PHA Plans

Streamlined Annual Version

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

OMB No. 2577-0226
(exp. 08/31/2009)

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

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

Streamlined Annual PHA Plan for Fiscal Year: 2009 PHA Name:

HOUSING AUTHORITY OF WHATCOM COUNTY

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

Streamlined Annual PHA Plan
Agency Identification

PHA Name: Housing Authority of Whatcom County
PHA Number: WA041

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

PHA Programs Administered:
☐**Public Housing and Section 8** ☐**Section 8 Only** ☒**Public Housing Only**
Number of public housing units: **63** Number of S8 units: 0

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

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

PHA Plan Contact Information:
Name: David A. Bergmann Phone: (360) 527-4602
TDD: (360) 739-2140 Email (if available): dbergmann@bwcha.org

Public Access to Information
Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)
☒ PHA's main administrative office ☐ PHA's development management offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection. ☒ Yes ☐ No.
If yes, select all that apply:
☒ Main administrative office of the PHA
☐ PHA development management offices
☐ Main administrative office of the local, county or State government
☒ Public library ☐ PHA website ☒ Other (list below)
In common areas of complexes.
PHA Plan Supporting Documents are available for inspection at: (select all that apply)

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

Streamlined Annual PHA Plan
Fiscal Year 2009
[24 CFR Part 903.12(c)]

Table of Contents
[24 CFR 903.7(r)]

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

A. PHA PLAN COMPONENTS

☐ 1. Site-Based Waiting List Policies
903.7(b)(2) Policies on Eligibility, Selection, and Admissions
☒ 2. Capital Improvement Needs
903.7(g) Statement of Capital Improvements Needed
☐ 3. Section 8(y) Homeownership
903.7(k)(1)(i) Statement of Homeownership Programs
☐ 4. Project-Based Voucher Programs
☐ 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.
☒ 6. Supporting Documents Available for Review
☒ 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report **ATTACHMENT A** **(wa041a01)**
☒ 8. Capital Fund Program 5-Year Action Plan **ATTACHMENT B** **(wa041a01)**
9. Other (List below, providing name for each item.

ATTACHMENT C: WA19P041501-04 Capital Fund Performance and Evaluation Report ending 3/31/08 **(wa041c01)**
ATTACHMENT D: WA19P041502-05 Capital Fund Performance and Evaluation Report Ending 3/31/08 **(wa041d01)**
ATTACHMENT E: WA19P041501-06 Capital Fund Performance and Evaluation Report Ending 3/31/08 **(wa041e01)**
ATTACHMENT F: WA19P041501-07 Capital Fund Performance and Evaluation Report Ending 3/31/08 **(wa041f01)**
ATTACHMENT G: Action Plan for PHAS Resident Survey **(wa041g01)**
ATTACHMENT H: Rental Agreement **(wa041h01)**
ATTACHMENT I: Rental Agreement Addendum **(wa041i01)**
ATTACHMENT J: Rental Agreement Addendum for ACOP Inclusion **(wa041j01)**
ATTACHMENT K: Mold and Mildew Addendum **(wa041k01)**

ATTACHMENT L: Pet Lease Addendum **(wa041l01)**

ATTACHMENT M: Comments of RAB **(wa041m01)**

ATTACHMENT N: Definition of Substantial Deviation, Amendment or Modification to the Plan **(wa041n01)**

ATTACHMENT O: Resident Member on the WCHA Governing Board **(wa041o01)**

ATTACHMENT P: Voluntary Conversion Initial Assessments **(wa041p01)**

ATTACHMENT Q: Deconcentration and Income Mixing **(wa041q01)**

ATTACHMENT R: Violence Against Women Act **(wa041r01)**

ATTACHMENT S: Admission & Continued Occupancy Policy (ACOP) **(wa041s01)**

ATTACHMENT T: Management Fee Calculation and 3-year Phase In **(wa041t01)**

ATTACHMENT V: Agency Plan – Located in front of book (form HUD-50075-SA) **(wa041v01)**

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

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

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

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

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

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

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

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

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

A. Site-Based Waiting Lists-Previous Year

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

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

2. What is the number of site based waiting list developments to which families may apply at one time?

3. How many unit offers may an applicant turn down before being removed from the site-based waiting list?

4. ☐ Yes ☐ No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

B. Site-Based Waiting Lists – Coming Year

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

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

2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?

If yes, how many lists?

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

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

2. Capital Improvement Needs

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

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

A. Capital Fund Program

1. ☒ Yes ☐ No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.

2. ☐ Yes ☒ No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

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

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

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

2. Status of HOPE VI revitalization grant(s):

HOPE VI Revitalization Grant Status
a. Development Name: b. Development Number:
c. Status of Grant: ☐ Revitalization Plan under development ☐ Revitalization Plan submitted, pending approval ☐ Revitalization Plan approved ☐ Activities pursuant to an approved Revitalization Plan underway

3. ☐ Yes ☐ No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name(s) below:

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

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

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

(if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

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

2. Program Description:

a. Size of Program

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

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

b. PHA-established eligibility criteria

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

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

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

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

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

☐ Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.

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

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

4. Use of the Project-Based Voucher Program

Intent to Use Project-Based Assistance

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

1. ☐ Yes ☐ No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:

   ☐ low utilization rate for vouchers due to lack of suitable rental units
   ☐ access to neighborhoods outside of high poverty areas
   ☐ other (describe below:)

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

5. PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

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

1. Consolidated Plan jurisdiction: (provide name here) **State of Washington**

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

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

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

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

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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
X	*PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans*;	5 Year and Annual Plans
X	*PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan*	Streamlined Annual Plans
	Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.	5 Year and standard Annual Plans
	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs,	5 Year and Annual Plans

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
X	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.	
	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA's public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. ☐ Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development. ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. ☐ Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types ☐ Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures ☒ Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures. ☐ Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development	Annual Plan: Capital Needs

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
	of public housing.	
X	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section _____of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs ☒ Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
X	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
X	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
	Consortium agreement(s) and for Consortium Joint PHA Plans Only: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

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

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

PHA Name	Grant Type and Number	FFY of Grant Approval
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No. **WA19P04150108** Replacement Housing Factor Grant No.	**2008**

X Original Annual Statement ___ Reserves for Disasters/Emergencies __ Revised Annual Statement (revision no __)
___ Performance and Evaluation Report for Period Ending: _____ ___ Final Performance and Evaluation Report

