period, the resident may be required to attend a credit counseling class after the third delinquency as provided by MHA.

III. Term:

(a) **Maintenance costs** -- This charge refers to 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 Resident, household members or by guests. When MHA determines that needed maintenance is not caused by normal wear and tear, Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by MHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to MHA 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 MHA, a charge shall be assessed for excess utility consumption due to the operation of major Resident-supplied appliances. This charge does not apply to Residents who pay their utilities directly to a utility supplier. **[966.4 (b)(2)]**

(c) **Late Charges** -- A charge of the lesser of $10 or 10% of the outstanding rent for rent paid after the fifth business day of the month. **[966.4 (b)(3)]** MHA shall provide written notice of the amount of any charge in addition to Resident Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Resident receives MHA's written notice of the charge. **[966.4 (b)(4)]**

IV. Payment Location: Rent and other charges shall be paid at the Property Manager's office in their development. MHA will not accept cash. Residents 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) **Resident Responsibilities**: Resident agrees to pay an amount equal to $100. The dollar amount of the security deposit is noted on Part II of this Residential Lease. **[966.4 (b)(5)]** Payment of the security deposit is to be made upon execution of this lease unless MHA and Resident agree to an installment payment, which can be no less than $10 per month for the following ten months of occupancy until the balance is paid. Installments on the Security Deposit will be maintained by MHA in a separate account at Tri-State Bank Of Memphis.

b) **MHA's Responsibilities**: MHA 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 Resident at the termination of this lease.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Resident, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit. No refund of the Security Deposit will be made until Resident has vacated, and MHA has inspected the dwelling unit.

The return of a security deposit shall occur within thirty (30) days after Resident moves out. MHA agrees to return the Security Deposit, if any, to Resident when he/she vacates, less any deductions for any costs indicated above, so long as Resident furnishes MHA with a forwarding address. If any deductions are made, MHA will furnish Resident 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 (ba)(1)(iv)]

(a) **MHA Supplied Utilities**: If indicated by an (X) on Part II, MHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. MHA 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, MHA 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 MHA. A monthly service charge will be payable by Resident 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) **Resident-Paid Utilities**: If Resident resides in a development where MHA 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 Resident pays directly to the utility supplier. The Total Resident Payment less the Allowance for Utilities equals Resident Rent. If the Allowance for Utilities exceeds the Total Resident Payment, MHA will pay a Utility Reimbursement to the utility supplier each month, **unless the Resident is paying a Flat Rent. [960.253 (b)]**

MHA may change the Allowance at any time during the term of the lease, and shall give Resident sixty (60) days written notice of the revised Allowance along with any resultant changes in Resident Rent or Utility Reimbursement.

If Resident's actual utility bill exceeds the Allowance for Utilities, Resident shall be responsible for paying the actual bill to the supplier. If Resident's actual utility bill is LESS than the Allowance for Utilities, Resident shall receive the benefit of such saving.

(c) **Resident Responsibilities**: Resident agrees not to waste the utilities provided by MHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. **[966.4 (f)(8)]**

Resident 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**: Resident shall have the right to exclusive use and occupancy of the dwelling unit for Resident and other household members listed on the lease. With the prior written consent of MHA, members of the household may engage in legal profitmakng activities in the dwelling unit. **[966.4 (d) (1) & (2)]**

This provision permits reasonable accommodation of Resident'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, Resident, 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 MHA cannot make any reasonable accommodation that would enable Resident to comply with the lease THEN; MHA will assist Resident, or designated member(s) of Resident's family, to find more suitable housing and move Resident from the dwelling unit. If there are no family members who can or will take responsibility for moving Resident, MHA will work with appropriate agencies to secure suitable housing and will terminate the Lease**. [8.3]**

At the time of admission, all Residents 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. **[966.4(c)(1) and 960.257(a)]** At the annual recertification Resident shall certify to compliance with the 8 hour per month community service requirement, if applicable**. [Part 960, subpart F]**

(2) Resident promises to supply MHA, 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) and 960.259]**

Failure to supply such information when requested is a serious violation of the terms of the lease and MHA may terminate the lease.

All information must be verified. Resident agrees to comply with MHA 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) and 960.259]**

MHA shall give Resident reasonable notice of what actions Resident 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 MHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Resident's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Development 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: **[See 960.257]**

(a) Resident 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 Resident's TANF grant is reduced because Resident is verified to have committed welfare fraud or failed to comply with a required economic self sufficiency program.

If a reduction is granted, Resident must report <u>subsequent increases</u> 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) If it is found that Resident has misrepresented the facts upon which the rent is based, so that the rent Resident is paying is less than the rent that he/she should have been charged,MHA 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 Property 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 Resident AND it does not disqualify the family for the size unit it is currently occupying.

(d) **Rent Adjustments**: Resident 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 Resident 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), MHA 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. Resident agrees that if MHA determines that the size or design of the dwelling unit is no longer appropriate to Resident's needs, MHA shall send Resident written notice. Resident further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
2. MHA may move a Resident into another unit if it is determined necessary to rehabilitate or demolish Resident's unit.
3. If a Resident makes a written request for special unit features in support of a documented disability, MHA shall modify Resident's existing unit. If the cost and extent of the modifications needed are equivalent to those required for a fully accessible unit, MHA may transfer Resident to another unit with the features requested at MHA's expense.
4. A Resident without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Resident with disabilities need the unit at MHA's expense.
5. In the case of involuntary transfers, Resident shall be required to move into the dwelling unit made available by MHA. Resident shall be given 15 days time in which to move following delivery of a transfer notice. If Resident refuses to move, MHA may terminate the Lease. **[966.4 (c)(3)]**
6. Involuntary transfers are subject to the Grievance Procedure, and, other than emergencies, 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. MHA will consider any Resident requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

(f) **Insurance** MHA is not responsible for, or will not provide fire or casualty insurance for the resident's personal property.

VIII. MHA Obligations [966.4 (e)] : MHA shall be obligated:

(a) To maintain the dwelling unit and the development in decent, safe and sanitary condition; **[966.4 (e)(1)]**

(b) To comply with all Resident obligations imposed by the Uniform Residential Landlord and Tenant Act and applicable provisions of 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 development building, facilities, and common areas, not otherwise assigned to Resident 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 by MHA; **[966.4 (e)(5)]**

(f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the premise by Resident 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 Resident and supplied by a direct utility connection; **[966.4 (e)(7)]**

(h) To notify Resident of the specific grounds for any proposed adverse action by MHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Resident to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When MHA is required to afford Resident the opportunity for a hearing under the MHA grievance procedure for a grievance concerning a proposed adverse action:

1. The Notice of the proposed adverse action shall inform Resident of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with **966.4(l)(3**) shall constitute adequate notice of proposed adverse action.
2. In the case of a proposed adverse action other than a proposed lease termination, MHA 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. Resident's Obligations: Resident 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 per year) without the advance written consent of MHA.

(c) To use the dwelling unit solely as a private dwelling for Resident and Resident'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 Resident's family, provided the accommodation of such persons conforms to MHA's Occupancy standards, and so long as MHA 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 MHA for the benefit and well-being of the housing development and Residents. These regulations shall be posted in a conspicuous manner in the development 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 obligations imposed by f the Uniform Residential Landlord and Tenant Act and other applicable state and local building or housing codes, materially affecting health and/or safety of Resident and household. **[966.4(f)(5)]**

(f) To keep the dwelling unit and other such areas, as may be assigned to Resident for Resident's 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 Resident, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement, may be made for Residents 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 MHA. **[§ 966.4(f)(7)]** To refrain from, and cause members of Resident'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 members and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or development. **[966.4 (f)(9)]**

(j) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by Resident, 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, wherever located; and/or
2. Be conducive to maintaining all MHA developments, wherever located, in a decent, safe, sanitary and crime-free condition. **[966.4 (f)(11)]**

(l) To refrain from, cause, and assure that Resident, any member of the household, a guest, or another person under Resident's control, shall not engage in:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of MHA's public housing premises by other residents or employees of MHA, 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)]**
3. MHA and Resident agree that, for the purposes of this Lease, the phrase “under Resident’s control” refers to or is only applicable to “another person”.
4. MHA and Resident agree that Resident has an affirmative obligation to take reasonable steps to prevent or halt illegal activity known or should have been known to the Resident by immediately contacting MHA or seek outside intervention from law enforcement officials or social service agencies.
5. MHA and Resident agree that the Resident retains strict liability for the action of a member of the Resident’s household or guest, as required by applicable local, state or federal law.
6. MHA and Resident also agree and understand that this section is not applicable to business invitees, i.e., pizza delivery persons, private repairmen, etc.

(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 MHA. To make no changes to locks or install new locks on exterior doors without MHA'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 MHA.

(n) To give prompt prior notice to MHA, in accordance with Section VIII hereof, of Resident's leaving dwelling unit unoccupied for any period exceeding one calendar week.

(o) To act in a cooperative manner with neighbors and MHA Staff. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and MHA staff.

(p) Not to display, use, or possess or allow members of Resident'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 Tennessee anywhere on the property of MHA.

(q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises as well as refrain from the removal or disconnection of smoke alarms or removal of batteries thereto

(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, satellite dishes or cable services may be installed in accordance with regulations set forth by MHA or local, state or federal laws.

(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 MHA.

(u) To refrain from, and cause members of Resident's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the MHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.

(v) To remove from MHA property any vehicles without valid registration and parking passes. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by MHA. To comply with and cause household members and guests to comply with MHA's posted signage regarding traffic lanes and parking restrictions, including, but not limited to traffic lanes, fire lanes, fire hydrants, handicapped areas, and blocking of trash receptacles. Any inoperable, unlicensed, nuisance or unauthorized vehicle, as defined by local or state law, will be removed from MHA property at Owner's expense following notice as required by local or State law. Ongoing automobile repairs are not permitted on development site.

(w) To remove any personal property left on MHA premises when Resident leaves, abandons or surrenders the dwelling unit.

(x) To use reasonable care to keep Resident's dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors. **RESIDENT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO RESIDENT'S DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Development. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

(y) Not to commit any fraud in connection with any Federal housing assistance program, and

(z) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.

(aa) To pay promptly any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

(bb) To report any and all changes in total family income, assets and family composition to the MHA Development office within ten (10) days after they occur.

(cc) To comply with the community service requirement for each adult in the Resident household to perform at least 8 hours per month of qualifying community service or qualifying economic self sufficiency activity (as specified by the MHA) 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.

(dd) To ensure and comply with local and state school attendance requirements for applicable members of the Resident's household.

(ee) To attend a credit counseling class as provided by MHA upon three delinquent rental payments in a twelve-month period.

(ff) Not to violate or breach any terms in the Self-Reliance or Self Sufficiency Agreement. The breach or violation of an Economic Self-Reliance or Self-Sufficiency agreement or the inability to meet rental obligations under the Self-Reliance or Self Sufficiency Agreement is a material breach of the lease agreement.

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)]**

MHA Responsibilities:

(a) MHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Resident, provided, if the damage was caused by Resident, household members, or guests, the reasonable cost of the repairs shall be charged to Resident. **[966.4 (h)(2)]**

(b) MHA shall offer Resident a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. MHA is not required to offer Resident a replacement unit if Resident, household members, or guests caused the hazardous condition. **[966.4 (h)(3)]**

(c) Resident shall accept any replacement unit offered by MHA.

(d) In the event MHA, 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 Resident rejects alternative accommodations or if Resident, household members, or guests caused the damage. **[966.4 (h)(4)]**

(d) If MHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Resident, and Resident refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Resident.

Resident Responsibilities:

(a) Resident shall immediately notify the Development Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Resident believes he/she is justified in abating rent. **[966.4 (h)(1)]**

(b) Resident agrees to continue to pay full rent, less the abated portion agreed upon by MHA, during the time in which the defect remains uncorrected.

XI. Move-in and Move-out Inspections

(a) **Move-in Inspection**: MHA and Resident or representative shall inspect the dwelling unit prior to occupancy by Resident. MHA will give Resident 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 MHA and Resident and a copy of the statement retained in Resident's folder. **[966.4 (i)]** MHA will correct any deficiencies noted on the inspection report, at no charge to Resident.

(b) **Move-out Inspection** -- MHA will inspect the unit at the time Resident vacates and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or representative may join in such inspection, unless Resident vacates without notice to MHA. **[966.4 (i)]**

XII. Entry of Premises During Tenancy

(a) **Resident Responsibilities**--

1. Resident agrees that the duly authorized agent, employee, or contractor of MHA will be permitted to enter Resident'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 Resident calls to request maintenance on the unit, MHA shall attempt to provide such maintenance at a time convenient to Resident. **IF RESIDENT IS ABSENT FROM THE DWELLING UNIT WHEN MHA COMES TO PERFORM MAINTENANCE, RESIDENT'S REQUEST FOR MAINTENANCE SHALL CONSTITUTE PERMISSION TO ENTER.**

(b) MHA's Responsibilities--

1. MHA shall give Resident at least 48 hours written notice that MHA intends to enter the unit. MHA may enter only at reasonable times. **[966.4 (j)(1)]**

2. MHA may enter Resident'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 Resident and all adult members of the household are absent from the dwelling unit at the time of entry, MHA 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) **Resident Responsibility**-- Any notice to MHA must be in writing, delivered to the Development Office or to MHA's central office, or sent by prepaid first-class mail, properly addressed. **[966.4 (k)(1)(ii)]**

(b) MHA Responsibility -- Notice to Resident must be in writing, delivered to Resident or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Resident. **[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 Resident 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 MHA and Resident:

(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 Resident obligations set forth in section IX above, or for other good cause. **[966.4 (l)(2)] Resident agrees that the violation of any of the obligations of residents A thru ff is a serious violation of a material term of the lease, and is good cause for termination of the lease.**

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 tenth 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 Resident 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 development site; **[966.4 (l)(2)]**
7. Criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of MHA's public housing premises by other residents, or any drug-related criminal activity. **[966.4 (l)(2)]**
8. Illegal weapons or illegal drugs seized in a MHA unit by a law enforcement officer; **[966.4 (l)(2)]**
9. Any fire on MHA premises caused by carelessness or unattended cooking as well as removal or disconnection of smoke alarms or removal of batteries thereto. **[966.4 (l)(2)]**
10. **PERMITTING PERSONS OTHER THAN THOSE LISTED ON THE LEASE TO LIVE IN THE UNIT. [966.4 (1) (20(i) (B)]**

(b) MHA shall give written notice of the proposed termination of the Lease within:

1. 14 days in the case of failure to pay rent;
2. 3 days in the case of violence or threats to health, safety or welfare of persons or property as provided by T.C.A. § 66-28-517.

3. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation when the health or safety of other Residents or MHA staff is threatened;
4. 30 days in any other case. **[966.4 (l)(3)(i)(A), (B) & (C)]**

(c) The notice of termination:

1. The notice of termination to Resident shall state specific reasons for the termination, shall inform Resident of his/her right to make such reply as he/she may wish, and Resident's right to examine MHA documents directly relevant to the termination or eviction. **[966.4 (l)(3)(ii)]**
2. When MHA is required to offer Resident the opportunity for a grievance hearing, the notice shall also inform Resident of the right to request such a hearing in accordance with MHA'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 Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against Resident, and Resident may be required to pay the costs of court and attorney's fees.
4. When MHA is required to offer Resident the opportunity for a grievance hearing concerning the lease termination under MHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State of 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 MHA is not required to offer Resident the opportunity for a hearing under the grievance procedure and MHA has decided to exclude such grievance for MHA grievance procedure, the notice of lease termination shall (a) state that Resident is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by MHA 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. MHA may evict Resident from the unit only by bringing a court action. **[966.4 (l)(4)]**

(d) Resident may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above.

(e) In deciding to evict for criminal activity, MHA 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, prior criminal records (whether known or should have been known by the Resident), 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, MHA 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. MHA 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)]**

(f) When MHA evicts a Resident from a dwelling unit for criminal activity, MHA 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)(iii) (B)]**

XV. Waiver: No delay or failure by MHA 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. CHANGES

(a). **Posting of Policies, Rules, Regulations and the Grievance Procedure and Changes therein -** Schedules of special charges for services, repairs and utilities and rules, regulations and the grievance procedure which are incorporated in this lease (by attachment or reference) shall be publicly posted in conspicuous manner in the development office and shall be furnished to the Resident for examination on request. Such schedules, policies, rules and regulations may be modified from time to time by Memphis Housing Authority provided that Memphis Housing Authority shall give at least 30-days written notice to Resident setting forth the proposed modification, the reasons therefore, and providing Resident an opportunity to present written comments which shall be taken into consideration by Memphis Housing Authority prior to the proposed modification becoming effective. A copy of such notice shall be delivered or mailed to each resident.

(b). **Other Changes -** Except as provided in (A) above, and as provided in "Predetermination of Rent., Dwelling Size and Eligibility, modifications of the Lease must be accomplished by a written rider to the Lease executed by both parties. However, nothing shall preclude Memphis Housing Authority from modifying this Lease to take into account revised provisions of policy, law or governmental action with a 30-Day notice to the Resident and providing Resident an opportunity to present written comments which shall be taken into consideration by Memphis Housing Authority prior to the proposed modification becoming effective.

(c). **Renewal-** Memphis Housing Authority may not renew the lease if the family has violated the requirement for resident performance of community service or participation in an economic self- sufficiency program and as stipulated in Part II of the lease.

XVII. Housekeeping Standards: In an effort to improve the livability and conditions of the apartments owned and/or managed by MHA or agents, uniform standards for resident housekeeping have been developed for all Resident families.

(a) **MHA Responsibility**: The standards that follow will be applied fairly and uniformly to all Residents. MHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection MHA will notify Resident in writing if he/she fails to comply with the standards. MHA will advise Resident of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, MHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Resident requesting or needing assistance in complying with the Housekeeping Standards.

(b) **Resident responsibility**: Resident is required to abide by the standards set forth below. **FAILURE TO ABIDE BY THE HOUSEKEEPING STANDARDS, INCLUDING REFUSAL TO ATTEND HOUSEKEEPING CLASSES AFTER HAVING BEEN FOUND IN VIOLATION OF 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.

(10) Smoke Alarms: should be operational, tested monthly, with sufficient battery or current.

Kitchen--

(1) Stove: should be clean and free of food and grease.

(2) Refrigerator: should be clean. Freezer door should close properly and freezer have 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 Resident:

(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.

RESIDENT 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.)

PART II of the RESIDENTIAL LEASE AGREEMENT

Memphis Housing Authority

THIS AGREEMENT is executed between the Memphis Housing Authority (herein called "MHA"), and (herein called the "Tenant"), and becomes effective as of

(1) **Unit**: That the MHA, 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 _____ (and hereafter called the "premises") to be occupied exclusively as a private residence by The Tenant and household. The Tenant UNIT NUMBER is

The Tenant's Account Number is:
The development number is:
The development name is:
Tenant's Auto License number is _____
Make_____ Model _____ Auto
VIN No. _____

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. All members of the household over age 18 shall execute the lease.

3. **Term:** The term of this lease shall be one calendar year and may be automatically renewed for the same period unless the resident or a member of the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program and/or as stipulated in Part I of the lease. The resident may be given and opportunity to cure the non-compliance in accordance with the Community Service policy which is attached and incorporated herein.

4. **Rent:** Initial rent (prorated for partial month) shall be $_____. ____ and, if applicable, the Tenant shall receive the benefit of $_____. ___ from MHA 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 fifth (5th)

business day of each month. A utility reimbursement of _____. _____ per month (if applicable) shall be paid to the utility supplier by MHA for the Tenant.

5. **Utilities and Appliances**: MHA-Supplied Utilities.
If indicated by an (X) below, MHA 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, MHA shall provide the following appliances for the premises:

(X) Cooking Range (X) Refrigerator

6. **Utility Allowances:** Tenant-Paid Utilities. If indicated by an (X) below, MHA 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. Charges for Excess Appliances (Not applicable to tenants who pay utilities directly to the utility supplier.) Charges for excess appliances are due per the following:

Air Conditioners: An additional charge of $_____ per month will be payable for each air conditioner in the premises for each month of occupancy.

Other Appliances: if checked below, an additional charge of $_____ per month for each month of occupancy for each excess appliance on the premises.

( ) Second Color TV ( ) Second Stereo
( ) Automatic Washer ( ) Electric Space Heater
( ) Extra Refrigerator ( ) Other: _____

8. **Security Deposit:** Tenant agrees to pay $100 as a security deposit. See Part I of this lease for information on treatment of the Security Deposit.

9. **Parking Pass**: The parking pass issued to Tenant is _____.

10. **Termination:** If the Tenant's fails to quit the premises after termination of the lease and court action is brought against the tenant, the tenant may be required to pay the cost of court and reasonable attorney's fee

11. **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 signature (s) below I/we also acknowledge that he Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT _____ DATE_____

CO-TENANT_____ DATE _____

ADULT HOUSEHOLD
MEMBER_____ DATE _____

ADULT HOUSEHOLD
MEMBER _____ DATE _____

ADULT HOUSEHOLD
MEMBER _____ DATE _____

MANAGER _____ DATE _____

WITNESS _____ 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 MHA before execution of the lease, or before MHA 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 MHA 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

LEASE ADDENDUM

Domestic Violence:

A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a Lessee's household or any guest or other person under the Lessee's control, shall not be cause for termination of the tenancy or occupancy rights, if the Lessee or immediate member of the Lessee's family is a victim of that domestic violence, dating violence, or stalking.

B. Notwithstanding subsection (a), or any Federal, State, or local law to the contrary, the Lessor may bifurcate a lease or remove a household member from a lease without regard to whether a household member is a signatory to a lease, in order to evict, remove, or terminate occupancy rights of any individual who is a lessee or lawful occupant and who engaged in criminal acts of physical violence against family members or others, without evicting, removing, or terminating occupancy rights, or otherwise penalizing the victim of such violence who is also a lessee or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.

C. The Lessor may request a certification that an individual is a victim of domestic violence, dating violence or stalking, and that the incident(s) in question are bona fide incidents of actual or threatened abuse. Such certification must include the name of the perpetrator, and may be in the form of (i) HUD Form 50066, or other HUD approved certification form, (ii) a court record, or (iii) documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or medical professional from whom the individual has sought assistance which attests to the bona fide existence of such actual or threatened abuse.

D. Nothing in this Section:
   1. limits the Lessor from honoring court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim or issued to address the distribution or possession of property among the household members in cases where a family breaks up;

2. limits the Lessor from evicting a lessee for any violation of a lease not premised on the act or acts of violence in question against the Lessee or a member of the Lessee's household, provided that the Lessor 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 lessees in determining whether to evict;
3. limits the Lessor from terminating the tenancy of any lessee if the Lessor can demonstrate an actual and imminent threat to other lessees or those employed at or providing service to the property if that lessee is not evicted;
4. supersedes 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.

E. All information the Lessor may request to confirm domestic violence, dating violence or stalking victim status, pursuant to federal law, shall be retained in confidence by the Lessor, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:

1. requested or consented to by the individual in writing;
2. required for use in an eviction proceeding; or
3. otherwise required by applicable law.

ATTACHMENTS:

If indicated by an (X) below, MHA has provided the tenant with the following attachments and information:

( ) Part I of this Lease
( ) Pet Policy
( ) Standard Maintenance Charges
( ) Watch Out for Lead Paint Poisoning
( ) Grievance Procedure
( ) Housekeeping Standards
( ) Other: _____

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above attachments and information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renters." The above information has been thoroughly explained to me/us. I/We understand the possibility the lead-based paint may exist in the unit.

I/We understand that the above attachments are a part of this Agreement.

_____ _____
Tenant's Signature Date

OFFICE ADDRESS_____

HOURS: 8:00 AM -- 4:30 PM

TELEPHONE NUMBER:

Grievance Procedure of the Memphis Housing Authority

1. Definitions applicable to the grievance procedure: [966.53]

A. Grievance: Any dispute which a Tenant may have with respect to MHA action or failure to act in accordance with the individual Tenant's lease or MHA regulations which adversely affects the individual Tenant's rights, duties, welfare or status.

B. Complainant: Any Tenant (as defined below) whose grievance is presented to the MHA (at the central office or the development office) in accordance with the requirements presented in this procedure.

C. Elements of due process: An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

(1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
(2) Right of the Tenant to be represented by counsel;
(3) Opportunity for the Tenant to refute the evidence presented by the MHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
(4) A decision on the merits.

D. Hearing Officer: A person selected in accordance with 24CFR § 966-55 and this procedure to hear grievances and render a decision with respect thereto.

E. Hearing Panel: A three member panel selected in accordance with 24CFR § 966.55 and this procedure to hear grievances and render a decision with respect thereto.

F. Tenant: The adult person (or persons) (other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the MHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

G. Resident Organization: An organization of residents, which also includes a resident management corporation.

II. Applicability of this grievance procedure [966.51]

In accordance with the applicable Federal regulations (24 CFR § 966.50) this grievance procedure shall be applicable to all individual grievance (as defined in Section I above) between Tenant and the MHA with the following two exceptions:

A. Because HUD has issued a due process determination that the law of the State of that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:

    a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the MHA, or
    b. Any drug-related criminal activity. [966.51 (2)(i) and (ii)]

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

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

Any changes proposed in this grievance procedure must provide for at least 30 days notice to Tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the MHA before any revisions are made to the grievance procedure. [966.52 (c)]

III. Informal settlement of a grievance [966.54]

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

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

As soon as the grievance is received, it will be reviewed by the management office of the development or the VCA Administrator (if applicable) to be certain that neither of the exclusions in paragraphs II. A or II. B above applies to the grievance. Should one of the

exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the MHA's grievance procedure, with the reason therefore.
If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within ten working days** to meet so the grievance may be discussed informally and settled without a hearing. At the informal hearing the complainant will present the grievance and the person in charge of the management office or the VCA Administrator will attempt to settle the grievance to the satisfaction of both parties.

Within five working days following the informal discussion, the MHA shall prepare and either give or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Tenant's file.

IV. Formal Grievance Hearing

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a hearing to the management office of the development where Tenant resides **no later than five working days after the summary of the informal hearing is received**. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion [966.55 (a)]

The written request shall specify:

The reason for the grievance;

The action of relief sought from the MHA; and

Several dates and times **in the following ten working days** when the complainant can attend a grievance hearing.

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

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

Failure to request a grievance hearing does not affect the complainant's right to contest the MHA's decision in a court hearing. [966.55]

V. Selecting the Hearing Officer or Hearing Panel [966.55 (b) (2) (ii)]

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

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

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

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

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

B. A slate of potential hearing officers or hearing panel members nominated by the MHA shall be submitted to the MHA's resident organizations. Written comments from the organizations shall be considered by the MHA before the nominees are appointed as hearing officers or panel members.

C. When the Comments from resident organizations have been received and considered, the nominees will be informed that they are the MHA's official grievance hearing committee. The MHA will subsequently contact committee members in random order or by any other unbiased process to request their participation as hearing panel members or hearing officers.

VI. Escrow deposit required for a hearing involving rent [966.55 (e)]

Before a hearing is scheduled in any grievance involving the amount of rent which the MHA claims is due under this lease, the complainant shall pay to the MHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the

same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel.

This requirement will not be waived by the MHA unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption. In this case only, rent need not be escrowed.

VII. Scheduling hearings [966.55]

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

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

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

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

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

VIII. Procedures governing the hearing [966.56]

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

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

   The Tenant shall be allowed to copy any such document at the Tenant's expense. If the MHA does not make the document available for examination upon request by the complainant, the MHA may not rely on such document at the grievance hearing.

B. The rights to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf.

C. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by the MHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information, the MHA or project management relies.

D. A decision based solely and exclusively upon the fact presented at the hearing. [966.56 (b)]

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. [966.56 (c)]

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

The hearing shall be conducted informally by the hearing panel or officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. [966.56 (f)]

The hearing panel or officer shall require the MHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. [966.56 (f)]

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

The MHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant which is required under this procedure must be in an accessible format. [966.56 (h)]

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

XI. Failure to appear at the hearing

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

Both the complainant and the MHA shall be notified of the determination by the hearing panel or officer; Provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have a contest the MHA's disposition of the grievance in court. [966.56 (d)]

XII. Decision of the hearing panel or officer [966.57]

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

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

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

A. The grievance does not concern MHA action or failure to act in accordance with or involving the complainant's lease or MHA regulations, which adversely affect the complainant's rights, duties, welfare or status.

B. The decision of the hearing panel or officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the MHA.

A decision by the hearing panel or officer or Board of Commissioners in favor of the MHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later. [966.57]

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public housing units.

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uary 4, 2008.

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dual development plans for self-sufficiency (i.e.,
d.)

Housing Authority

DHAP Administrative Plan

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Chapter 1: Statement of Policies and Objectives

Introduction 1.0

Many families who registered with FEMA were able to receive assistance either through a direct or financial assistance program under the Robert T. Stafford Disaster Relief and Emergency Act (Stafford Act) (42 U.S.C. 5121 et seq, Public Law No. 93-288, as amended.). Those families that are still receiving assistance from FEMA will now be eligible for the DHAP, a joint initiative between HUD and FEMA.

HUD and FEMA executed an Interagency Agreement (IAA) under which HUD acts as the servicing agency of the Disaster Housing Assistance Program (DHAP). DHAP is a HUD-FEMA pilot grant program to provide rent subsidies for non-HUD assisted individuals and families displaced by Hurricane Katrina or Hurricane Rita. Pursuant to FEMA's grant authority, grants are provided to PHAs to administer DHAP on behalf of FEMA. Under DHAP PHAs make rental assistance payments on behalf of eligible families to participating landlords for a period not to exceed 15 months commencing December 1, 2007, and ending March 1, 2009.

While DHAP's primary purpose is to ensure displaced families do not experience an interruption in rental subsidy when FEMA's assistance expires, the new program is also designed to assist families in continuing to move toward self-sufficiency. Residents in the program are to receive case management services coordinated by PHAs to help them get back on their feet, including financial education, job training or other social services. The PHA commenced pre-transitional case management activities on November 1, 2007.