		Total Estimated Costs		Total Actual Costs	
Line No.	Summary by Development Account	Original	Revised	Obligated	Expended
1	Total Non-CFP Funds	$0.00			
2	1406 Operations	$24,695.20			
3	1408 Management Improvements	$30,510.00			
4	1410 Administration	$11,560.00			
5	1411 Audit	$0.00			
6	1415 Liquidated Damages	$0.00			
7	1430 Fees and Costs	$4,500.00			
8	1440 Site Acquisition	$0.00			
9	1450 Site Improvement	$11,000.00			
10	1460 Dwelling Structures	$25,914.80			
11	1465.1 Dwelling Equipment-Nonexpendable	$4,000.00			
12	1470 Nondwelling Structures	$6,500.00			
13	1475 Nondwelling Equipment	$5,000.00			
14	1485 Demolition	$0.00			
15	1490 Replacement Reserve	$0.00			
16	1492 Moving to Work Demonstration	$0.00			
17	1495.1 Relocation Costs	$2,000.00			
18	1499 Development Activities	$0.00			
19	1501 Collaterization or Debt Service	$0.00			
20	1502 Contingency	$0.00			
21	Amount of Annual Grant (Sum of lines 2-20)	$125,680.00	$0.00	$0.00	$0.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No: **WA19P04150108** Replacement Housing Factor Grant No:	**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	
41-2 Birches & BayCrest	REPLACE FENCING	1450		8,000.00				
	LANDSCAPE/SITE WORK	1450		1,000.00				
	ASPHALT/CONCRETE	1450		1,000.00				
	INTERIOR PAINT	1460		2,000.00				
	FLOORING	1460		12,064.80				
	EXTERIOR PAINT	1460		1,000.00				
	APPLIANCES	1465		2,000.00				
	SIGNAGE	1470		2,000.00				
	REPLACE PICNIC AREA ROOF	1470		1,000.00				
	TOTAL 41-2			**30,064.80**				
41-11	LANDSCAPE/SITE WORK	1450		1,000.00				

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No: **WA19P04150108** Replacement Housing Factor Grant No:	**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	
SeaMist & Bay Townhomes	INTERIOR PAINT	1460		2,850.00				
	EXTERIOR PAINT	1460		1,000.00				
	FLOORING	1460		7,000.00				
	APPLIANCES	1465		2,000.00				
	SIGNAGE	1470		3,500.00				
	TOTAL 41-11			17,350.00				
HA - Wide	SUBSIDIES	1406		24,695.20				
	YOUTH SERVICES	1408		10,000.00				
	COMMUNITY SERVICES	1408		20,000.00				
	COMPUTER SOFTWARE	1408		510.00				

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No: **WA19P04150108** Replacement Housing Factor Grant No:	**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	
	ADMIN SALARIES	1410		11,560.00				
	ADMIN BENEFITS	1410						
	NON-TECH SALARIES	1430		2,500.00				
	A & E	1430		2,000.00				
	OFFICE EQUIPMENT	1475		1,000.00				
	GROUNDS EQUIPMENT	1475		4,000.00				
	RELOCATION	1495		2,000.00				
	TOTAL HA WIDE			78,265.20				
	TOTAL CFP			125,680.00				

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

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

PHA Name:	Grant Type and Number		Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No:	**WA19P04150108**	**2008**
	Replacement Housing Factor Grant No:		

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	
41-2 Birches/Baycrest	7/18/2010			7/18/2012			
41-11 Bay Townhouses/ SeaMist	7/18/2010			7/18/2012			
PHA Wide:							
ADMIN	7/18/2010			7/18/2012			
NON-DWELL	7/18/2010			7/18/2012			
A & E	7/18/2010			7/18/2012			
MANAGEMENT	7/18/2010			7/18/2012			

Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name: CFP 2008 GRANTS, NEW ACC AMOUNTS, BHA $ 612,655.00, WCHA $ 125,680.00

HOUSING AUTHORITY OF WHATCOM COUNTY

X Original

Revision No.:____

Development Number/Name/HA-Wide	Year 1 FFY 2008	Work Statement for Year 2 FFY Grant: 2009 PHA FY: 2010	Work Statement for Year 3 FFY Grant: 2009 PHA FY: 2010	Work Statement for Year 4 FFY Grant: 2010 PHA FY: 2011	Work Statement for Year 5 FFY Grant: 2011 PHA FY: 2012
41-2 Birches/Baycrest	Annual Statement	$65,506	$64,915	$70,415	$66,909
41-11 SeaMist/ Bay Townhouses		$12,909	$16,500	$14,000	$17,506
HA-Wide		$47,265	$44,265	$41,265	$41,265
CFP Funds Listed for 5-year planning		$125,680	$125,680	$125,680	$125,680
Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages

Activities for Year 1 FFY 2007	Activities for Year: 2 FFY Grant: 2008 PHA FY: 2009			Activities for Year: 3 FFY Grant: 2009 PHA FY: 2010		
	Development Number/Name	Major Work Categories	Estimated Cost	Development Number/Name	Major Work Categories	Estimated Cost
See Annual Statement	41-2 Birches/ BayCrest	INTERIOR PAINT	$7,000	41-2 Birches/ BayCrest	VENTILATE UPGRADE	$8,000
		APPLIANCES	$3,000		SPRINKLER SYSTEM	$6,000
		LANDSCAPE/SITE WK	$1,000		APPLIANCES	$2,000
		FLOORING	$12,506		ROOF/GUTTERS	$2,177
		IRRIGATION SYSTEM	$35,000		FLOORING	$7,000
		EXTERIOR PAINT	$6,000		VINYL SIDING	$39,738
		ASPHALT/CONCRETE	$1,000			
			$65,506			$64,915
	41-11 SeaMist/ Bay Townhouses	EXTERIOR PAINT	$3,000	41-11 SeaMist/ Bay Townhouses	ROOF/GUTTERS	$5,000
		INTERIOR PAINT	$3,000		FENCING/PLAY AREA	$3,000
		APPLIANCES	$2,000		STORAGE DOORS	$1,500
		FLOORING	$3,909		FLOORING	$7,000
		LANDSCAPE/SITE WK	$1,000			
			$12,909			$16,500
	HA - Wide	SUBSIDIES	$24,695	HA-Wide	SUBSIDIES	$24,695
		COMPUTER SOFTWRE	$510		COMPUTER SOFTWRE	$510
		ADMIN SALARIES	$11,560		ADMIN SALARIES	$11,560
		NON-TECH SALARIES	$2,500		NON-TECH SALARIES	$2,500
		A & E	$2,000		OFFICE EQUIPMENT	$1,000
		OFFICE EQUIPMENT	$1,000		GROUNDS EQUIP	$3,000
		GROUNDS EQUIP	$3,000		RELOCATION	$1,000
		RELOCATION	$2,000			
			$47,265			$44,265
			$125,680			$125,680

Activities for Year 1	Activities for Year: 4 FFY Grant: 20010 PHA FY: 2011			Activities for Year: 5 FFY Grant: 2011 PHA FY: 2012		
	Development Number/Name	Major Work Categories	Estimated Cost	Development Number/Name	Major Work Categories	Estimated Cost
	41-2 Birches/	UPGRADE DAYCARE	$1,000	41-2 Birches/	VINYL SIDING	$52,909
		VINYL SIDING	$62,415		FLOORING	$7,000

See Annual Statement	BayCrest	FLOORING	$7,000	BayCrest	APPLIANCES	$2,000
					ASPHALT/CONCRETE	$5,000
			$70,415			$66,909
	41-11 SeaMist/ Bay Townhouses	WINDOW COVERINGS	$5,000	41-11 SeaMist/ Bay Townhouses	INTERIOR PAINT	$2,000
		FLOORING	$6,000		FLOORING	$7,000
		ASPHALT/CONCRETE	$3,000		APPLIANCES	$8,506
			$14,000			$17,506
	HA-Wide	SUBSIDIES	$24,695	HA-Wide	SUBSIDIES	$24,695
		COMPUTER SOFTWRE	$510		COMPUTER SOFTWRE	$510
		ADMIN SALARIES	$11,560		ADMIN SALARIES	$11,560
		NON-TECH SALARIES	$2,500		NON-TECH SALARIES	$2,500
		OFFICE EQUIPMENT	$1,000		OFFICE EQUIPMENT	$1,000
		RELOCATION	$1,000		RELOCATION	$1,000
			$41,265			$41,265
			$125,680			$125,680