Under the program, local public housing agencies are selected to administer the program and work directly with families. The PHA was selected by HUD to administer DHAP vouchers for a specific area or areas. To prepare families for self-sufficiency, families will receive full rental coverage for the first 3 months of the 15-month period. On March 1, 2008, the level of subsidy would begin to be reduced, which will gradually lead families toward independence.

Purpose of the DHAP Administrative Plan 1.1

The purpose of the Administrative Plan is to provide guidance in administering the DHAP program in accordance with the grant program requirements and any other subsequent HUD directives and guidance for the program.

The PHA's DHAP is designed to achieve six major objectives:

1. To provide temporary assistance to families in accordance with regulatory requirements.

2. To ensure that all units meet inspection standards required by the program and to ensure families pay fair and reasonable rents according to program requirements.

3. To promote fair housing and the opportunity for families of all ethnic backgrounds to experience freedom of housing choice.

4. To provide safe, decent, and sanitary housing conditions for eligible families.

5. To provide incentives to private property owners by offering timely assistance payments.

6. To promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to DHAP families.

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 DHAP not addressed in this document are governed by the DHAP grant, DHAP-required documents, HUD handbooks and guidebooks, notices and other applicable law. The policies in this administrative plan have been designed to ensure compliance with all FEMA/HUD requirements for program funding. Hereinafter, the Administrative Plan shall be referred to as the Plan.

The PHA is responsible for complying with all subsequent changes in HUD requirements pertaining to these programs. All Federal Regulations issued by HUD shall take precedence over any and all state, county and local requirements.

The PHA must administer the program in conformity with the Fair Housing Act, Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act.

Mandatory vs. Discretionary Policy

HUD makes a distinction between:

- Mandatory policies: those driven by legislation, regulations, current handbooks, notices, and legal opinions.
- Optional, non-binding guidance, including guidebooks, notices that have expired and recommendations from individual HUD staff.

Terminology 1.2

"Family" is a group of people or 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.

"Transitioning-in-Place Family" refers to a family that was in the same unit assisted by FEMA/CLC the day before the effective date of the Disaster Rent Subsidy Contract.

"Mover Family" refers to a family who initially leases up under DHAP who was in a different unit assisted by FEMA/CLC the day before the effective date of the contract. It also refers to families who transitioned-in-place under DHAP but subsequently (after the effective date of the DRS contract) move to a different unit.

"DHAP Participating Family" refers to a family who is being assisted under the Disaster Housing Assistance Program.

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

"HQS" means the Housing Quality Standards required by HUD regulations.

"Group 1 Families" include:

a. A family that is currently receiving rental assistance under the Stafford Act from FEMA through its contractor Corporate Lodging Consultants (CLC), and FEMA determines the family is eligible for continued rental assistance. These families have a lease with the owner and CLC has entered into a Direct Assistance Program (DAP) contract with the owner.

b. A family that is receiving rental assistance from FEMA in a privately-owned rental unit, but not through CLC, and FEMA determines the family is eligible for continued rental assistance. In this situation, there is no contractual relationship between FEMA and the owner.

"Group 2 Families" include:

a. A family that is not currently receiving rental assistance from FEMA but is determined eligible by FEMA for DHAP before the DHAP ends.

b. A family that is relocating out of a FEMA provided temporary housing unit and is determined eligible for FEMA assistance (e.g. FEMA trailer.)

c. A family that is vacating a HUD provided Real Estate Owned (REO) property in which they were residing under an arrangement between HUD and FEMA, and FEMA determines the family is eligible for continued rental assistance.

Chapter 2. Fair Housing and Reasonable Accommodation

Fair Housing Policy 2.0

It is the policy of the 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 DHAP on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability or sexual orientation. The PHA will assist families in filing claims of fair housing discrimination.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal/State/local information to DHAP participants 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.

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.

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.

Discrimination Complaints 2.1

If a 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 participant’s assertions have merit and take any warranted corrective action. In addition, the PHA will provide the participant with information about how to file a discrimination complaint.

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).

Reasonable Accommodations Policy [24 CFR 700.254(C)(3)] 2.2

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. 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, and when the PHA schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

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

A record of such impairment; or

Being regarded as having such an impairment.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403(a), individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol 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.

Request for Accommodation 2.3

If a 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.

Approval/Denial of a Requested Accommodation 2.4

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 14 calendar 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 DHAP 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 14 calendar days from the date of the most recent discussion or communication with the family.

Verification of Disability 2.5

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.

Once the person's status as a qualified person with a disability is confirmed, the PHA will require that a professional third party competent to make the assessment provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the PHA finds that the requested accommodation creates an undue administrative or financial burden, the PHA will either deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of the PHA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the PHA.

The PHA will provide a written decision to the person requesting the accommodation within 14 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. It is the policy of the PHA to be service-directed in the administration of our housing programs, and to exercise and demonstrated a high level of professionalism while providing housing services families.

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

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].

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.

Program Accessibility for Persons with Hearing or Vision Impairments 2.6

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.

Physical Accessibility 2.7

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 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.

Termination of Assistance 2.8

A PHA's decision to terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation.

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 terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation.

Definition of a Person with a Disability under Federal Civil Rights Laws [24 CFR Parts 8.3 and 100.201] 2.9

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 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 Housing Choice Voucher program, yet an accommodation is needed to provide equal opportunity.

Translation of Documents 2.10

The Housing Authority has bilingual staff to assist non-English speaking families in the following languages: Spanish.

In determining whether it is feasible to provide translation of documents written in English into other languages, the PHA will consider the following factors:

- Number of participants in the jurisdiction who do not speak English and speak the other language.
- Estimated cost to PHA per client of translation of English written documents into the other language.
- The availability of local organizations to provide translation services to non-English speaking families.

Chapter 3. Eligibility, Intake, and Initial Briefing

General Overview 3.0

Under the DHAP, a determination of a family's eligibility is solely the responsibility of FEMA, not the PHA. The PHA does not determine the family's initial eligibility or screen the family for the program. DHAP assistance is provided for families that were displaced by Hurricane Katrina or Rita and as a result have been previously determined, or are subsequently determined, by FEMA to meet FEMA's eligibility requirements for housing assistance under the Stafford Act.

There are two groups of eligible or potentially eligible families as follows:

"Group 1 Families" include:

a. A family that is currently receiving rental assistance under the Stafford Act from FEMA through its contractor Corporate Lodging Consultants (CLC), and FEMA determines the family is eligible for continued rental assistance. These families have a lease with the owner and CLC has entered into a Direct Assistance Program (DAP) contract with the owner.

b. A family that is receiving rental assistance from FEMA in a privately-owned rental unit, but not through CLC, and FEMA determines the family is eligible for continued rental assistance. In this situation, there is no contractual relationship between FEMA and the owner.

"Group 2 Families" include:

a. A family that is not currently receiving rental assistance from FEMA but is determined eligible by FEMA for DHAP before the DHAP ends.

b. A family that is relocating out of a FEMA provided temporary housing unit and is determined eligible for FEMA assistance (e.g. FEMA trailer.)

c. A family that is vacating a HUD provided Real Estate Owned (REO) property in which they were residing under an arrangement between HUD and FEMA, and FEMA determines the family is eligible for continued rental assistance.

The PHA must access the Disaster Information System to verify the family's eligibility status. The DIS record lists the head of household and the other members of the eligible family. A family that wishes to appeal FEMA's determination that the family is not eligible for DHAP must be referred by the PHA to FEMA, conditioned on the circumstances described below. Any review and resolution of the family's appeal of their eligibility status is conducted by FEMA.

Family Eligibility for DHAP When Family Composition Differs from DIS 3.1

If the PHA determines that the composition of the family is now different than the family composition reflected in DIS, the family is eligible for DHAP provided that the family member designated by FEMA as the head of household is still a member of the family. If the family member designed by FEMA as the head of household is no longer a member of the family, the PHA will not transition the family to DHAP at this time. Instead, the PHA will report the change in family composition to HUD who will pass the information to FEMA. The family will be contacted by FEMA who will make the final determination of continued eligibility. HUD will advise the PHA of the decision.

If a new head of household is designated, that person must agree to and comply with the family obligations.

Continued Eligibility for Remaining Members When Head Dies/Leaves Family 3.2

If the family breaks up and the designated head of household wishes to continue to receive DHAP, only those family members remaining with the head of household continue to receive the DHAP assistance. This is regardless of the reason for the family breakup.

When the head of household dies or otherwise leaves the family, the remaining family members may still be eligible for DHAP. To be eligible for continued DHAP assistance, at least one of the remaining family members must:

- Have been a member of the family determined eligible by FEMA for continued DHAP assistance (as evidenced by the original family record in DIS); and
- Have legal capacity to enter a lease under State and local law.

If none of the remaining family members originally determined eligible by FEMA for continued assistance under DHAP have legal capacity to enter into a lease under State and local law, the family may not be eligible for continued assistance. If the family wishes to add a family member with legal capacity to enter into a lease under State and local law, the PHA will report the proposed change in family composition to HUD who will pass the information to FEMA. The family will be contacted by FEMA who will make the final decision. HUD will advise the PHA of the decision. The new family member with legal capacity must agree to and follow the family obligations.

Pre-Transition PHA Intake Process for Group 1 Families 3.3

Once the PHA enters into a Grant Agreement with FEMA, the PHA receives from HUD an initial list of families eligible for DHAP assistance. The PHA verifies the family's eligibility in the Disaster Information System database and then begins pre-transition activities.

The CLC provides Group 1 families a notification that participation in the existing rental assistance program shall end effective November 30, 2007, and that the families will be contacted by the PHA administering DHAP in their jurisdiction to participate in DHAP. The CLC shall provide all participating owners with a notice of termination in accordance with Part B, Section 4 of the DAP contract effective no later than November 30, 2007.

There may be extenuating circumstances where families may continue to be assisted by CLC on a temporary basis. There are three boxes to check in the DIS system so that payment may begin: Intake, Case Management, and Landlord. If all three boxes are checked, HUD will provide funds to the PHA to make the payment. If the Landlord box is not checked, CLC will provide payment for the family for December 2007.

The families will be provided an intake briefing to introduce them to the transition to DHAP, program operation, and DHAP requirements. The PHA will gather required program documents at the intake briefing and will provide staff to answer specific situational questions.

Families will be provided the name of their primary Housing Counselor to contact for information pertaining to lease-up.

See Chapter 7 Leasing for further information.

Family Intake Process for Group 2 Families 3.4

HUD has established Referral Call Centers that will assist Category 2 families. Two toll-free RCC numbers have been established for DHAP eligible families and PHAs that will administer DHAP. The RCC counselors will use resources, including the Disaster Information System, to match eligible families with participating PHAs.

For Category 2 families, FEMA will determine (or has previously determined) that the family is eligible for DHAP assistance and informed HUD of the family's eligibility. HUD will enter the family's information in the Disaster Information System. FEMA will refer the eligible family to the RCC (or participating PHA, if known). The family will telephone the RCC counselor using the toll-free phone number. The RCC counselor will refer the family to the DHAP PHA in the location where the family wants to live. If there is no DHAP PHA in the area, the RCC will contact HUD.

Upon the family's arrival at the PHA, the PHA will access the Disaster Information System website to confirm family eligibility for DHAP and will begin the briefing activities defined in that section.

Family Briefings 3.5

The PHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to determine whether they wish to stay in the same unit or

locate an acceptable housing unit to which they will move. 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 briefing to ensure that families know how the program works, especially group one families who will be transitioning in their current unit. The briefing will provide the requirements of the new program, a broad description of owner and family responsibilities, and PHA procedures. The family will also receive a briefing packet/toolkit which provides more detailed information about the program.

At the briefing, the PHA will advise the family of any amount of rent that is the family's responsibility (in cases where the lease rent exceeds the subsidy) and explain the incremental rent transition requirement that will become effective March 1, 2008. The PHA will also provide the family with a list of family obligations under the DHAP, and inform the family that they will be required to execute a lease if they do not currently have one and the HUD-provided DHAP lease addendum with the owner.

The PHA will inform the family that, as a condition of participation, the family must receive on-going case management services and sign a certification of family obligations under the program. If a family does not want to receive case management services or refuses to sign the certification, the PHA will inform the family that they will not be able to participate in DHAP or any FEMA housing program. The PHA will not assist the family in such instance and must record this information in the DIS. The PHA must request a signed statement from the family acknowledging that the family understands that as a result of their refusal to comply with these requirements, the family may not participate in the DHAP or any other FEMA housing program. If the family refuses to sign the statement, the PHA will document the family's refusal to do so.

HUD added three family obligations in November 2007. If the family had already signed a certification of family obligations prior to this addition, the family will be required to resign their certification of family obligations which includes the three new obligations. This certification may be signed after December 1, 2007, but should be signed as soon as possible.

Briefings will be conducted in English. If required, briefings may also be conducted in Spanish and other languages when required. The purpose of the briefing is to explain how the program works and the documents in the DHAP family briefing 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.

All DHAP participants are required to provide required intake documents and will be invited to attend a briefing. The PHA will brief participants individually or in group sessions. Families who attend group briefings and still have the need for individual assistance will be referred to a Housing Counselor**.**

Failure of families to provide required intake documents, such as sign the certification of family obligations, shall result in the family's status being EOP'd in the HUD Disaster Information

System unless special consideration has been granted by the PHA. Families who provide prior notice of an inability to attend a briefing will be scheduled for the next available briefing or an individual briefing session.

Briefing Other Families

Upon the family's arrival at the PHA, the PHA will access the Disaster Information System website to confirm family eligibility for DHAP**.** The PHA briefs the family on the DHAP requirements and must inform the family that on-going case management services are required for DHAP participants. The PHA will then work with the family to assess the family's current situation and provide housing search services if required as well as case management services.

Documents to Be Provided at Intake 3.6

These documents will be requested at Intake. To facilitate lease-up and timely DHAP assistance, the family's documents may be provided after lease-up.

Legal Identity

Although not required by DHAP, to prevent program abuse, the PHA will request all adult household members to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. The PHA prefers an official photo ID as the primary method of verification. If that form of identification is not available, the other verification sources listed below may be utilized. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required:

- Photo ID (preferably a current, valid Driver's license)
- Certificate of Birth, naturalization papers
- Church issued baptismal certificate
- U.S. military discharge (DD 214)
- U.S. passport
- Voter's registration
- Company/agency Identification Card
- Department of Motor Vehicles Identification Card

- Hospital records

If, for any reason, legal identify for a minor is required, 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 verification.

Social Security Numbers

Although providing proof of social security numbers is not required by DHAP, to prevent program fraud, the PHA will request that social security numbers be provided for all family members age six and over if they have been issued a number. The PHA will request social security numbers for all family members, but especially for family members age six and over if they have been issued a number. The PHA will require social security numbers when needed by DIS.

The primary 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 ages six and older will be requested 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 requested and provided at the time the change in family composition is reported to the PHA.