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

PHA Name	Grant Type and Number	FFY of Grant Approval
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No. **WA19P04150104** Replacement Housing Factor Grant No.	**2004**

___Original Annual Statement ___ Reserves for Disasters/Emergencies X Revised Annual Statement (revision no 3)

X Performance and Evaluation Report for Period Ending: 3/31/08 ___ Final Performance and Evaluation Report

		Total Estimated Costs		Total Actual Costs	
Line No.	Summary by Development Account	Original	Revised	Obligated	Expended
1	Total Non-CFP Funds	$0.00	$0.00	$0.00	$0.00
2	1406 Operations	$24,966.00	$24,966.00	$24,966.00	$24,966.00
3	1408 Management Improvements	$493.00	$493.00	$493.00	$493.00
4	1410 Administration	$15,027.66	$15,027.66	$15,027.66	$15,027.66
5	1411 Audit	$0.00	$0.00	$0.00	$0.00
6	1415 Liquidated Damages	$0.00	$0.00	$0.00	$0.00
7	1430 Fees and Costs	$1,890.34	$1,890.34	$1,890.34	$1,890.34
8	1440 Site Acquisition	$0.00	$0.00	$0.00	$0.00
9	1450 Site Improvement	$54,876.95	$54,876.95	$54,876.95	$51,475.00
10	1460 Dwelling Structures	$15,603.95	$15,603.95	$15,603.95	$15,603.95
11	1465.1 Dwelling Equipment-Nonexpendable	$6,686.00	$6,686.00	$6,686.00	$6,686.00
12	1470 Nondwelling Structures	$0.00	$0.00	$0.00	$0.00
13	1475 Nondwelling Equipment	$5,285.10	$5,285.10	$5,285.10	$5,285.10
14	1485 Demolition	$0.00	$0.00	$0.00	$0.00
15	1490 Replacement Reserve	$0.00	$0.00	$0.00	$0.00
16	1492 Moving to Work Demonstration	$0.00	$0.00	$0.00	$0.00
17	1495.1 Relocation Costs	$0.00	$0.00	$0.00	$0.00
18	1499 Development Activities	$0.00	$0.00	$0.00	$0.00
19	1501 Collaterization or Debt Service	$0.00	$0.00	$0.00	$0.00
20	1502 Contingency	$0.00	$0.00	$0.00	$0.00
21	Amount of Annual Grant (Sum of lines 2-20)	$124,829.00	$124,829.00	$124,829.00	$121,427.05
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No: **WA19P04150104** Replacement Housing Factor Grant No:	**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	
41-2	INTERIOR PAINT	1460		1,791.80	1,791.80	1,791.80	1,791.80	COMPLETE
	FLOORING	1460		9,863.15	9,863.15	9,863.15	9,863.15	COMPLETE
	LANDSCAPE/SITE WORK	1450		960.00	2,867.95	2,867.95	960.00	IN PROGRESS
	ASPHALT REPAIR/SEAL/STRIPE	1450		34,921.20	34,921.20	34,921.20	34,921.20	COMPLETE
	REPAIR WALKS/CURBS/PATIOS	1450		13,890.00	13,890.00	13,890.00	13,890.00	COMPLETE
	APPLIANCES	1465		6,686.00	6,686.00	6,686.00	6,686.00	COMPLETE
	Total 41-2			68,112.15	70,020.10	70,020.10	68,112.15	
41-11	INTERIOR PAINT	1460		768.00	768.00	768.00	768.00	COMPLETE
	FLOORING	1460		3,181.00	3,181.00	3,181.00	3,181.00	COMPLETE
	EXTERIOR SECURITY LIGHTING	1450		1,966.00	1,494.00	1,494.00	0.00	IN PROCESS
	LANDSCAPE/SITE WORK	1450		1,435.95	0.00	0.00	0.00	DELETED
	ASPHALT REPAIR/STRIPE	1450		1,703.80	1,703.80	1,703.80	1,703.80	COMPLETE
	Total 41-11			9,054.75	7,146.80	7,146.80	5,652.80	
HA WIDE	OPERATIONS	1406		24,966.00	24,966.00	24,966.00	24,966.00	COMPLETE
	COMPUTER SOFTWARE	1408		493.00	493.00	493.00	493.00	COMPLETE

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No: **WA19P04150104** Replacement Housing Factor Grant No:	**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
	ADMIN SALARIES	1410.01		9,383.77	9,383.77	9,383.77	9,383.77	COMPLETE
	BENEFITS	1410.09		2,598.23	2,598.23	2,598.23	2,598.23	COMPLETE
	SUNDRY	1410.19		148.66	148.66	148.66	148.66	COMPLETE
	NON-TECH SALARIES (not included in 10%)	1410.02		2,325.53	2,325.53	2,325.53	2,325.53	COMPLETE
	NON-TECH BENEFITS (not included in 10%)	1410.09		571.47	571.47	571.47	571.47	COMPLTE
HA WIDE NON DWELL EQUIP	A & E FEES	1430		1,890.34	1,890.34	1,890.34	1,890.34	COMPLETE
	Office Equipment	1475		1,022.00	1,022.00	1,022.00	1,022.00	COMPLETE
	Grounds Equipment	1475		4,263.10	4,263.10	4,263.10	4,263.10	COMPLETE
	Total HA Wide			47,662.10	47,662.10	47,662.10	47,662.10	
	Total CFP Grant			124,829.00	124,829.00	124,829.00	121,427.05	

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

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

PHA Name:	Grant Type and Number		Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No:	**WA19P04150104**	**2004**
	Replacement Housing Factor Grant No:		

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			ons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
41-2 Birches/Baycrest	9/16/2006		3/31/2007	9/16/2008			
41-11 Bay Townhouses/ SeaMist	9/16/2006			9/16/2008			
PHA Wide ADMIN	9/16/2006		12/31/2004	9/16/2008		3/31/2006	
NON-DWELL	9/16/2006		6/30/2005	9/16/2008		9/30/2005	
A & E	9/16/2006		3/31/2005	9/16/2008		9/30/2005	
MANAGEMENT	9/16/2006		12/31/2005	9/16/2008		12/31/2005	

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

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

PHA Name	Grant Type and Number		FFY of Grant Approval
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No.	**WA19P04150105**	**2005**
	Replacement Housing Factor Grant No.		