If the family member states they have not been issued a number, the family member will be requested to sign a certification to this effect.

Release of Information Forms

Since Release of Information is required by the HUD Notice relating to Case Management Guidelines, and to prevent fraud and to process hardship requests, two types of release of information will be requested: the HUD 9886 Release of Information form and a General Release of Information form. To complete the intake process, these documents will be gathered and signed by the head of household. After lease-up, the PHA may require signatures for all adult household members if needed for case management.

Owner Briefings 3.7

The PHA will conduct owner briefings to explain the program requirements and provide program information so that the owner can determine if they are willing to participate in the DHAP. If not, the family will have to move to receive DHAP assistance. Prompt outreach to owners from the PHA will allow more time for the family to start intensive housing search (if necessary) so as to provide uninterrupted rental subsidy.

The PHA will explain the DHAP program to the owner and any changes in the portion of the rent to owner paid by the PHA and the family, including the incremental rent transition that will become effective March 1, 2008. The PHA will inform the owner that they will be required to execute the Disaster Rent Subsidy Contract (DRS Contract) and the lease addendum with the family to be effective December 1, 2007, so that the family can be assisted as of that date.

The PHA will also explain that, in accordance with the DRS Contract, rental subsidy payments under the DHAP will commence on or after the transition date of December 1, 2007, as long as the DRS contract and Lease Addendum are executed. Prior to the transition date, the owner will continue to receive payments from CLC in accordance with the Disaster Rent Subsidy Contract (DRS Contract). It is not necessary for an owner and tenant to enter into a new lease in order to receive assistance under the DRS Contract if a lease is already in place, only that the owner and tenant execute a lease addendum. Likewise, the rent currently charged by the owner is not affected by the DRS Contract and the lease addendum. The effective date of the DRS Contract and the HUD-provided lease addendum is specified in the Disaster Rent Subsidy Contract.

Chapter 4. Subsidy Standards and Family Composition

General Information 4.0

Subsidy standards are used to determine family unit size (voucher size) (see Chapter 5 for Voucher Issuance). Subsidy standards are directly related to family composition. However, under DHAP the family unit size for voucher issuance vs. subsidy calculation may be different.

For subsidy standards, an adult is a person 18 years or older. All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

One bedroom will 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.

Guidelines for Assigning Family Unit Size 4.1

Generally, the PHA assigns one bedroom to two people within the following guidelines:

- Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults should be allocated a separate bedroom.
- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship), which will allow an adult with a child twelve (12) months or two (2) children under the age of four (4) to have an additional bedroom.
- Separate bedrooms should be allocated for any sibling of the opposite sex to have their own bedroom after the age of one (1) and allow siblings of the same sex to have an additional bedroom if they are more than five (5) years apart in age.
- Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.
- Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant’s family.
- Space may be provided for a child who is away at school but who lives with the family during school recesses.
- Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.
- Adults of different generations will have separate bedrooms.

- A single pregnant woman with no other family members must be treated as a two-person family.

- Single person families shall be allocated [zero/one] bedroom.

GUIDELINES FOR DETERMINING DHAP VOUCHER SIZE		
Voucher Size	**Persons in Household**	
	Minimum Number	**Maximum Number**
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	6
3 Bedrooms	3	8
4 Bedrooms	4	10
5 Bedrooms	6	12
6 Bedrooms	8	

Exceptions to Subsidy Standards Guidelines 4.2

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.

The family may request a larger sized voucher than indicated by the PHA's subsidy standards. Such request must be made in writing within 10 calendar 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. The PHA will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

Requests based on health related reasons must be verified by a doctor/medical/ professional/ social service professional.

Family Composition Changes 4.3

Since the FEMA rental assistance was based on the actual composition of the household that was displaced by the disaster and the amount of the assistance is not adjusted to cover subsequent increases in family size that occurred after the disaster since the family's housing need with respect to the additional family members is not directly related to the hurricanes, the subsidy standards applied to obtain the family unit size for rent calculation purposes are different than the HCV program. The DHAP does not take any increases in family size that occurred after FEMA's initial family eligibility determination into consideration for purposes of the DHAP rent subsidy calculation (see Chapter 10. DHAP Monthly Rent and Subsidy.)

For DHAP participating families, a subsequent increase in the size of the family does not result in the family qualifying for a larger unit size under the PHA subsidy standards for purpose of the subsidy calculation, either during the term of the DRS Contract or any new DRS Contract. One exception to this is whether the family meets the HQS requirement for space standards or can be granted an exception (see Chapter 8. Unit Inspections and Chapter 10. DHAP Monthly Rent and Subsidy.)

Other Changes in Family Composition 4.4

A subsequent increase in the size of the family does not result in the family qualifying for a larger family unit size under the PHA subsidy standards for purposes of the subsidy calculation, either during the term of the existing DRS contract or a new DRS contract.

However, if the increase in family size results in the unit no longer meeting the HQS requirement under 982.401(d) that each dwelling unit must have at least one bedroom or living/sleeping room for each two persons, the PHA may grant an exception from this requirement on a case-by-case basis at the request of the family. The PHA may take the limited duration of the DHAP assistance into account when making the determination. The PHA must record any such HQS exception for the unit and maintain a record of the exception. There will be no increase in subsidy in these exception situations.

If a decrease in family size results in the family qualifying for a smaller family size unit under the PHA subsidy standards during the term of the DRS contract, the lower FMR/Payment Standard amount is not applied to the family's subsidy during the term of the DRS contract (see Chapter 10. DHAP Monthly Rent and Subsidy).

PHA Error 4.5

If the PHA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

Unit Size Selected 4.6

The family may select a different size dwelling unit than that listed on the Voucher. The monthly subsidy formula will be impacted by the size unit selected (see Chapter 8. DHAP Monthly Rent Subsidy.)

Chapter 5. Verification

The document verification requirements are described in Chapter 3. Eligibility, Intake and Initial Briefing.

Since it is not required by DHAP, the PHA will not verify annual income used for determination of hardship on a regular basis. However, to prevent fraud, the PHA will establish a methodology to randomly verify annual income in hardship cases to determine whether there are incidents of fraud indicating a stronger verification requirement.

Chapter 6. Issuance of DHAP Vouchers for Families who Move

Introduction 6.0

DHAP does not require the issuance of a Voucher. Therefore, if the PHA uses a voucher for tracking purposes, the HCV program Voucher must be changed to reflect a DHAP Voucher. The PHA elects not to issue a voucher for families transitioning in place, although a voucher number will be retained in the software. Vouchers are based on family size and composition (see Chapter 4. Subsidy Standards and Family Composition.) In the DHAP program, the family unit size determined under the subsidy standards is not always the family unit size used for subsidy calculations (See Chapter 4 Subsidy Standards and Family Composition and Chapter 10 Monthly Rent and Subsidy Calculation.)

Voucher Issuance 6.1

Vouchers will be issued for program participants who wish to move to a different unit. The voucher will act as the family's authorization to search for housing which meets the program requirements. When the family is moving to another unit, the PHA issues a DHAP voucher based on the PHA's subsidy standards. Families may choose a different size unit than is listed on their voucher. However, the subsidy may be different and there are additional standards to be met, such as Housing Quality Standards space standards for overcrowding purposes. 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.

Voucher Extensions 6.2

A family may request a written request for an extension of the DHAP Voucher time period. All requests for extensions must be received prior to the expiration date of the Voucher. The Voucher will be issued in increments of sixty calendar days. The family will be requested to submit a Request for Approval of the Tenancy within the sixty-day period unless an extension has been granted by the PHA. There are no limits on the number of times the voucher may be reissued/extended as long as the family remains eligible for DHAP in the PHA's area of operation and as long as DHAP is still in effect (prior to the ending date of March 2009.)

Remaining Member of Tenant Family – Retention of Voucher 6.3

Refer to Chapter 3. Eligibility, Intake and Initial Briefings for information about the eligibility of remaining family members, particularly section 3.2.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the family.

Chapter 7. Family Lease-up

General Overview 7.0

The PHA contacts the owner of the private rental unit where the family is currently receiving FEMA rental assistance (or the private rental unit identified as a suitable unit for families relocating out of a FEMA provided temporary housing unit) at the earliest opportunity, explains the DHAP to the owner and determines if the owner is willing to participate in the DHAP. The PHA will inform the owner of any changes in the portion of the rent to owner paid by the PHA and the family, including the incremental rent transition that will become effective March 1, 2008. If the owner is unwilling to participate in DHAP, the family will have to move to receive DHAP assistance. If the family chooses to stay in the unit, they will do so without the benefit of DHAP or other housing assistance from FEMA.

Transitioning-in-Place Families 7.1

"Transitioning-in-Place Family" refers to a family that was in the same unit assisted by FEMA/CLC the day before the effective date of the Disaster Rent Subsidy Contract.

The PHA will have briefed the family and the owner of the program requirements, and the owner will have agreed to participate in DHAP. If a family is already under lease and wishes to remain in-place to receive DHAP assistance, the owner and the family may remain under the existing lease, provided that they execute the DHAP lease addendum. The family and owner may also choose to enter into a new lease that commences at the same time as the effective date of the DRS Contract. In cases where the family resides in a unit where there is no lease, the family and owner must enter into a lease and execute the lease addendum to receive assistance under DHAP. The owner and the PHA must enter into a Disaster Rent Subsidy Contract. The lease and contract dates are not required to run concurrently.

Families who move prior to their participation in DHAP will be considered a transitioning-in-place family if the family was in the same unit assisted by FEMA/CLC the day before the effective date of the Disaster Rent Subsidy Contract.

The family will not be issued a voucher if they remain in place unless the family decides to move after the initial DHAP participation.

The unit will be inspected and will only fail for health and safety items (see Chapter 8. Unit Inspections.)

The unit will not be subject to rent reasonableness determinations unless the owner requests a rent increase after the effective date of the Disaster Rent Subsidy Contract. (See Chapter 9 Rent Reasonableness.)

Although not required by DHAP, the PHA has will request owners to submit documents such as proof of ownership of the property to be rented, W-9 form and direct deposit authorization form prior to the execution of the DRS Contract. The PHA will accept a recorded deed or County Assessor Department printout with name of owner and address of property as verification of ownership. In the event that the owner utilizes a property manager, the owner shall also submit to the PHA an executed copy of the management agreement and taxpayer identification for the property manager (i.e., SSN or Tax ID Number).

"Mover" Families 7.2

Mover families are defined as a family who initially leases up under DHAP who was in a different unit assisted by FEMA/CLC the day before the effective date of the contract. It also refers to families who transitioned-in-place under DHAP but subsequently (after the effective date of the DRS contract) move to a different unit. A family who moves to a new unit to begin the DRS contract (such as December 1) so that their DRS contract unit is a different unit would be considered a Mover family. These families have slight different requirements for lease-up.

If the owner does not wish to participate in the DHAP or the family wishes to move *and the move will occur on the effective date of the DRS contract*, the family will be considered a Mover Family because they were not in the same unit the day prior to the effective date of the DRS contract. For these families, the PHA will inquire if the family wishes to move to another unit and receive DHAP assistance in the PHA jurisdiction, or wishes to return to their pre-disaster jurisdiction or another jurisdiction and receive DHAP assistance where they plan to permanently reside. If the family wishes to remain in the PHA jurisdiction, the PHA provides the family with housing search assistance. If the family informs the PHA that they wish to lease under DHAP in an area outside the PHA's jurisdiction, the PHA is responsible for identifying the DHAP administering PHA with jurisdiction over the area. The PHA will advise the family how to contact and request assistance from that PHA, and promptly notify the PHA when to expect the family.

These families will be required to sign a lease, a lease addendum, and a DRS contract to participate in DHAP. The unit will be subject to a Housing Quality Standards inspection and the rent reasonableness determination.

In any case where a family that was receiving FEMA rental assistance is moving from their unit instead of transitioning to DHAP in-place, termination of the DAP or the end of financial assistance payments by FEMA to the family does not affect the lease commitments of either the owner or the tenant in the FEMA assisted unit. It is the family's responsibility to resolve any issues that may arise under the lease as a result of vacating the previously FEMA assisted unit.

The family will be issued a voucher (see Chapter 6. Issuance of Vouchers for Families who Move) according to the subsidy standards (see Chapter 4. Subsidy Standards) to allow the family to search for another unit.

An increase in the size of the family does not result in the family qualifying for a larger family unit size under the PHA subsidy standards for purposes of the subsidy calculation, either during the term of the existing DRSC or under any new DRSC.

A decrease in the size of the family that results in the family qualifying for a smaller family unit size under the PHA subsidy standards is not applied to the family subsidy calculation during the term of the DRSC. However, the smaller family unit size under the PHA subsidy standards would be used to determine the applicable FMR/payment standard for purposes of calculating the subsidy under any new DRSC.

When a family locates a unit to rent, the family will submit a Request for Tenancy Approval and the proposed lease. The PHA will determine rent reasonableness and inspect the unit using Housing Quality Standards. If the unit is approvable, the PHA will prepare a DRS Contract and lease addendum for signature. The family and owner will sign the lease and the lease addendum. The PHA and the owner will sign a DRS Contract.

Ineligible Units 7.3

The following types of housing may not be leased under the DHAP:

- A public housing unit or Indian housing unit
- A unit receiving assistance under section 8 of the 1937 Act
- Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services
- College or other school dormitories
- Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions
- A unit occupied by its owner or by a person with interest in the unit
- A FEMA provided temporary or permanent housing unit
- A HUD Real Estate Owned (REO) property

In addition, the family may not receive the benefit of DHAP rent subsidy while receiving the benefit of other forms of housing subsidy, for the same unit or for a different unit, described in 24 CFR 982.352(c). This prohibition extends to other housing assistance provided by FEMA and HUD's Disaster Voucher (DVP) program.

Leasing Documents and Procedures 7.4

Most of the families initially transitioning into DHAP are already under existing leases. Where a family is already under lease and wishes to remain in place to receive DHAP assistance, the owner and the family may enter into a new lease that commences at the same time as the DRS contract or they may remain under the existing lease provided that the DRS contract and the DHAP lease addendum are executed.

Although not required by DHAP, the PHA has elected to utilize the RFTA for family moves and require the owner to submit proof of ownership documents whether transitioning in place or moving to another unit. To process a move, the Request for Tenancy Approval (RFTA), proof of ownership of the property to be rented, W-9 form and direct deposit authorization form must be submitted prior to the expiration of the DHAP voucher. The PHA will accept a recorded deed or county assessor's office printout with name of owner and address of property as verification of ownership. In the event that the owner utilizes a property manager, the owner shall also submit to the PHA an executed copy of the management agreement and taxpayer identification for the property manager (i.e., SSN or Tax ID Number). To process the move, the Request for Tenancy Approval will be signed by the owner and the DHAP participant.

The PHA will:

- Review the Request for Tenancy Approval (moves only);
- Discuss any inconsistencies or omissions with the family and the owner;
- Schedule and conduct inspection of the unit;
- If the unit passes, receive the executed DHAP lease addendum;
- Execute the DRS contract with the owner.

The PHA may not approve a new lease of a non-transitioning dwelling unit until the following program requirements are met:

- Unit is eligible;
- Unit is inspected and passed HQS;
- Rent to owner is reasonable.

The lease and the lease addendum are documents between the tenant and owner. The term and termination of the lease is determined by the lease documents. The tenant must have legal capacity to enter into a lease under State or local law. The owner may use their own form of lease but they must agree to use the DHAP lease addendum. If there are conflicts between the lease and lease addendum, the lease addendum language will prevail.

When the PHA determines the lease is approvable for moves and whether a current lease is in place or a new lease will be executed for transitioning families, the DRS Contract will be prepared. Once the leasing documents are prepared, the PHA will make arrangements for the documents to be signed by the family, owner, and the PHA, as appropriate, and provide signed

copies to each party. All documents sent for signature must be returned within ten days or payments will be held.

In addition to reviewing the specific terms of the contract and lease, the PHA will explain in detail:

- Owner requirements to maintain the unit, allow inspections, and inform the PHA if the tenant vacates without notice; and

- Tenant requirements to pay rent, maintain the unit, allow inspections, and notify the PHA when the family wishes to move.

After the review, the landlord, the tenant and the PHA execute the documents as appropriate. Document copies are distributed as follows:

- Owner: One copy of the Contract, one copy of the Lease (if applicable) and one copy of the Lease Addendum;

- Tenant: One copy of the Lease (if applicable) and one copy of the Lease Addendum; and

- The PHA Tenant File: One copy each of the Contract, the Lease, and the Lease Addendum.

Disaster Rent Subsidy Contract (DRS Contract) 7.5

Under the DRS contract, the PHA will pay the owner the monthly rent subsidy payment in accordance with the contract. The owner is responsible for performing all of the owner's obligations under the DRS contract.

The owner is responsible for the screening and selection of the family to occupy the owner's unit. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. The owner is responsible for ensuring that all screening takes place in accordance with the non-discrimination requirements of the Fair Housing Act and any state and local non-discrimination requirements. This includes allowing a person with disabilities to make reasonable modifications at their own expense to the unit to render the unit accessible.

The term of the DRS contract begins on the date specified in the contract. The PHA may terminate the DRS contract in accordance with the terms of the contract. The PHA must record the family unit information in the Disaster Information System (DIS) once a DRS contract is executed with the owner.

The PHA must use best efforts to execute the DRS contract before the effective date of the approved DHAP tenancy. However, the PHA may execute the DRS contract up to 30 calendar days after approving the DHAP tenancy if warranted by individual circumstances. Payments cannot be made by the PHA until the DRS contract is executed.

Making Payments to Owners 7.6

Once a DRS contract is executed, the PHA shall process payments to the owner. The effective date and the amount of the subsidy are entered into the computer system. This information is verified by supervisory staff. The PHA is responsible for producing payments to the owners or owner's agents.

If a family takes possession prior to the effective date of the Disaster Rental Subsidy Contract, the family is responsible for all rents due.

Rent subsidy payments shall only be paid to the owner while the family is residing in the unit during the term of the contract. The owner must promptly notify the PHA if the family moves out. The PHA shall not pay a DHAP rent subsidy to the owner for any month after the month the family moves out.

The family is not responsible for payment of the portion of the rent to owner covered by the subsidy under the DRS contract.

In cases where there is a family contribution to the rent (the portion of the rent charged by the owner under the lease that is not covered by the monthly DHAP rent subsidy), the owner is responsible for collecting that amount directly from the family. In addition, effective March 1, 2008, the landlord will be responsible for collecting the family's portion of the rent attributable to the incremental rent transition unless a hardship exception has been granted by the PHA. The owner is responsible for enforcing the terms of the lease, including collecting any charges for unit damage by the family. At such time that the monthly rent subsidy payments cease, the family assumes sole responsibility for the entire rent charged by the owner.

A subsidy check register will be used as a basis for monitoring the accuracy and timeliness of payments. The PHA maintains payment information in its system and changes are made automatically to the computer system for the applicable effective date. All payments will be made by direct deposit to the account(s) specified by the owner on or about the first day of each month.

Changes in Lease or Rent 7.7

The tenant and the owner may not make any change in the lease 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 lease addendum.

In the following cases, rent subsidy payments shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new DRS contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
(2) If the family moves to a new unit, even if the unit is in the same building or complex.

PHA approval of the tenancy, and execution of a new DRS contract, are not required for agreed changes in the lease other than those specified in (1) and (2) above.

The owner must notify the PHA and the tenant of any changes in the amount of the lease rent at least thirty days before any such changes go into effect, and the amount of the lease rent following any such agreed change must be in accordance with DHAP requirements.

Chapter 8. Unit Inspections

General Overview 8.0

The PHA will inspect all units to be assisted prior to initial lease-up or shortly after initial lease-up for families transitioning in place.

Health and safety items or HQS deficiencies, as applicable, which cause a unit to fail must be corrected by the landlord. It is a family obligation to allow the PHA to inspect the unit at reasonable times with reasonable notice. Reasonable timeframes for inspections are 8:00 AM to 6:00 PM.

There are different inspection standards for Transitioning-in-Place Families and Mover Families. The primary difference is that only a health/safety inspection is required for Transitioning-in-Place Families, while a full Housing Quality Standards inspection is required for Mover Families. After the unit is leased, if there is a complaint inspection, the HCV Housing Quality Standards will be used for the inspection.

If the unit is unavailable for the inspection, the family and owner are provided a notice of the inspection appointment by mail. If the family is not at home for the reinspection appointment, a card will be left at the unit and another appointment is automatically scheduled.

Annual inspections will not be conducted, but quality control and complaint inspections may be conducted at any time.

Inspection Requirements for Transitioning Families 8.1

The family and owner are notified of the date and time of the inspection appointment by mail or phone. If the family is unable to be present, they must reschedule the appointment so that the inspection is conducted within 7 calendar days.

If the family does not contact the PHA to reschedule the inspection or if the family misses two inspection appointments, the PHA will consider the family to have violated a Family Obligation and their assistance will be EOP'd if they are not yet a participant or terminated in accordance with the termination procedures in the Plan if they are a DHAP participant.

The PHA may conduct a full Housing Quality Standards inspection but will only fail the health and safety items to ensure the unit's current condition does not contain any life-threatening deficiencies as determined by the PHA. The health/safety items to be failed include:

- Inoperable Smoke Detectors
- Entry Door Not lockable

- Natural Gas leak
- Evidence of Carbon Monoxide
- No Water, Electrical, or Gas
- Inoperable Elevator
- Major Plumbing Leak
- Blocked Egress
- Inoperable Commode
- Double Keyed Dead Bolt Locks
- Exposed electrical wiring - shock hazard

When the above deficiencies are observed, a 48-hour hour re-inspection must be completed. Immediately following the observance of a 48-hour deficiency, the inspector must notify a scheduler at the office. The inspector must give the scheduler the following information:

- Address of property
- Type of 48-hour issue
- Name and telephone number of owner
- Who is going to correct the 48-hour deficiency

The scheduler shall call the owner and document on the 48-hour inspection log who was informed of the 48-hour deficiency and the date and time the person was informed of the deficiency. The scheduler shall reschedule the re-inspection for the following day.

After the Disaster Rent Subsidy (DRS) contract has been executed, if the corrections have not been made within the required 48 hour cure period, the PHA must immediately abate the monthly rental subsidy payment and provide housing search assistance to assist the family to lease another unit as soon as possible.

According to HUD requirements, after the initial health/safety item inspection, the unit must be maintained according to Housing Quality Standards.

Inspection Requirements for Families who are not Transitioning in Place 8.2

For all Category 2 families and any Category 1 Mover Families, any unit that a family wishes to

rent under the program must be initially inspected by the PHA and must meet the HQS before the PHA and owner may enter into the DRS contract. The owner may not receive DHAP rent subsidy payments until the owner corrects any PHA-identified deficiencies and the PHA verifies that the unit meets HQS.

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 family is not transitioning in place, the unit will be inspected using Housing Quality Standards and will pass or fail according to those standards.

Although not required by DHAP, the PHA requires that 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. The owner and tenant will both certify that the utilities are on prior to reinspection.

For vacant units, 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 will be requested to certify that the appliances are in the unit and working. The PHA will conduct a reinspection.

The PHA will notify the owner of any defects shown by any inspection, according to the standards used, and notify the owner of the date by which the defect must be corrected.

The Housing Quality Standards (HQS) for the DHAP are the same HQS used by the PHA for the housing choice voucher program at 24 CFR 982.401 with the following exception. Section 982.401(d) provides each dwelling unit must have at least one bedroom or living/sleeping room for each two persons. However, the PHA may grant an exception from this requirement on a case-by-case basis at the request of the family. The PHA may take the limited duration of DHAP assistance into consideration in making such a determination. The PHA must record any such HQS exception for the unit and must maintain a record of the exception.

The PHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within 15 calendar days unless the HQS Supervisor determines that it is unable to do so in the stated timeframe, in which case the file will be appropriately documented.

The PHA will include "date unit available for inspection" on the Request for Tenancy Approval form. This date will determine whether the PHA will be required to meet the same 15 day requirement or whether the PHA will suspend the same 15 day period because the unit is not available for inspection until after the same 15 -day period.

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 owner will be allowed up to two 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.

Subsequent Inspections 8.3

Once the PHA has fulfilled the initial inspection requirements for a unit as described above, the PHA is not required to conduct further inspections of the unit on a periodic or annual basis since DHAP is only a temporary housing program. However, the owner is required to maintain the unit in accordance with HQS. The PHA may, at any time as needed, inspect a unit under a DRS Contract to determine if the unit currently meets the HQS requirements. In determining whether an inspection is needed, the PHA may consider family complaints and any other information brought to the attention of the PHA. If a unit fails an HQS inspection, the owner may not receive DHAP rent subsidy payments until the owner corrects any PHA-identified deficiencies and the PHA verifies that the deficiencies have been corrected.

DHAP requirements do not create any right of the family, or any party other than HUD or the PHA, to require enforcement requirements by HUD or the PHA, or to assert any claim against HUD or the PHA, for damages, injunction or other relief, for alleged failure to enforce the HQS.

There are two types of subsequent inspections:

- Special/Complaint Inspections
- Quality Control Inspections

For both types of inspections, the Lease Addendum states that 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; or
- 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.

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of inspection. The list for the emergency fail items is the same as the health/safety item list for families transitioning in place.

For smoke detectors, if the smoke detector is not operating properly, the PHA will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The PHA will reinspect the unit the following day. If the PHA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the family will be requested to repair the smoke detector within 24 hours and the PHA will reinspect the unit the following day.

For non-emergency items, repairs must be made within 30 days of inspection.

For extensive repairs, the Inspections Manager may approve an extension beyond 30 days.

Consequences for Failed Items

The PHA Inspectors must perform follow-up inspections to ensure that corrections have been made. If the corrections have not been made within the appropriate time frames, the PHA will:

- Abate the Disaster Rental Subsidy Contract until the corrections are made. No retroactive payment will be made once the unit is in compliance. When the Disaster Rental Subsidy Contract is abated, the family is still responsible to the owner for its portion of the rent; or

- Cancel the Disaster Rental Subsidy Contract in accordance with the contract terminating procedures of the PHA.

Quality Control Inspections 8.4

Quality Control inspections will be performed by the contractor. 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 health and safety items and 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.

Additional quality control inspections may be made by PHA or a different contractor.

Chapter 9. Rent Reasonableness

General Information 9.0

The purpose of the Rent Reasonableness test is to ensure that:

- Rents paid for units elected for participation in DHAP are not excessive; and
- The DHAP does not have the effect of inflating rents in the community.

Families Transitioning In Place 9.1

When a family is initially requesting to lease a unit under DHAP, the PHA does not determine if the rent for the unit is reasonable in the following cases:

(1) A FEMA rental assistance family is transitioning to DHAP by staying in-place.

(2) A family is relocating from a FEMA provided temporary housing unit to the private rental market unit that FEMA has located for the family.

However, if the owner subsequently wishes to increase the rent in either case while the unit is under the DRS Contract, the PHA must determine that the proposed new rent is reasonable in accordance with this section. The PHA may not approve the rent increase if the resulting rent is not reasonable. (See Rent Increases in this chapter 9.5)

Other Families 9.2

In all other cases, including Mover Families, the PHA must determine that the rent is reasonable before approving the unit for leasing under the DHAP. If the rent for a unit is not reasonable, the unit is not eligible for DHAP assistance.

In order to be rent reasonable, the rent for the unit may not exceed the rent charged for comparable units in the private unassisted market and comparable unassisted units on the premises.

The PHA must also re-determine that the rent for the unit remains reasonable as a result of any proposed rent increase for a unit under a DRS contract.

How Comparability is Established: Factors to Consider 9.3

To make this determination, the PHA may consider a variety of market factors such as the location, quality, size, unit type, and age of the unit. Other examples of factors the PHA may consider include the length of the initial lease term, and any amenities, housing services,

accessibility features for persons with disabilities, maintenance and utilities to be provided by the owner in accordance with the lease. For example, the fact that a unit is furnished is an amenity that would be taken into consideration when determining rent reasonableness.

As noted above, the PHA takes into consideration the cost of any utilities that are included in the rent and are the owner's responsibilities to pay for under the lease when determining rent reasonableness, even if the inclusion of such utilities in the rent is not a common practice in the market or by a particular landlord.

Units that Must Not be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance.

Rents Charged for Other Units on the Premises

The Request for Tenancy Approval requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

By accepting the PHA payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give the PHA information regarding rents charged for other units on the premises.

PHA Rent Reasonableness Methodology 9.4

How Market Data is Collected

The PHA will collect and maintain data on unit information and market rents in the PHA's jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.

How Rents are Determined

The PHA uses a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. Geocoded maps will be used to identify the

unsubsidized units in closest proximity to the subject unit, and unit data information will be used to select the most similar units. Because units may be similar, but not exactly like the unit proposed for HCV assistance, the PHA will adjust the rental value of the comparable units, up or down, based on features that may differ between the comparable units and the subject unit.

Adjustments that are made will reflect the local market. Not all differences in units require adjustments (e.g., the presence or absence of a garbage disposal may not affect the rent in some market areas).

The adjustment will reflect the rental value of the difference – not its construction costs (e.g., it might cost $20,000 to put on a new roof, but the new roof might not make any difference in what a tenant would be willing to pay because rents units are presumed to have functioning roofs).

When a comparable project offers rent concessions (e.g., first month rent-free, or reduced rent) reported monthly rents will be adjusted accordingly. For example, if a comparable project reports rents of $500/month but new tenants receive the first month's rent free, the actual rent for the unit would be calculated as follows: $500 x 11 months = 5500/12 months = actual monthly rent of $488.

The PHA will notify the owner of the rent the PHA can approve based upon its analysis of rents for comparable units. The owner may submit information about other comparable units in the market area. The PHA will confirm the accuracy of the information provided and consider this additional information when making rent determinations. The owner must submit any additional information within 5 calendar days of the PHA's request for information or the owner's request to submit information.