__Original Annual Statement ___ Reserves for Disasters/Emergencies X Revised Annual Statement (revision no 3)
_X_ Performance and Evaluation Report for Period Ending: 3/31/08 ___ Final Performance and Evaluation Report

		Total Estimated Costs		Total Actual Costs	
Line No.	Summary by Development Account	Original	Revised	Obligated	Expended
1	Total Non-CFP Funds	$0.00			
2	1406 Operations	$24,968.00	$24,968.00	$24,968.00	$24,968.00
3	1408 Management Improvements	$993.00	$993.00	$993.00	$993.00
4	1410 Administration	$15,381.00	$15,381.00	$15,381.00	$15,381.00
5	1411 Audit	$0.00	$0.00	$0.00	$0.00
6	1415 Liquidated Damages	$0.00	$0.00	$0.00	$0.00
7	1430 Fees and Costs	$1,931.00	$0.00	$0.00	$0.00
8	1440 Site Acquisition	$0.00	$0.00	$0.00	$0.00
9	1450 Site Improvement	$16,098.00	$22,228.86	$19,277.05	$19,277.05
10	1460 Dwelling Structures	$38,088.00	$42,774.14	$40,776.33	$38,467.33
11	1465.1 Dwelling Equipment-Nonexpendable	$7,726.00	$340.00	$340.00	$340.00
12	1470 Nondwelling Structures	$0.00	$0.00	$0.00	$0.00
13	1475 Nondwelling Equipment	$18,153.00	$18,153.00	$17,412.00	$17,412.00
14	1485 Demolition	$0.00	$0.00	$0.00	$0.00
15	1490 Replacement Reserve	$0.00	$0.00	$0.00	$0.00
16	1492 Moving to Work Demonstration	$0.00	$0.00	$0.00	$0.00
17	1495.1 Relocation Costs	$1,500.00	$0.00	$0.00	$0.00
18	1499 Development Activities	$0.00	$0.00	$0.00	$0.00
19	1501 Collaterization or Debt Service	$0.00	$0.00	$0.00	$0.00
20	1502 Contingency	$0.00	$0.00	$0.00	$0.00
21	Amount of Annual Grant (Sum of lines 2-20)	$124,838.00	$124,838.00	$119,147.38	$116,838.38
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name:	Grant Type and Number		Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No:	**WA19P04150105**	**2005**
	Replacement Housing Factor Grant No:		

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	
41-2	INTERIOR PAINT	1460		4,744.60	4,744.60	4,744.60	4,744.60	COMPLETE
	EXTERIOR PAINT	1460		4,300.00	0.00	0.00	0.00	DELETED
	PAINT COMMON AREA	1460		966.00	0.00	0.00	0.00	DELETED
	ELEC FIXTURES	1460		500.00	0.00	0.00	0.00	DELETED
	PLUMBING FIXTURES	1460		966.00	0.00	0.00	0.00	DELETED
	FLOORING	1460		4,384.40	6,576.31	4,578.50	4,578.50	CONTRACT
	EXTERIOR LIGHTING	1450		966.00	0.00	0.00	0.00	DELETED
	LANDSCAPE/SITE WORK	1450		3,863.00	22,228.86	19,277.05	19,277.05	IN PROGRESS
	REPAIR WALKS/CURBS/PATIOS	1450		3,449.00	0.00	0.00	0.00	DELETED
	APPLIANCES	1465		3,863.00	340.00	340.00	340.00	COMPLETE
	VINYL SIDING	1460		11,933.00	0.00	0.00	0.00	DELETED
	Total 41-2			39,935.00	33,889.77	28,940.15	28,940.15	
41-11	INTERIOR PAINT	1460		2,000.00	0.00	0.00	0.00	DELETED

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

PHA Name:	Grant Type and Number		Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No:	**WA19P04150105**	**2005**
	Replacement Housing Factor Grant No:		

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	
	EXTERIOR PAINT	1460		2,000.00	8,175.00	8,175.00	8,175.00	COMPLETE
	ELEC FIXTURES	1460		500.00	0.00	0.00	0.00	DELETED
	PLUMBING FIXTURES	1460		1,931.00	0.00	0.00	0.00	DELETED
	FLOORING	1460		3,863.00	0.00	0.00	0.00	DELETED
	RE-ROOF (ptn WI from 41-501-06 and within)	1460		0.00	23,278.23	23,278.23	20,969.23	RETAINAGE HELD
	APPLIANCES	1465		3,863.00	0.00	0.00	0.00	DELETED
	LANDSCAPE/SITE WORK	1450		1,449.00	0.00	0.00	0.00	DELETED
	REPAIR WALKS/CURBS/PATIOS	1450		2,931.00	0.00	0.00	0.00	DELETED
	ASPHALT REPAIR/STRIPE	1450		3,440.00	0.00	0.00	0.00	DELETED
	Total 41-11			21,977.00	31,453.23	31,453.23	29,144.23	
HA WIDE	OPERATIONS	1406		24,968.00	24,968.00	24,968.00	24,968.00	COMPLETE
	COMPUTER SOFTWARE	1408		993.00	993.00	993.00	993.00	COMPLETE
	ADMIN SALARIES	1410.01		9,512.00	9,512.00	9,512.00	9,512.00	COMPLETE
	ADMIN BENEFITS	1410.09		2,972.00	2,972.00	2,972.00	2,972.00	COMPLETE

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

PHA Name:	Grant Type and Number		Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No:	**WA19P04150105**	**2005**
	Replacement Housing Factor Grant No:		

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	
	NON-TECH SALARIES	1410.02		2,207.00	2,291.65	2,291.65	2,291.65	COMPLETE
	NON-TECH BENEFITS	1410.1		690.00	605.35	605.35	605.35	COMPLETE
	A & E FEES	1430		1,931.00	0.00	0.00	0.00	DELETED
NON-DWELL EQUIP	Office Equipment $3,500	1475		3,500.00	3,759.00	3,759.00	3,759.00	COMPLETE
	Grounds Equipment $13,653	1745		13,653.00	13,653.00	13,653.00	13,653.00	COMPLETE
	Computer Hardware $1,000	1745		1,000.00	741.00	0.00	0.00	
	RELOCATION	1495		1,500.00	0.00	0.00	0.00	DELETED
	Total HA Wide			62,926.00	59,495.00	58,754.00	58,754.00	
	Total CFP Grant			124,838.00	124,838.00	119,147.38	116,838.38	

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

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

PHA Name:	Grant Type and Number		Federal FY of Grant:
SING AUTHORITY OF WHATCOM CO	Capital Fund Program Grant No:	**WA19P04150105**	**2005**
	Replacement Housing Factor Grant No:		

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	
41-2 Birches/Baycrest	9/16/2007			9/16/2009			
41-11 Bay Townhouses/ SeaMist	9/16/2007		3/31/2008	9/16/2009			
PHA Wide WA041							
ADMIN	9/16/2007		10/30/2005	9/16/2009		12/31/2007	
NON-DWELL	9/16/2007		3/31/2007	9/16/2009		3/31/2008	
~~A & E~~	~~9/16/2007~~			~~9/16/2009~~			
MANAGEMENT	9/16/2007		9/16/2007	9/16/2009		12/31/2007	

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

PHA Name	Grant Type and Number	FFY of Grant Approval
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No. **WA19P04150106** Replacement Housing Factor Grant No.	**2006**

__Original Annual Statement ___ Reserves for Disasters/Emergencies _X_Revised Annual Statement (revision no _2_)
_X_ Performance and Evaluation Report for Period Ending: 3/31/08 ___ Final Performance and Evaluation Report

		Total Estimated Costs		Total Actual Costs	
Line No.	Summary by Development Account	Original	Revised	Obligated	Expended
1	Total Non-CFP Funds	$0.00	$0.00	$0.00	$0.00
2	1406 Operations	$22,679.00	$22,679.00	$22,679.00	$22,679.00
3	1408 Management Improvements	$1,500.00	$1,500.00	$1,500.00	$1,500.00
4	1410 Administration	$0.00	$0.00	$0.00	$0.00
5	1411 Audit	$0.00	$0.00	$0.00	$0.00
6	1415 Liquidated Damages	$0.00	$0.00	$0.00	$0.00
7	1430 Fees and Costs	$2,699.00	$5,525.00	$4,225.00	$4,225.00
8	1440 Site Acquisition	$0.00	$0.00	$0.00	$0.00
9	1450 Site Improvement	$23,700.00	$14,102.77	$0.00	$0.00
10	1460 Dwelling Structures	$38,973.00	$27,982.23	$20,560.08	$19,392.50
11	1465.1 Dwelling Equipment-Nonexpendable	$2,343.00	$2,343.00	$0.00	$0.00
12	1470 Nondwelling Structures	$15,000.00	$42,856.00	$4,549.00	$4,549.00
13	1475 Nondwelling Equipment	$6,000.00	$6,000.00	$1,096.26	$1,096.26
14	1485 Demolition	$0.00	$0.00	$0.00	$0.00
15	1490 Replacement Reserve	$0.00	$0.00	$0.00	$0.00
16	1492 Moving to Work Demonstration	$0.00	$0.00	$0.00	$0.00
17	1495.1 Relocation Costs	$500.00	$0.00	$0.00	$0.00
18	1499 Development Activities	$0.00	$0.00	$0.00	$0.00
19	1501 Collaterization or Debt Service	$0.00	$0.00	$0.00	$0.00
20	1502 Contingency	$0.00	$0.00	$0.00	$0.00
21	Amount of Annual Grant (Sum of lines 2-20)	$113,394.00	$122,988.00	$54,609.34	$53,441.76
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No: **WA19P04150106** Replacement Housing Factor Grant No:	**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	
41-2 Birches/ BayCrest	UPGRADE SHOP AREA W/ADA RESTRM	1470		15,000.00	42,856.00	4,549.00	4,549.00	
	COMMON AREA PAINT	1460		1,000.00	0.00	0.00	0.00	DELETED
	LOCK UPGRADE	1460		0.00	8,144.16	8,144.16	8,144.16	COMPLETE
	EXTERIOR LIGHTING	1450		1,000.00	4,448.49	0.00	0.00	
	ELECTRIC FIXTURES	1460		500.00	0.00	0.00	0.00	
	ASPHALT REPAIR & RESURFACE	1450		18,700.00	0.00	0.00	0.00	DELETED
	FLOORING	1460		3,500.00	4,662.87	4,662.87	4,662.87	COMPLETE
	APPLIANCES	1465		1,000.00	1,000.00	0.00	0.00	
	LANDSCAPE/SITE WORK	1450		2,000.00	8,654.28	0.00	0.00	
	GUTTERS/DOWNSPOUTS	1460		0.00	7,454.73	32.58	0.00	OUT TO BID
				42,700.00	77,220.53	17,388.61	17,356.03	
41-11 SeaMist/	EXTERIOR LIGHTING	1450		1,000.00	0.00	0.00	0.00	

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No: **WA19P04150106** Replacement Housing Factor Grant No:	**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	
Bay Town	ELECTRIC FIXTURES	1460		1,000.00	0.00	0.00	0.00	
	PLUMBING FIXTURES	1460		1,000.00	0.00	0.00	0.00	
	REPLACE ROOF	1460		26,973.00	0.00	0.00	0.00	DELETED
	GUTTERS/DOWNSPOUTS	1460		0.00	6,585.47	6,585.47	6,585.47	COMPLETE
	APPLIANCES	1465		1,343.00	1,343.00	0.00	0.00	
	INSTALL INSULATION	1460		5,000.00	1,135.00	1,135.00	0.00	
	SITE WORK-PICNIC TABLE/BENCH	1450		1,000.00	1,000.00	0.00	0.00	
	Total 41-11			37,316.00	10,063.47	7,720.47	6,585.47	
HA WIDE	OPERATIONS	1406		22,679.00	22,679.00	22,679.00	22,679.00	COMPLETE
	COMPUTER SOFTWARE	1408		1,500.00	1,500.00	1,500.00	1,500.00	COMPLETE
	NON-TECH SALARIES	1430.02		1,880.15	3,076.43	3,076.43	3,076.43	COMPLETE

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No: **WA19P04150106** Replacement Housing Factor Grant No:	**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	
	NON-TECH BENEFITS	1430.02		387.85	673.57	673.57	673.57	COMPLETE
	A & E FEES	1430		431.00	1,775.00	475.00	475.00	
	NON-DWELLING EQUIPMENT	1475						
	Office Equipment $1,000			1,000.00	1,000.00	0.00	0.00	
	Grounds Equipment $5,000			5,000.00	5,000.00	1,096.26	1,096.26	
	RELOCATION	1495		500.00	0.00	0.00	0.00	
	Total HA Wide			33,378.00	35,704.00	29,500.26	29,500.26	
	Total CFP Grant			113,394.00	122,988.00	54,609.34	53,441.76	

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

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

PHA Name:	Grant Type and Number		Federal FY of Grant:
SING AUTHORITY OF WHATCOM CO	Capital Fund Program Grant No:	**WA19P04150106**	**2006**
	Replacement Housing Factor Grant No:		

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	
41-2 Birches/Baycrest	7/18/2008			7/18/2010			
41-11 Bay Townhouses/ SeaMist	7/18/2008			7/18/2010			
PHA Wide							
ADMIN	7/18/2008		9/30/2006	7/18/2010		3/31/2007	
NON-DWELL	7/18/2008			7/18/2010			
A & E	7/18/2008			7/18/2010			
MANAGEMENT	7/18/2008		6/30/2007	7/18/2010		12/31/2007	

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

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

PHA Name	Grant Type and Number	FFY of Grant Approval
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No. **WA19P04150107** Replacement Housing Factor Grant No.	**2007**

__Original Annual Statement ___ Reserves for Disasters/Emergencies _X_ Revised Annual Statement (revision no _1_)
___ Performance and Evaluation Report for Period Ending: _____ ___ Final Performance and Evaluation Report