Rent Increases by Owner 9.5

DHAP owners must request a rent increase, in writing, at least 30 days before such change goes into effect. The PHA must also re-determine that the rent for the unit is reasonable as a result of any proposed rent increase for a unit under a DRS Contract.

If the owner is not in agreement with the PHA's decision not to grant the requested rent increase and the unit remains rent reasonable, the owner must take actions in compliance with the lease, lease addendum, and the DRS Contract.

Chapter 10. DHAP Monthly Rent and Subsidy

General Information 10.0

The monthly rent specified in the lease is the total monthly rent payable to the owner under the lease for the unit. The monthly rent specified under the lease covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for. The owner shall not charge, and the family shall not pay, any additional amounts for leasing the unit other than the monthly rent specified under the lease.

The subsidy is not reduced or otherwise impacted by the fact that the costs of some or all of the utilities are included in the rent and are the owner's responsibility to pay for under the lease. However, unlike the HCV program, the DHAP does not subsidize any utility costs that are the family's responsibility (i.e., where the utilities are not included under the lease, the family pays the costs of the utility directly to the utility supplier). The PHA's HCV program utility allowances are never applicable to or used in the DHAP monthly rent subsidy calculation.

The family may rent a unit that is furnished. The rent subsidy calculation in such a case remains the same and the resulting subsidy amount is neither subsequently reduced nor increased because the unit is furnished.

To determine the monthly rental subsidy, the following factors must be considered:

- Determine whether the head of household on record is a current member of the family (see Chapter 3. Eligibility, Intake, and Initial Briefing)
- Determine whether the current family composition matches the original DIS family composition (see Chapter 3. Eligibility, Intake and Initial Briefing)
- Determine the applicable FMR (See Chapter 4. Subsidy Standards and Family Composition and Chapter 10.2)
- Determine the applicable payment standard (See Chapter 4. Subsidy Standards and Family Composition and Chapter 10.2)
- Determine whether the family is transitioning in place or moving to another unit

The family pays the difference between the rent subsidy and the owner's rent. The monthly rent subsidy is paid directly to the owner under the DRS Contract.

Family Composition to Be Used in the Subsidy Calculation 10.1

The FEMA rental assistance was based on the actual composition of the household that was displaced by the disaster and the amount of such assistance is not adjusted to cover subsequent increases in family size that occurred after the disaster, as the family's housing need with respect to these additional family members is not directly related to the hurricanes.

Consequently, DHAP does not take increases in family size that occurred after FEMA's initial family eligibility determination into consideration for purposes of the DHAP rent subsidy calculation. Therefore, when determining the family unit size under the PHA subsidy standards for purposes of determining the applicable FMR/payment standard to calculate the family's initial DHAP rent subsidy payment, the PHA always uses the smaller of:

- The family unit size for which the original composition of the family qualifies under the PHA subsidy standards; or

- The family unit size for which the current composition of the family now qualifies under the PHA subsidy standards.

Determination of Applicable FMR/Payment Standard to Be Used in Subsidy Calculation 10.2

To determine which is the applicable FMR and payment standard to be used in the subsidy calculation, the PHA must determine the family unit size the family qualifies for under the PHA's subsidy standards (see Chapter 4. Subsidy Standards and Family Composition). The PHA must also review the bedroom size of the actual unit selected.

The applicable FMR/payment standard is the lesser of:

(1) the FMR/payment standard for the bedroom size for which the family qualifies for under the PHA subsidy standards for the housing choice voucher program (family unit size), taking into consideration section 10.1; or

(2) the FMR/payment standard for the bedroom size of the actual unit leased.

The family may select a unit where the monthly rent exceeds the applicable FMR/payment standard. The family is also not restricted from leasing a unit where the number of bedrooms exceeds the bedroom size for which the family qualifies under the PHA subsidy standards. However, the family is responsible for any portion of the rent that as a result of selecting such unit is not covered by the monthly rent subsidy. As noted earlier, the family pays its share of the rent directly to the owner, and the family also pays any tenant-supplied utilities directly to the utility supplier.

If the monthly rent does not exceed the applicable FMR/payment standard, there is no family contribution to the rent until such time that the incremental rent transition requirement is in effect. (Note that with respect to a FEMA rental assistance family that leases in-place, there is also no family contribution to the rent as long as the monthly rent does not exceed the amount of monthly FEMA rental assistance that the family was receiving immediately prior to the family's transition to DHAP, until such time that the incremental rent transition requirement is in effect.)

For a DHAP participating family, a subsequent increase in the size of the family does not result

in the family qualifying for a larger family unit size under the PHA's subsidy standards for purposes of the subsidy calculation, either during the term of the existing DRS contract or under any new DRS contract. However, if the increase in family size results in the unit no longer meeting the HQS requirement under 982.401(d) that each dwelling unit must have at least one bedroom or living/sleeping room for each two persons, the PHA may grant an exception from this requirement on a case-by-case basis at the request of the family. The PHA may take the limited duration of DHAP assistance into consideration in making such determination. However, there is no increase in DHAP rent subsidy in these exception situations.

If a decrease in the size of the family results in the family qualifying for a smaller family unit size under the PHA subsidy standards during the term of the DRS contract, the lower FMR/PS amount is not applied to the family's subsidy calculation during the term of the DRS contract. However, the smaller family unit size is used when determining the applicable FMR/PS for purposes of calculating the monthly rent subsidy under any new DRS contract.

If the applicable FMR/payment standard increases during the term of the DRS Contract, the increased FMR/payment standard amount shall be used to calculate the monthly rent subsidy payment on the first 12 month anniversary date of the DRS Contract on or after the effective date of such increase in the FMR/payment standard.

If the applicable FMR/payment standard decreases during the term of the DRS contract, the decreased FMR/payment standard amount is not applied to the family's subsidy calculating during the term of the DRS contract.

Subsidy Calculation for Families Transitioning In Place 10.3

The FEMA rental assistance payment for families transitioning in place used in the subsidy calculation is always the actual monthly amount that was provided by FEMA or CLC on behalf of the family immediately prior to the family's transition to DHAP, regardless of whether the actual family composition differs from the family composition provided by FEMA in the original DIS record (see section 10.1.)

Until March 1, 2008, the monthly rent subsidy equals the lesser of:

(1) the monthly rent specified in the lease; or
(2) the greater of:
a) the applicable FMR published for the area where the unit is located; or
b) the applicable payment standard for the PHA's Housing Choice Voucher Program; or
c) the amount of monthly assistance the family received under the FEMA rental assistance program for the unit prior to the transition to DHAP.

Effective March 1, 2008, the amount of the monthly rent subsidy must be adjusted in accordance with the incremental rent transition requirement described in section 10.5 below.

All Other Families 10.4

Until March 1, 2008, for all other families (including Mover Families which include families who transition in place but who subsequently moves with DHAP assistance from the unit under which they were receiving FEMA rental assistance), the monthly rent subsidy equals the lesser of:

(1) the monthly rent specified in the lease; or

(2) the greater of:

a. the applicable FMR published for the area where the unit is located.
b. the applicable payment standard for the PHA's HCV program.

Effective March 1, 2008, the amount of the monthly rent subsidy must be adjusted in accordance with the incremental rent transition requirement described in section 10.5 below.

Incremental Rent Transition 10.5

On March 1, 2008, families participating in the DHAP will be required to pay a portion of the rent (in addition to any existing family share in cases where the monthly rent already exceeds the monthly rent subsidy) in preparation towards self-sufficiency when the DHAP ends on March 1, 2009. PHAs will implement the incremental rent transition by reducing the rental subsidy payment by $50 for the March 2008 rent subsidy payment. This reduction shall be incrementally increased by an additional $50 each month thereafter until the family's participation in DHAP ends (e.g., the rent subsidy amount equals $0) or the program ends as of March 1, 2009, whichever comes first.

For example, if the PHA is paying $800 on behalf of a participating family on February 1, 2008, on March 1, 2008, the new subsidy payment will be $750 and the family is responsible for the $50 difference. On April 1, the subsidy the PHA will pay the owner on behalf of the family would be $700 with the family responsible for the $100 difference.

The PHA must provide a reminder notice during the month of January 2008 to both DHAP participants and owners that the incremental rent transition goes into effect effective March 1, 2008.

This cumulative incremental rent contribution will also be applied to families admitted to the DHAP after March 1, 2008. For example, a family that leases a unit under the DHAP effective April 1, 2008, would be required to contribute $100 towards the rent (in addition to the family's share of the rent in cases where the rent to owner already exceeds the monthly rent subsidy prior to the application of the incremental rent transition requirement).

A family may request that the PHA grant an exception to the incremental rent transition policy on the basis of economic hardship. In order to be considered eligible for a hardship exception, the family must have complied with all case management services requirements and must demonstrate that the applicable incremental rent transition amount will exceed 30 percent of the family's gross monthly income (which includes income exclusions under the Housing Choice Voucher program.) The 30 percent threshold only concerns the amount the family is required to pay as the result of the rent transition requirement and does not take into consideration any amount the family pays because the monthly rent exceeds the monthly rent subsidy prior to the application of the incremental rent transition requirement.

The family must provide any information required by the PHA to determine and verify the hardship exception and any information supplied by the family must be true and complete. A PHA must make families aware of the hardship exception during the family briefing and establish policies that describe what information will be considered in making a determination of whether to grant an exception.

If the PHA determines that a hardship exception is warranted, the PHA will essentially freeze the amount of the subsidy reduction at such point that any further increase would result in the subsidy reduction exceeding 30 percent of the family's gross monthly income. Should the family's income subsequently increase, the family must report the increase in income and the PHA must determine whether the family still qualifies for a hardship exception and if the subsidy reduction needs to be adjusted in light of the increase in family income.

If a family requests and is approved for a hardship exception, the family must sign a certification that certifies the family will promptly report any future increase in income to the PHA and that the family understands failure to report an increase in income is grounds for termination from the DHAP. The case manager must review the family's situation and determine if certain case management services, such as services designed to help increase income or identify non-disaster supported affordable housing options that may be available in the community, must be intensified to assist the family.

Chapter 11. Family Obligations and Case Management

Introduction 11.0

The family's obligations for compliance under the DHAP program are contained in the HUD Notice 2007-26 and further revised under Notice 2007-31. One of the obligations under the program is the family's required participation in case management services provided by the PHA.

Because the family obligations were revised, if the family has signed their certification of family obligations under Notice 2007-26, they must re-sign the certification of family obligations which is required under Notice 2007-31. This notice may be re-signed after December 1, 2007, but should be re-signed within approximately 30 days.

Violation of the family obligation(s) is addressed in Chapter 12. Termination of Assistance.

Family Obligations under the DHAP 11.1

During the family briefing on DHAP, the PHA must provide the family with a list of the family obligations. The Applicant, Co-applicant or Head of Household must sign a copy of the obligations and certify that he/she understands that the PHA may terminate DHAP assistance for a family that does not comply with the family obligations. The PHA must retain the family certification for their records.

A family receiving assistance under DHAP must comply with all of the family obligations during their participation in the program. Any actions that occurred before the PHA briefed the family on DHAP and the family signed the certification are not grounds for termination from participation in DHAP. The obligations of the family consist of the following:

(1) The family must supply any information to the PHA that HUD requires for DHAP assistance. Any information supplied by the family must be true and complete.

(2) The family may not commit any serious or repeated violation of the lease, such as damaging the unit or failing to pay their share of the rent in accordance with the lease.

(3) During the term of the lease, the family must reside in the DHAP unit. The family must not sublease, let, assign the lease or transfer the unit. The family must not own or have any interest in the unit.

(4) The family must notify the PHA before the family moves out of the unit or terminates the lease. If the family terminates the lease on notice to the owner, the family must give the PHA a copy of the notice of termination at the same time.

(5) The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.

(6) The members of the family must not commit fraud, bribery, or any criminal act in connection with DHAP.

(7) The members of the family may not engage in drug-related criminal activity or violent criminal activity.

(8) The members of the family may not engage in other criminal activity which may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.

(9) The members of the family may not engage in other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administrator function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).

(10) The members of the family may not threaten or engage in abusive or violent behavior toward PHA personnel.

(11) The family must participate in the required case management services provided by the PHA.

(12) The family must comply with any additional requirements specified by HUD or FEMA.

The PHA may not add any other family obligations to the DHAP.

Case Management 11.2

During the time the family is assisted under DHAP, each family will participate in case management services provided by the PHA through its Social Service Agency contractors. HUD established a ratio of 1:50 (case manager to DHAP Family) and required case management for DHAP participants as a requirement for participation in the program. In addition to the signed certification of family obligations that includes participation in case management services, the head of household should also sign the Individual Development Plan and be given a copy of the document.

All family members listed under an active DHAP lease are eligible for and should be provided with case management services. However, compliance with the case management requirement applies only to the DHAP head of household.

Each adult family member age 19 or older should have his/her own needs assessment, Individual

Development Plan, triage categorization and service enrollments or completions relative to needs and goals.

PHAs are required to report case management outputs and outcomes through Tracking-at-a-Glance, a case management software which will be the DHAP Case Management Reporting System for the duration of the program. Dependent minors will also be tracked by the DHAP Case Management Reporting System under services provided to the head of household.

PHAs may choose to provide case management services in-house, through a contract, or through a partnership with another local service provider. The PHA will assess if families are already receiving case management or other services and will coordinate efforts with these providers.

Regardless of the delivery option implemented by the PHA, the PHA is ultimately responsible for the provision of case management services; reporting outputs and outcomes to HUD; and documenting that case management services are being provided to the family.

The PHA selected several social service agencies to conduct case management services for DHAP Families and coordinate with social service agencies that previously provided case management services to DHAP families since the 2005 hurricanes. The agency also contracted with a Project Manager to coordinate the social service agency contractors for better effectiveness and efficiencies.

There are two phases in the implementation of DHAP case management services. Phase One is a pre-transition case management and intake process. This phase includes outreach to families, signature of certifications of family obligation, partner identification and development, program enrollment, signatures of Releases of Information (ROI), initial family assessments, preliminary case management services and scaling-up of case management processes and staff for full implementation.

Phase Two is full implementation of case management services. This phase includes comprehensive needs assessments, signature of ROIs not collected in Phase One, individual development plans (IDPs) and ongoing service connections relative to family needs and goals.

In addition, the Housing Counselors will refer families to case management services when there are family issues which can best be coordinated by the social services agency staff assigned to the family such as potential evictions, damages to the unit, owner complaints about family behavior and activity in the unit, etc.

Non-compliance with the case management requirement by the head of household is determined by the PHA. This non-compliance is defined as failure to establish and actively comply with the IDP as based on documentation from an authorized case manager. Under this definition, failure to establish an IDP would include all items used to develop an IDP and make service referrals, including but not limited to, needs assessments and a Release of Information. After the IDP is established, active compliance should be determined by the case manager on the basis of a head

of household's effort to make progress across goals in the IDP.

Case managers will explain the consequences of non-compliance to each head of household and make every effort to bring the head of household into compliance. As part of this, case managers will be given the authority to renegotiate the IDP with a head of household to bring them into active compliance with the case management requirement if they feel this is warranted given household circumstances.