		Total Estimated Costs		Total Actual Costs	
Line No.	Summary by Development Account	Original	Revised	Obligated	Expended
1	Total Non-CFP Funds	$0.00			
2	1406 Operations	$24,590.00	$23,120.00	$23,120.00	$23,120.00
3	1408 Management Improvements	$1,500.00	$1,500.00	$0.00	$0.00
4	1410 Administration	$14,567.00	$11,555.00	$11,555.00	$6,154.89
5	1411 Audit	$0.00	$0.00	$0.00	$0.00
6	1415 Liquidated Damages	$0.00	$0.00	$0.00	$0.00
7	1430 Fees and Costs	$431.00	$431.00	$0.00	$0.00
8	1440 Site Acquisition	$0.00	$0.00	$0.00	$0.00
9	1450 Site Improvement	$9,400.00	$19,211.34	$0.00	$0.00
10	1460 Dwelling Structures	$26,657.00	$9,760.00	$5,860.00	$5,860.00
11	1465.1 Dwelling Equipment-Nonexpendable	$2,343.00	$1,659.00	$0.00	$0.00
12	1470 Nondwelling Structures	$17,000.00	$21,862.66	$21,862.66	$16,262.66
13	1475 Nondwelling Equipment	$26,000.00	$26,000.00	$22,280.00	$0.00
14	1485 Demolition	$0.00	$0.00	$0.00	$0.00
15	1490 Replacement Reserve	$0.00	$0.00	$0.00	$0.00
16	1492 Moving to Work Demonstration	$0.00	$0.00	$0.00	$0.00
17	1495.1 Relocation Costs	$500.00	$500.00	$0.00	$0.00
18	1499 Development Activities	$0.00	$0.00	$0.00	$0.00
19	1501 Collaterization or Debt Service	$0.00	$0.00	$0.00	$0.00
20	1502 Contingency	$0.00			
21	Amount of Annual Grant (Sum of lines 2-20)	$122,988.00	$115,599.00	$84,677.66	$51,397.55
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No: **WA19P04150107** Replacement Housing Factor Grant No:	**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	
41-2 Birches/ BayCrest	ROOFS/GUTTERS	1460		1,600.00	0.00	0.00	0.00	
	REPLACE FENCING	1450		6,000.00	6,000.00	0.00	0.00	
	INTERIOR PAINT	1460		900.00	900.00	0.00	0.00	
	SITE WORK (TREES)	1450		400.00	2,221.44	0.00	0.00	
	FLOORING	1460		4,700.00	5,384.00	5,384.00	5,384.00	COMPLETE
	UPGRADE LOCK SETS	1460		5,500.00	476.00	476.00	476.00	
	STORAGE DOORS UPGRADE	1470		17,000.00	21,862.66	21,862.66	16,262.66	
	APPLIANCES	1465		1,000.00	316.00	0.00	0.00	
	LANDSCAPE/SITE WORK	1450		2,000.00	0.00	0.00	0.00	
	CONCRETE/ASPHALT	1450		0.00	9,989.90	0.00	0.00	
				39,100.00	47,150.00	27,722.66	22,122.66	
41-11	EXTERIOR LIGHTING	1450		1,000.00	1,000.00	0.00	0.00	

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

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No: **WA19P04150107** Replacement Housing Factor Grant No:	**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	
SeaMist/ Bay Town	ELECTRIC FIXTURES	1460		1,000.00	1,000.00	0.00	0.00	
	PLUMBING FIXTURES	1460		1,000.00	1,000.00	0.00	0.00	
	FLOORING	1460		6,957.00	1,000.00	0.00	0.00	
	APPLIANCES	1465		1,343.00	1,343.00	0.00	0.00	
	INSTALL INSULATION	1460		5,000.00	0.00	0.00	0.00	
	Total 41-11			16,300.00	5,343.00	0.00	0.00	
HA WIDE	OPERATIONS	1406		24,590.00	23,120.00	23,120.00	23,120.00	
	COMPUTER SOFTWARE	1408		1,500.00	1,500.00	0.00	0.00	
	ADMIN SALARIES	1410		12,299.00	6,600.00	6,600.00	3,887.31	

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

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No: **WA19P04150107** Replacement Housing Factor Grant No:	**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	
	BENEFITS	1410		0.00	2,828.00	2,828.00	1,137.89	
	NON-TECH SALARIES	1410.02		2,268.00	1,489.00	1,489.00	873.87	
	BENEFITS			0.00	638.00	638.00	255.82	
	A & E FEES	1430		431.00	431.00	0.00	0.00	
	NON-DWELLING EQUIPMENT	1475						
	Office Equipment			1,000.00	1,000.00	0.00	0.00	
	Grounds Equipment			2,720.00	2,720.00	0.00	0.00	
	Grounds Truck			22,280.00	22,280.00	22,280.00	0.00	
	RELOCATION	1495		500.00	500.00	0.00	0.00	
	Total HA Wide			67,588.00	63,106.00	56,955.00	29,274.89	
	Total CFP Grant			122,988.00	115,599.00	84,677.66	51,397.55	

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

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

PHA Name:	Grant Type and Number		Federal FY of Grant:
HOUSING AUTHORITY OF WHATCOM COUNTY	Capital Fund Program Grant No:	**WA19P04150106**	**2007**
	Replacement Housing Factor Grant No:		

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	
41-2 Birches/Baycrest	7/18/2009			7/18/2011			
41-11 Bay Townhouses/ SeaMist	7/18/2009			7/18/2011			
PHA Wide	7/18/2009			7/18/2011			
ADMIN	7/18/2009			7/18/2011			
NON-DWELL	7/18/2009			7/18/2011			
A & E	7/18/2009			7/18/2011			
MANAGEMENT	7/18/2009			7/18/2011			

Attachment G. (wa041g01)

ACTION PLAN FOR THE PHAS RESIDENT SURVEY

The following is the plan the Housing Authority of Whatcom County (WCHA) will take in addressing the RASS scores it received for the fiscal year ending 09/30/08.

Communications:

WCHA's action plan to increase the level of effectiveness of WCHA and resident communications is to annually provide quality assurance questionnaires and prepaid postage envelopes for residents to submit comments and suggestions regarding the services provided by WCHA.

HOUSING AUTHORITY OF THE CITY OF BELLINGHAM/WHATCOM COUNTY
208 UNITY STREET, BELLINGHAM, WA 98225

THIS LEASE IS IN TWO PARTS:

Part I is the lease contract. This is executed by the resident and the BWCHA and includes Part II Terms and Conditions (by reference).

Part II establishes the Terms and Conditions of the lease. These apply to all residents.

LEASE AGREEMENT: PART I

RESIDENT/TENANT NAME _____
ADDRESS _____ **UNIT NO.** _____
PROJECT NO. _____ **UNIT SIZE** ____ **Bedroom**
Effective Date of Agreement _____ Annual Review Date _____
Initial Rent ____ Security Deposit ____

Held at:

Monthly Tenant Rent	_____
Extra Monthly Charges	_____
TV Cable	_____
Other	_____
Total Monthly Payments	_____

*Excess utility charges are due and collectable beginning the first day of _____ and each month thereafter

Utilities Include: Electricity ☐ Gas ☐ Garbage ☐

Other occupants/tenants: .

Total number of Adults: Children: .

Occupancy is restricted to the above-named occupants/tenants. Each Tenant is individually and jointly liable for performance of the terms of this agreement.

Consent of the landlord is required to increase the number of occupants/tenants. Any guest staying more than 14 continuous days or more than 21 days in a year is an unauthorized occupant.

The HOUSING AUTHORITY OF THE CITY OF BELLINGHAM or the HOUSING AUTHORITY OF WHATCOM COUNTY (BWCHA), as applicable, and those persons named above (Resident or Tenant) agree that:

1. BWCHA has relied upon the representations and statements made by the Resident as to Resident's income, household composition and housing need in his/her signed application. Resident hereby agrees to rent from BWCHA the dwelling unit indicated above, according to the terms and conditions attached to this agreement or posted on the property, and the BWCHA Admission and Continued Occupancy Policy which are incorporated by reference.

2. HOUSEHOLD COMPOSITION: The only persons who will occupy the dwelling unit are listed on this Lease agreement and the Certification/Recertification of Tenant Eligibility.

3. TERM: The term of this lease shall be one calendar year, and automatically renewed annually for additional one year terms except as otherwise provided in the Lease.

4. RENT Initial rent (prorated for partial month) shall be $.__ and, if applicable, the Resident shall receive the benefit of $.__ from BWCHA 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) day of said month. A utility reimbursement of $ _____per month (if applicable) shall be paid to the utility supplier by BWCHA for the Resident. [966.4 (b)(1)][1]

☐ This is the flat rent for the Premises OR

☐ This rent is based on the income and other information reported by the Resident and will be adjusted by BWCHA or HUD requirements.

5. UTILITY ALLOWANCES: Resident-Paid Utilities [5.632] If indicated by an (X) below, BWCHA shall provide Resident with a Utility Allowance in the monthly amount totaling $ _____ for the following utilities paid directly by the Resident to the Utility supplier:

( ) Electricity ( ) Gas ( ) Heat ( ) Water ( ) Sewerage ( ) Trash removal ( )

Any other utility charges are the responsibility of the resident, including but not limited to .

6. NO WAIVER: Acceptance of payment of rent does not constitute waiver of any non-complying condition, including but not limited to: late payment, partial payment, breach of agreement or any condition for which a notice to comply has been given.

[1] Numbers in brackets [ ] refer to 24 C.F.R.§966.4

7. Smoke Alarm Notification/Release (RCW 48.48.140) Resident agrees that they have personally inspected the smoke alarm in the unit, which is provided according to Washington State Law RCW 48.48.140 and find it to be in working order. Resident understands that the Landlord-Tenant Law of the State of Washington requires the tenant to maintain the alarm and keep fresh batteries in the mechanism and that failure to do so absolves the Landlord, or Agent from any responsibility for losses due to my/our noncompliance with the law or malfunction of the alarm. I/we further understand that failure to comply may result in a fine of not more than $200.00.

The RESIDENT HAS CERTIFIED THAT HE/SHE HAS RECEIVED A COPY OF THIS LEASE AGREEMENT which consists of the foregoing and Part II, together with those policies and Addendums referenced therein and incorporated by reference, and the attachments listed below:

☐ Attachment No. 1 "Certification and Recertification of Tenant Eligibility" (50058)
☐ Attachment No. 2 Unit Inspection Report
☐ Attachment No. 3 Mold Addendum
☐ Attachment No. 4 Supplemental Agreement (Check if applicable)
☐ Attachment No. 5 Pet Agreement (check if applicable)
☐ Attachment No. 6 Addendum for ACOP Inclusion
☐ Attachment No. 7 Lead Hazard Information Packet
☐ Attachment No. 8 Lead Disclosure Addendum
☐ Attachment No. 9 Drug Free Addendum

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 BWCHA before execution of the lease, or before BHA 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 BWCHA 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.

RESIDENT: _____

RESIDENT: _____

DATE: _____

HOUSING AUTHORITY OF

☐ **THE CITY OF BELLINGHAM**

☐ **WHATCOM COUNTY**

BY: _____

HOUSING AUTHORITY OF THE CITY OF BELLINGHAM/WHATCOM COUNTY
208 UNITY STREET, BELLINGHAM, WA 98225

LEASE AGREEMENT: PART II

THIS LEASE IS IN TWO PARTS:

Part I is the lease contract. This is executed by the resident and the BWCHA and includes Part II Terms and Conditions (by reference)

Part II establishes the Terms and Conditions of the lease. These apply to all residents. The terms and conditions of this agreement are controlled by 24 C.F.R. §966.4 et seq., now in existence or as subsequently amended. You can find the CFRs at www.access.gpo.gov

THIS LEASE AGREEMENT (called the "Lease") is between the Bellingham/Whatcom Housing Authorities (called "BWCHA") and Resident/Tenant/Occupants named in Part I of this lease (called "Resident"). [966.4 (a)]

I. Description of the Parties and Premises: [966.4 (a)]

A. BWCHA, using data provided by Resident about income, family composition, and needs, leases to Resident the property (called premises or dwelling unit) described in Part I of this Lease Agreement, subject to the terms and conditions in this lease. [966.4 (a)]

B. Premises must be used as the only private residence of the Resident and the family members listed in the lease or on the Certification/Recertification of Eligibility.

C. Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, adoptions, and court awarded custody, require the advance written approval of BWCHA. Such approval will be granted only if the new family members pass BWCHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4(a)(2) & (d)(3)(i)] Resident must wait for BWCHA'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 BWCHA may terminate the lease [966.4 (f)(3)]

D. Resident shall report deletions (for any reason) from the household members named on the lease to BWCHA in writing, within 10 days of the occurrence. [966.4 (c)(1) & (2) & (f)(3)]

II. Lease and Amount of Rent

A. **Rent is DUE and PAYABLE in advance on the first day of each month** and shall be considered delinquent after the fifth calendar day of the month. As a safety measure, no cash will be accepted for payment of rent.

B. Unless otherwise modified or terminated in accordance with this Lease or HUD regulations, tenancy is for one year and will automatically be renewed for successive terms of one calendar year. [966.4(a)(1)]

C. The rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by BWCHA in accordance with this agreement and HUD regulations. Regular redeterminations will occur at annual renewal and interim redeterminations will occur whenever BWCHA has reason to believe there has been a change in the household circumstances. [966.4(c)]

The amount of the Total Resident Payment and Resident Rent shall be determined by the BWCHA in compliance with HUD regulations and requirements and in accordance with BWCHA's Admissions and Occupancy Policy. [966.4 (c)]

At the time of admission or at re-certification, the Resident may choose to have their rent based on the **flat** rent set by BWCHA or on the income and other information **(formula method)** supplied by the resident.

If the household circumstances change, the Resident agrees to transfer to another unit at the request of BWCHA.

D. Rent may include utilities as described in this agreement, and includes maintenance services as required by this agreement or the Washington Residential Landlord Tenant Act at RCW 59.18. [966.4 (e)(1) - (7)]

When BWCHA makes any change in the amount of Total Resident Payment or Resident Rent, BWCHA 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 BWCHA. If Resident asks for an explanation, BWCHA shall respond in a reasonable time. [966.4 (c)(4)]

III. Other Charges: In addition to rent, Resident is responsible for the payment of certain other charges specified in this lease. Other charges can include: [966.4 (b)(2)]

A. Maintenance costs -- The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Resident, household members or by guests. When BWCHA 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 as adopted by BWCHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to BWCHA for the labor and materials needed to complete the work and if overtime work is required, overtime rates shall be charged. [966.4 (b)(2)]

B. Late Charges--The Resident shall pay the monthly rent on or before the 5th of the month, plus any extra charges due under this or any other agreement. If the Resident does not pay the full amount of the rent by the end of the 5th day of the month, the BWCHA may collect a fee of $10.00 on the 6th day of the month. A $15.00 late processing fee will be assessed to residents who receive Notices to pay-or-vacate or a Notice to comply-or-vacate. If the 5th of any month falls on a weekend or holiday the late fees for non-payment of rent will be assessed on the next business day. If Resident pays with a check returned for insufficient funds, future payments must be made with a money order or cashier's check.

C. Charges for damages (anything beyond normal wear and tear) caused by the Resident, household members or any guests and charges for late payment of rent are due two weeks after Notice of the charges.

D. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of $15.00 for processing costs.

IV. Payments by Resident will be applied in the following order:

1. Resident's security deposit;
2. Any maintenance, utilities, and legal costs;
3. Any late fees incurred by the Resident; and lastly
4. Any unpaid rent owed by Resident.