For non-responsive clients, case managers will make every effort to reconnect with the family across multiple home visits, phone contacts, and mailed correspondences, including receipt requested mail or certified mail. If the head of household continue to be non-compliant, case managers will inform the PHA that the head of household is non-compliant and provide supporting documentation.

The PHA will make all final decisions on head of household noncompliance with the case management requirement and notify the head of household of their status and/or termination from the program. The PHA must provide the head of household with advance written notice of the termination action and give them an opportunity to request an informal hearing (see Chapter 14. Informal Hearings) to determine whether the PHA decision is in accordance with DHAP requirements.

The objective of the case management program is greater self-sufficiency and permanent housing for participating families. If needed, the PHA will assist participants to identify non-disaster supported housing solutions such as other affordable housing options that may be available for low income families.

The PHA is ultimately responsible for the level and effectiveness of the case management services; reporting outputs and outcomes to HUD; and documenting that case management services are being provided to the family.

If the family applies and is determined eligible and admitted into another permanent housing program rather than receiving DHAP rental assistance, the PHA will not provide the DHAP case management services for that family and will not receive payment for providing case management services after the family is admitted into the other program.

Likewise, if a PHA is making monthly rent subsidy payments on behalf of a DHAP participating family who subsequently leaves the DHAP for any reason (including admission to a permanent housing assistance program), the DHAP on-going case management service requirement ends at such time the family's participation in DHAP ends, and the on-going case management fees applicable to that particular family is discontinued.

[Reference: "A Briefing Paper on Social Services Program Implementation" and HUD Notice entitled "Disaster Housing Assistance Program (DHAP) Case Management Guidelines."]

Chapter 12. Subsequent Moves

General Overview 12.0

Subsequent moves are defined as moves that occur after the family has begun their participation in the program.

The family may request to move to a new unit with continued DHAP assistance if:

(1) the lease has terminated (including lease terminations by mutual consent);
(2) the owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family; or
(3) the family has given notice of lease termination if the family has a right to terminate the lease on notice to the owner.

In the case where the owner has commenced an action to evict the family or has obtained a court judgment or other process allowing the owner to evict the family, the PHA may have grounds to terminate the family's participation in the DHAP if the cause of the eviction is the family's serious or repeated violation of the lease. If the PHA terminates the family's participation in the DHAP, the family may not choose to move to another unit with continued DHAP assistance or receive assistance under any FEMA housing program.

The family may move with continued DHAP assistance within the jurisdiction of the PHA administering the family's DHAP assistance. The PHA may limit the number of moves a family may make within the PHA jurisdiction, and the PHA has elected to limit moves to one move within the PHA jurisdiction under DHAP. Any such limit does not apply to cases where the family must move because the owner is terminating the tenancy and there is no family obligation violation or the PHA is terminating the DRS Contract.

A family that is receiving assistance under DHAP may also make one move outside of the initial DHAP PHA's jurisdiction with continued DHAP assistance. It is anticipated that a family will usually exercise this option to either return to its pre-disaster home area or to an area where the family wishes to permanently reside at the end of DHAP.

Once the family has exercised its opportunity to move outside of the initial DHAP PHA's jurisdiction, the family may not move again between PHA jurisdictions with continued DHAP assistance.

In order to process a family's request to move outside of the PHA jurisdiction, the PHA initially providing DHAP assistance (initial DHAP PHA) to the family must contact the receiving DHAP PHA to notify them to expect the family. The initial DHAP PHA completes the portability move-out information in the DIS and approves the family's move.

The receiving DHAP PHA will access the incoming family's information through the DIS. HUD will provide funding for the DHAP subsidy directly to the receiving DHAP PHA on the basis of the portability information entered into the DIS.

A prorated share of the administrative fees and case management fees provided to the initial DHAP PHA for the family that is moving to another DHAP PHA jurisdiction will be transferred to the receiving DHAP PHA as part of this process. The proration of the fees is based on the number of months remaining from the time administrative responsibility for the family shifts to the receiving DHAP PHA until the DHAP ends. HUD will provide additional funding to the receiving DHAP PHA for the administrative fees and case management fees if the transferred amount is insufficient to fully fund the administrative fees and case management fees for which the receiving DHAP PHA qualifies in accordance with the fee structure (family is moving from a low cost to a high cost area).

Families Required To Move 12.1

Families will be required to move to continue their DHAP assistance if:

- The unit is overcrowded according to HQS 982.401(d) and no exception is granted;
- The contract is terminated because the owner fails to comply with HQS or other requirements of the contract; or
- The owner terminates the lease and contract for cause (but there is no violation of a family obligation.)

A family who refuses to move can be terminated from the DHAP.

Family Choice Moves 12.2

A participating family may decide to move to another unit. If the family has not violated their lease and has not committed fraud or violated family obligations, the family will be offered a new voucher to search for another unit. Families who can relocate to another assisted unit under the terms of their lease must issue the owner and the PHA proper notice to vacate under their lease before they will receive another voucher and leasing packet. When the family locates other suitable housing, the PHA will process the unit as a new lease. This means that another inspection will be conducted in the new unit. If the family does not locate a new dwelling unit in which to move and if the family chooses to continue their residency at the present unit, they will be required to submit a RFTA for their current unit if the lease has been terminated and the continued tenancy will be processed in the same manner as all new leases.

Families are required to give at proper notice under their lease to the owner unless there is a mutual rescission executed by the family and the owner. If a family gives improper notice or fails to give notice, a DHAP voucher may be issued only in the case where the unit is in failed status beyond the notice period and the unit's payments are abated (unless the family has violated a family obligation or there is another reason to deny assistance).

Time of Contract Change 12.3

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

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.

Chapter 13. Terminations

General Overview 13.0

This chapter covers all types of terminations: termination of the Disaster Rental Subsidy Contract, termination of assistance for the family, and termination of tenancy.

Disaster Rental Subsidy Contract Terminations 13.1

The Disaster Rental Subsidy Contract (DRS 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.

The term of the Disaster Rental Subsidy Contract is usually the same as the term of the lease (exceptions for lease-in-place families). The Contract between the owner and the PHA may be terminated by the PHA, or by the owner or tenant terminating the lease.

The PHA may terminate the DRS Contract in accordance with the terms of the contract. The DRS Contract terminates if any of the following occurs:

(1) The lease is terminated by the owner or the tenant;
(2) The PHA terminates the DRS Contract;
(3) The PHA terminates assistance for the family for violating the family obligations under Chapter 6; or
(4) The family vacates the unit.

The DRS Contract automatically terminates as of March 1, 2009, or at such time that the subsidy paid on behalf of the family equals zero.

Rent subsidy payments shall only be paid to the owner while the family is residing in the unit during the term of the contract. The owner must promptly notify the PHA if the family moves out. The PHA shall not pay a disaster rent subsidy to the owner for any month after the month the family moves out. 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 DRS Contract is terminated, the family is responsible for the total amount of rent due to the owner. 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.

Owner Misrepresentation

If the owner has committed fraud or misrepresentation in connection with the DHAP, the PHA will give notice to terminate the contract. Also, the PHA will review the circumstances and the family's involvement. The PHA shall make an effort to recover any overpayments made as a result of owner fraud or abuse. The PHA may take administrative action, legal action or refer the matter to the HUD Inspector General.

Change in Ownership

A change in ownership does not require execution of a new contract. The owner may not assign the DRS contract to a new owner without the prior written consent of the PHA.

The PHA must approve the assignment of the Disaster Rental Subsidy Contract at the old owner's request. The PHA may approve the assignment, since they are a party to the contract. The PHA may deny approval of assignment of the contract, for any of the reasons listed in Section A. of this chapter.

The PHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the Employee Identification Number or Social Security number of the new owner.

If the new owner does not want an assignment of the contract, the PHA will terminate the Disaster Rental Subsidy 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.

The PHA must receive a written request by the owner in order to make changes regarding who is to receive the HAP, the address and tax identification number to which payment is to be sent. The PHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of a Recorded Deed showing the transfer of title and tax identification. The PHA will update its files and records to reflect the new information received. All changes must be submitted no later than the 15th of the month to take effect for the 1st of the upcoming month.

The following documentation requirements for a change in ownership must be met:

- Notification letter from the former owner identifying the date of transfer of property and the name and address of the new owner;
- Recorded Deed from new owner;
- Completed owner information form and IRS form W-9; and

- New owner execution of Disaster Rental Subsidy Contract and Lease Amendment Agreement and the Lease Addendum.

Termination of Tenancy by the Family: Moves 13.2

Family termination of the lease must be in accordance with the terms of the lease.

Termination of Tenancy by the Owner: Evictions 13.3

The owner may only terminate the tenancy in accordance with the lease, State and local law and requirements under Disaster Housing Assistance Program.

Termination of Family's Assistance in the DHAP 13.4

The PHA may terminate DHAP assistance for a participating family that does not comply with the family obligations on their executed certification of family obligations form (see Chapter 11, section 11.2 for further information on termination for non-compliance with the case management family obligation.)

Under the family obligations, the family must not commit any serious or repeated violation of the lease, such as damaging the unit or failing to pay their share of the rent in accordance with the lease. This family obligation solely concerns lease violations that occur during the portion of the lease term that commences on the effective date of the DHAP lease addendum and the DRS Contract.

While serious or repeated violations that occur before the effective date of the executed lease addendum and DRS Contract may result in an owner exercising his or her rights and remedies under the lease (and State and local law) including but not limited to termination of the tenancy, these lease violations are not grounds for the PHA to terminate the family's participation of DHAP.

However, while the grounds for termination due to a serious or repeated lease violation only concern lease violations that occur on or after the effective date of the DHAP tenancy, the PHA may still take action to terminate the family's participation from the DHAP if the underlying cause of the lease violation also constitutes a violation of one or more of the other family obligations. In such circumstances, the family's action or inaction would be grounds for termination by the PHA from DHAP if the action occurred after the family briefing and the signing of the family obligations certification, regardless of whether the DRS Contract and lease addendum were effective at the time of the violation.

In order to terminate assistance because of noncompliance with DHAP family obligations, the PHA must provide the family with advance written notice of the termination action. The PHA

must give the family an opportunity to request an informal hearing to consider whether the PHA decision is in accordance with DHAP requirements. If a hearing is requested by the family, the PHA must proceed with the hearing in a reasonably expeditious manner. (See Chapter 14 for Informal Hearing Procedures.)

The PHA may impose, as a condition of continued assistance for certain family members, a requirement that other family members who participated in or were culpable for the noncompliance with the DHAP family obligations will not reside in the unit. The PHA may permit other members of the family to continue to receive assistance in such a case.

The PHA must provide the family with a list of the family obligations when the PHA initially briefs the family on DHAP. The family must sign a copy of the obligations and certify that the family understands the PHA may terminate DHAP assistance for a family that does not comply with the family obligations. The PHA must have the family resign the certification of family obligations if HUD changes the obligations. The PHA must retain the family certification(s) for their records.

If the family's participation in DHAP is terminated, the PHA must record the end of participation in the DIS.

Termination of DHAP Assistance for Drug & Alcohol Related or Violent Criminal Activity

Drug related criminal activity means:

- The felonious (criminal activity classified as a felony under Federal, state or local law) manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, a controlled substance (as defined in the Controlled Substance Act); or

- The felonious use or possession (other than with intent to manufacture, sell or distribute), of a controlled substance, except that such felonious use or possession must have occurred within five years before the date that the PHA provides notice to an applicant or participant of the PHA's determination to deny admission or terminate assistance.

A family must not engage in violent criminal activity, including violent criminal activity by any family member. Violent criminal activity includes any felonious criminal activity that includes the use, attempted use or threatened use of physical force against the person or property of another.

As a measure to determine whether the person has violated his/her PHA's family obligations concerning violent criminal activity, one of the following situations must be present:

- There has been an arrest for engaging in violent criminal activity and any other criminal activity (as defined above), including criminal activity by any family member, which resulted in a conviction within the last 60 months; or

- There has been an arrest within the prior 12 months for violent criminal activity (as defined above), including criminal activity by any family member, which did or did not result in a conviction within the last 60 months;

- The family has been evicted from subsidized housing (including, but not limited to Public Housing and housing subsidized under the Section 8 Certificate, Housing Voucher or Moderate Rehabilitation programs) for engaging in violent criminal activity (as defined above), including criminal activity by any family member; or

- The PHA has determined that there is preponderance of evidence that the family, including any family member, is engaging in violent criminal activity (as defined above), regardless of whether the family member has been arrested or convicted.

Evidence

For criminal activity, HUD permits the PHA to terminate assistance if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted [24 CFR 982.553(c)].

The PHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

Definition of Preponderance of 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. The word preponderance means something more than weight; it denotes a superiority of weight or outweighing. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence, which does not necessarily mean the greater number of witnesses, but opportunity for knowledge, information possessed, and manner of testifying determines the weight of testimony.

Credible Evidence:

Credible evidence would be provided by such sources as police agencies and judicial court systems. Testimony from neighbors, when combined with other credible evidence, could be used towards determining whether preponderance of evidence existed. Situations which would add to preponderance of evidence include, but are not limited to, drug raids, drugs found in the dwelling unit, evidence which is tied to the activity and arrest warrants issued.

Consideration of Circumstances

The PHA is permitted, but not required, to consider all relevant circumstances when determining whether a family's assistance should be terminated.

The PHA will consider the following factors when making its decision to terminate assistance:

The seriousness of the case, especially with respect to how it would affect other residents

The effects that termination of assistance 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 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

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 participant 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.

In the case of program abuse, the dollar amount of the overpaid assistance and whether or not a false certification was signed by the family

Reasonable Accommodation

If the family includes a person with disabilities, the PHA's decision to terminate the family's assistance 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 assistance, 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 termination of assistance.

Family Misrepresentation 13.5

If the family has committed fraud in connection with the DHAP, the PHA may terminate assistance to the family. If the family's misrepresentation caused the PHA to pay more than the required amount of subsidy, the PHA will make an effort to recover any overpayments made as a result of fraud or abuse. The PHA may take administrative action, legal action or refer the matter to the HUD Inspector General.

Chapter 14. Informal Hearings

General Policy 14.0

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies, procedures and standards to be used when families disagree with a PHA decision. The procedures and requirements are explained for informal 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.

Informal Hearing Procedures Purpose and Definitions 14.1

Purpose:

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies, procedures and standards to be used when families disagree with a PHA decision. The procedures and requirements are explained for informal 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.

All appeals must be requested in writing and must be received by the PHA/DHAP representative within 10 calendar days from the date of the correspondence advising of the DHAP termination decision.

Definitions:

Documents. The term ‘‘documents’’ includes records and regulations.

Title of Position responsible for the fulfillment of the activities of this SOP:

- PHA/DHAP Hearing Representative
- Hearing Official

Procedural Step: Preparation for Informal Hearings 14.2

1) The PHA/DHAP Hearing Representative receives an Informal Hearing Request form from the DHAP Family that must be received with within 10 calendar days from the date of the correspondence advising of the PHA/DHAP termination decision.

2) The envelope and letter, or Informal Hearing Request form received must be date stamped upon receipt and request must be entered into the Housing Pro (HAPPY).

3) PHA/DHAP Hearing Representative will schedule a hearing date and time, and develop Hearing Confirmation correspondence letter informing the DHAP family of the informal hearing procedures and logistical information within 10 calendar days for the receipt of the Informal Hearing Request.

4) PHA/DHAP Hearing Representative needs to notify the Housing Counselor of the DHAP Family's request for an informal hearing, provide the Housing Counselor with the date and time of the informal hearing, and schedule an internal meeting with the Housing Counselor to discuss the facts behind the termination.

5) Discovery - Upon the DHAP Family's request, the PHA/DHAP Hearing Representative will immediately provide the DHAP Family the opportunity to examine, at least 5 days before the schedule informal hearing, any PHA DHAP documents that are directly relevant to the informal hearing. The DHAP Family must be allowed to copy any such document at the family's expense. If these documents are not made available to the DHAP Family for examination the PHA DHAP may not rely on the documents at the hearing.

6) Discovery - The PHA/DHAP Hearing Representative may request from the DHAP Family the opportunity to examine (before the informal hearing) all documents that are directly relevant to the hearing. The PHA/DHAP Hearing Representative must be allowed to copy any such documents at the expense of the DHAP. If the DHAP Family does not make the documents available for examination on request, the DHAP Family may not rely on the documents at the hearing.

7) PHA/DHAP Hearing Representative should provide the Hearing Officer with all of the documentation, evidence and termination summary.

8) Hearing Official will review case file in advance of the scheduled informal hearing.

Procedural Step: Rescheduling of Hearing 14.3

1) After a hearing date is agreed to, the family may make one (1) request to reschedule the informal hearing upon showing "good cause" for such request. (*Good Cause* - defined as an *unavoidable conflict which seriously affects the health, safety, or welfare of the family)*

2) The DHAP Family must notify the PHA/DHAP Hearing Representative of the request for the informal hearing to be rescheduled.

3) PHA/DHAP Hearing Representative will develop a *New Hearing Request* and forward such request to the Hearing Official for a good cause determination and disposition.

4) If the Hearing Official agrees with the "Good Cause" request from the DHAP Family, the Hearing Official will notify the PHA/DHAP Hearing Representative to reschedule the informal hearing. The PHA/DHAP Hearing Representative will notify all parties of the new Informal Hearing date, time and location via correspondence [Notice of New Hearing]. (See, **Procedural Step:** - Preparation for Informal Hearings, Step 4)

5) In the case of a "no-show" where the family does not appear at the scheduled time, and did not make arrangements in advance of the scheduled informal hearing, the Hearing Official will terminate for cause. (See, **Procedural Step:** Conducting the Informal Hearing, Step 7, 8, 9)

Procedural Step: Conducting the Informal Hearing 14.4

1) **Time Limit**—Informal Hearings will be limited to a maximum of 45 minutes. Time limits maybe extended by mutual agreement in writing to allow for unusual cases.

2) **Format**—Both the complainant and the PHA/DHAP Representative must present the following information in writing to the Hearing Officer at least two calendar days before the scheduled Informal Hearing date:

   a) the reason for the grievance
   b) names of witnesses, if any
   c) the corrective action desired.

   (A sample form developed by the PHA/DHAP Representative is provided to the complainant.) Matters not related to the grievance may not be raised during the review/hearing or at a later date by either party.

3) **Rejection -**

   a) The complaint may be rejected if it is not presented within the 10 day time limit, or if it does not provide a clear statement of the issue and does not indicate the specific action desired. The Hearing Official may remand the complaint to the complainant for clarification or additional information.

b) If the complainant requesting the informal hearing fails to appear on the date fixed for hearing without proof of extending circumstances the matter will be dismissed with no right for its restoration.

4) Hearing Agenda

a) The Hearing Official will request the PHA/DHAP representative to present all facts and evidence available that bear on the grievance.

b) The Hearing Official will request the complainant to restate the grievance, to present additional information relevant to the grievance, and to call any witness who can be expected to contribute materially to the issue. The complainant may be represented by a person of his/her choice, including legal counsel, at his/her own expense.

5) The Hearing Official will have opportunity to ask questions and clarify information throughout the Hearing.

6) At the conclusion of the Hearing, the complainant will have opportunity to present closing remarks, and the PHA/DHAP Representative shall have the opportunity to present closing remarks. The Hearing Official will then adjourn the hearing.

7) A written summary of the Hearing Official findings will be provided to the complainant and the PHA/DHAP Representative within 7 calendar days following the Hearing and will include a brief explanation of the reasons for the final decision.

8) All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the DHAP Family's file.

9) The decision of the Hearing Officer is final and not subject to further appeal process.

RESIDENT PRESIDENTS
COMMENTS/QUESTIONS FOR 2008 FY-PLAN

1. Concern was raised about the fact that residents are receiving statements with a rental due date of the first (1st) of each month and that it is late on the third (3rd). (This was brought to the attention of management last year but it has not changed the practice) The current Lease states that the rent is due on the first (1st) and late after the fifth (5th) business day of the month.

   MHA Response: We are currently using rent statements purchased before the changes were made. Once we exhaust the current supply (4-5 months), new rent statement will be order with the updated information as shown on the lease. However, no adverse action will be taken against any residents unless they fail to pay in accordance with the lease agreement.

   The agency will allow residents to pay the rent on the 5th business day of the month until close of business at 4:30pm.

2. Residents reported that they do not receive a rental receipt and instead receive only a rental statement of charges due and payments made in the previous month. Residents also asked that they be given a detailed statement of charges in addition to the rent.

   MHA Response: The agency will review the financial impact of providing rental receipts. We look to provide additional information for accounts that are outstanding.

3. Clarification of the Enforcement of the Zero Tolerance Policy is being asked for by the Resident Presidents.

   MHA Response: Zero Tolerance Policy is being enforced pursuant to the requirements of the policy and in compliance with State and Federal law as while as Federal regulations.

   MHA will develop an objective process for complaints which will include standards, documentation and due process. A police report should be written each time a complaint/call is answered.

4. Residents were informed that as part of the recertification process a background check for felonies will be enforced.

   MHA Response: If a background check on a current resident through the recertification process revels a felony was committed and it is within 3 years of the date of move-in, that residents lease will be cancelled. Any clients attempting

to get into the program and have committed a felony within 3 years from seeking housing will not be allowed to get into the program.

5. Safety in the high rises and on the developments are areas of concern especially areas that are not patrolled on a regular basis by the Police department.

   MHA Response: Currently MHA's primary patrol is the high rise locations. Our manpower does not allow the agency the ability to man and cover every property for Memphis Housing Authority. Memphis Police Department Housing Division along with the MHA Security staff currently answers all calls on the low rise properties.

6. Concern was raised that the Domestic Violence Policy being equally enforced for men and women.

   MHA Response: It will be enforced as required by the ACT and HUD Regulations.

7. Clarification of the enforcement of the Felony Background Check for recertification.

   MHA Response: Please refer to question number 4. The response is the same.

8. Lease policies that do not apply should not appear on the envelopes of the Rent Statements for example "All school age children must be in compliance with the Lease."

   MHA Response: The Agency will routinely use this space to provide information such as reminders to our residents. Previous statements included: "PLEASE CHECK SMOKE ALARM" and "COMMUNITY SERVICE IS REQUIRED UNLESS EXEMPTED".

MEMPHIS HOUSING AUTHORITY

FY2005-2009 PHA PLAN

&

ANNUAL PLAN FOR FY2009

DEVELOPMENT HEARING

PUBLIC HEARING

APRIL 8, 2009

H & N COURT REPORTING
3610 Philwood Avenue
Post Office Box 41971
Memphis, Tennessee 38174

APPEARANCES

MHA LEGAL COUNSEL:

MR. GREGORY PERRY

CAPITAL IMPROVEMENT NEEDS:

MR. MICHAEL SWINDLE

Reported by: Lesley L. Spence, CSR

P R O C E E D I N G S

* * * * *

(The meeting commenced at approximately 10:05 a.m.)

MR. PERRY: Good morning.

THE RESIDENTS: Good morning.

MR. PERRY: On behalf of our executive director, Mr. Robert Lipscomb, once again we welcome you to the public hearing on our annual plan for last year, which was July 1, 2008 through June 30th, 2009, also for our minute plan.

This public hearing is to discuss the changes in our annual plan for last year and also to discuss the use of the stimulus funds which the Housing Authority has received. And that discussion on the 2009 stimulus funds will be conducted by Michael Swindle. Thank you.

MR. SWINDLE: Okay. The total amount for the stimulus dollars, the American Reinvestment and Recovery Act funds, was 13,259,030 dollars. Of that amount, we've got like 5 million -- I'm going to start with the acquisitions because the bulk is going towards

the acquisitions, and that's going to be MLB. What we're looking at is acquiring these properties as a possibility when we get the next HOPE VI grant to do the -- I'll say the revitalization of the two low-rises, which would be Cleaborn and Foote, and the four high-rises, which would be Jefferson, Venson, Borda and Barry.

What we're looking at acquiring is two sites. And of those two sites, one would be Washington Manor. I think there's 100 units there. And at Washington Manor, we're looking at about 5 million dollars, putting in 5 million dollars of these funds to acquire Washington Manor. We're looking at investing some funds in Lyons Ridge. At Lyons Ridge, we're looking at investing 3,241,527 dollars to invest in another 100 or 150 units for the same purpose of relocating people from the high-rises or the low-rises to this site.

And in the timing, these sites will be online -- I'm thinking it will be probably the first quarter of next year. So I know at Washington Manor there's quite a bit of

rehab work that's got to be done. There's 70 units which have some issues with mold. For the rest of the funds, we have 2.4 million going towards what we call health and safety issues.

And I know at the high-rises, we're putting like 270,000 dollars in security equipment and possibly tying in to the Real Time Crime Center to tie back in to each one of the high-rises. And we've got like 50,000 dollars also going toward the security for the College Park Community Building.

Also in those funds, we have 65,000 going into ADA compliance for the high-rises, and that's just going to address the compliance for the common areas, the break rooms, laundry rooms and that kind of stuff to address compliance issues. And we got this information off the 2007 physical needs assessment we did back in 2007. This is one of the issues from the physical needs assessment. We also have 800,000 going into replacing roofs at Foote, Venson and Borda, with the bulk of it going towards Foote at about 500,000 dollars worth of work over at Foote.

The next item we've got is fire seal penetrations at Borda. This is another item that came from the physical needs assessment where we have in between the elevator chase and some of the units adjacent to that chase -- there must be some openings somewhere in the wall, so we're going to seal those openings.

The next item we've got is repair of stairs and exterior siding, and that addresses the water penetration issues over at Montgomery. We've got some issues where water is coming in at the siding and getting inside the building -- and also at College Park Family II. And the bulk of that is going to College Park Family II at about 300,000. Three hundred thousand is going toward the penetrations. We've got another two hundred going towards replacing some decks. We've got some decks that are falling in at the second level of those two level apartments.

And we've got another 160,000 going toward Cleaborn, and we're replacing some handrails, repairing some windows, installing bars at a couple of entrances to the development where vehicles have been driving onto the lawn.

We're trying to deter, so we're going to put up some bars. And we've got another 50,000 going toward playground equipment, to repair playground equipment at Foote.

And we've got 50,000 going toward Barry, and we picked this up at the -- at one of the -- at the plan meeting. Those issues where we had some walls that didn't have tile on the tub surround and it was getting mold and mildew. So we're going to tile those walls. And of those funds, we've got about 1.3 going toward administration, and another 500,000 going toward CI construction oversight. And there is like 699,000 going toward the visual homes software. And that should total up to 13.2 million.

Any questions? Yes, sir?

MR. SANDERS: I would like to ask a question. Was nothing appropriated for the elevators in the high-rises since we seem to have a lot of problems with those elevators?

MR. SWINDLE: We didn't put anything in there for the elevators. I didn't know we had a problem with the elevators. I didn't hear anything at the hearings nor was

anything on the physical needs assessment that said anything about elevator problems. That's not saying that we can't address that with the capital funds. What kind of issue do we have, Mr. Sanders?

MR. SANDERS: I think -- it was kind of like cut off. One of the problems in all the high-rises is there needs to be a lock mechanism put in place. Anybody can lock the elevators when they leave the floor. The residents or the visitor is taking a sharp object like a little knife or another key and you can lock the elevator off on the floor at night, and it will be there.

MR. SWINDLE: Okay. Okay.

MR. SANDERS: Management should have been aware of this problem. They have promised us they're going to put a locking system where you can't really --

MR. SWINDLE: Okay.

MR. SANDERS: -- you know, lock the elevators.

MR. SWINDLE: Okay.

MR. SANDERS: And this is a

problem in all the high-rises. At night, they're on 12 or 13 or certain floors because of activities we've got going on in the high-rises.

MR. SWINDLE: I've got you.

MR. SANDERS: And I thought they were aware and had been made aware of it --

MR. SWINDLE: Okay.

MR. SANDERS: -- because we keep bringing it up in those meetings about the problems. It's like right after the first of the month that you can be downstairs and waiting. And the elevator is on seven and staying up there for like nobody is moving, especially at night, like 8:00 to ten o'clock. Nobody is moving in or out. The elevator is just there.

MR. SWINDLE: I've got you. I've got you. It sounds like a simple fix. Let me just get with one of the project managers, and we'll come take a look at it.

MR. SANDERS: Yes, sir.

MR. SWINDLE: It's just something we can include -- it's just getting the capital funds to get it taken care of. It seems like it's something simple.

MR. SANDERS: I appreciate it.

MR. SWINDLE: Okay. All right. Anything else, Mr. Sanders?

MR. SANDERS: No.

MR. SWINDLE: All right. Thank you, sir. Any other questions? I'm done, Greg.

MR. PERRY: Thank you. Thank you, Mr. Sanders. Anymore comments? If there's no more comments or questions, at this time, the hearing is closed, and we thank all of you for coming out and participating.

(Whereupon, the meeting concluded at approximately 10:20 a.m.)

C E R T I F I C A T E

STATE OF TENNESSEE:

COUNTY OF SHELBY:

I, LESLEY L. SPENCE, Court Reporter and Notary Public for the State of Tennessee at Large, do hereby certify that I reported in machine shorthand the above-captioned proceedings.

I HEREBY CERTIFY that the foregoing pages contain a full, true and correct transcript of my said Stenotype notes then and there taken.

I FURTHER CERTIFY that I am not an attorney or counsel of any of the parties, nor a relative or employee of any of the parties, nor am I a relative or employee of any attorney or counsel connected with the action, nor am I financially interested in the action.

I FURTHER CERTIFY that in order for this document to be authentic and genuine, it must bear my original signature and my embossed notarial seal and that any reproduction in whole or in part of this document is not allowed or condoned and that such reproductions should be deemed a forgery.

THEREFORE, witness my hand and my official seal in the State of Tennessee on April 12, 2009.

_____
LESLEY L. SPENCE
Court Reporter and
Notary Public at Large

My Commission Expires:

June 29, 2010