V. Payment Location: Rent and other charges can be paid at the BWCHA or at a location otherwise specified by the BWCHA. Reasonable accommodations for this requirement will be made for persons with disabilities [966.4 (b)(4)]

VII. Security Deposit

A. Resident Responsibilities: Resident agrees to pay an amount equal to $_____ or one month's Total Resident Payment. The dollar amount of the security deposit is noted on Part I of this Residential Lease. [966.4 (b)(5)]

B. Resident does NOT have the right to apply the security and damage deposit to payment of the last month's rent. Deposit funds may be used at Landlord's discretion to repair damages caused by Tenant and to pay for any other costs, rent or fees incurred during or upon the termination of the Agreement.

C. BWCHA's Responsibilities: BWCHA 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, including all cost for maintenance and repairs, including without limitation unpaid utilities.

2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Resident, household members or guests. No refund of the Security Deposit will be made until Resident has vacated, and BWCHA has inspected the dwelling unit.

3. The return of a security deposit shall occur within 14 days after Resident moves out or the BWCHA has learned of abandonment. If any deductions are made, BWCHA will furnish Resident with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

4. If the Resident or Resident’s estate disputes the deducted charges, the Resident or Resident’s estate shall first file a grievance pursuant to BWCHA procedures prior to the commencement of any action in court.

VIII. Utilities and Appliances

A. Resident shall pay for all utilities not furnished by the BWCHA, and shall pay for all other utilities or services received by the Resident.

B. Resident may receive an allowance for utilities not furnished by the BWCHA and is responsible for payment of such utilities from the effective date of this Agreement until the legal termination date. BWCHA may change the Allowance at any time during the term of the lease, and shall give Resident 60 days written notice of the revised Allowance along with any resultant changes in Resident Rent or Utility Reimbursement. Resident will be given a thirty (30) day period to comment on the proposed revisions. [965.473 (c)]

C. Where heat is to be supplied by the Resident, the Resident agrees to furnish heat sufficient to prevent damage to the premises. If, for any reason, the Resident is unable to maintain sufficient heat, Resident shall immediately notify the BWCHA. Resident shall pay for any damages to the unit resulting from Resident’s failure to maintain sufficient heat or failure to notify the BWCHA of the lack of sufficient heat due to any cause beyond the Resident’s control. Written notice of such charges shall contain the Resident’s right to a grievance hearing. Charges assessed shall become due and collectable two (2) weeks from the date the notice is mailed to the Resident.

D. 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.

E. Resident Responsibilities: Resident agrees not to waste the utilities provided by BWCHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)]

F. Resident agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters.

G. BWCHA will not be responsible for failure to furnish utilities because of any cause beyond its control.

IX. 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.

This provision permits reasonable accommodation of Resident's guests or visitors for a period not exceeding fourteen (14) continuous days each year, not to exceed a total of 21 days. 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 BWCHA cannot make any reasonable accommodation that would enable Resident to comply with the lease, then BWCHA may terminate the lease agreement, but shall 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, BWCHA will work with appropriate agencies to secure suitable housing.

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 the Lease Agreement is due each month until:

1. The status of each family is re-examined at least once a year. Residents paying Flat Rent shall have their incomes reexamined every three years. BWCHA shall notify Resident of the date of the recertification.

   At the annual recertification, Resident shall certify to compliance with any community service or participation in an economic self-sufficiency program requirement, if applicable. [966.4(a)(2)(ii)]

2. Resident promises to supply BWCHA, 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. The Resident shall have the continuing obligation to advise BWCHA of any change in circumstances relating to any information required to be provided, including income. [966.4 (c)(2)]

   Failure to supply such information when requested is a serious violation of the terms of the lease and BWCHA may terminate the lease.

   All information must be verified. Resident agrees to comply with BWCHA 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)]

   BWCHA 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 BWCHA 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 Continued Occupancy Policy, which is publicly posted in the BWCHA Office. A copy of the policies can be furnished on request at the expense of the person making the request.

3. Rent will not change during the period between regular re-examinations, UNLESS during such period: [960.209 (b)]

   a) Resident can verify a change in his/her circumstances, as required by the Admission and Continued Occupancy Policy (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 committed welfare fraud or failed to comply with a welfare department economic self sufficiency requirement.

      Any reduction of rent based on a loss of income will be done in accordance with the Admissions and Occupancy Policy.

      If a reduction is granted, Resident must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

   b) 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. BWCHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. The sum will be due and payable immediately.

   c) Rent formulas or procedures are changed by Federal law or regulation.

   d) An adjustment is made in the utility allowance.

4. All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. [966.4 (c)(2)]

   This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Resident AND it does not disqualify the family for size unit it is currently occupying.

5. The misrepresentation by a Resident of any information required to be provided herein shall be a material breach of the lease.

D. Rent Adjustments: Resident will be notified in writing of any rent adjustment and the notice will state the effective date of the rent adjustment.

1. BWCHA shall give the Resident thirty (30) days advance notice of a rent increase. The effective date of such increase shall be the first day of the month following the end of the 30 day period, except for an increase due to a change in utility allowance.

2. 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, except for a decrease due to a change in utility allowance, provided Resident reported the change in a timely manner.

3. For changes in rent due to utility allowance revisions, unless otherwise directed by Board of Commissioners, the change shall become effective the first day of the month following the date of adoption of the utility allowances by the Board of Commissioners. Residents shall receive at least sixty (60) days advance notice of any utility allowance revision and be given a thirty (30) day period to comment on the proposed revisions.

4. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar 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.

5. 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), BWCHA 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 BWCHA determines that the size or design of the dwelling unit is no longer appropriate to Resident's needs, BWCHA 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. BWCHA 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, BWCHA will attempt to modify Resident's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, BWCHA will place Resident on a transfer list to transfer to the next available unit with the features requested.

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.

5. In the case of involuntary transfers, Resident shall be required to move into the dwelling unit made available by BWCHA. Resident shall be given 15 days in which to move following delivery of a transfer notice. If Resident refuses to move, BWCHA may terminate the Lease. [966.4 (c)(3)]

6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4 (c)(4)] If a Resident receives a notice regarding a transfer to another unit, then she or he may request an explanation that states the specific grounds for the BWCHA determination.

7. BWCHA will consider any Resident requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

X. BWCHA Obligations [966.4 (e)]: BWCHA shall be obligated:

A. To maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (e)(1)]

B. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]

C. To make necessary repairs to the dwelling unit; [966.4 (e)(3)]

D. To keep project building, facilities, and common areas, not otherwise assigned to 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 with BWCHA; [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 BWCHA. (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.)

1. The Notice of the proposed adverse action shall inform Resident of any right to request a grievance hearing.

2. Except in the case of a proposed lease termination, BWCHA 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)]

XI. Resident's Obligations:

The Resident shall comply with all rules and regulations now established or hereafter adopted or modified by BWCHA which include, but are not limited to the House Rules, the Admissions and Continued Occupancy Policy and the Resident Responsibilities**.** The Resident has the duty and obligation under this lease to comply with the following, the breach of which shall constitute a material breach of the lease:

A. Not to assign the Lease, nor sublease the dwelling unit. [966.4(f)(1)]

B. Not to give accommodation to boarders or lodgers; [966.4 f)(2)]

C. Not to give accommodation to long term guests (in excess of 14 consecutive days and 21 days per year) without the advance written consent of BWCHA.

D. To use the dwelling unit solely as a private dwelling for Resident and Resident's household 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 BWCHA's Occupancy standards, and so long as BWCHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4 (d)((3)(i)]

E. To abide by necessary and reasonable regulations and the Admissions and Occupancy Policy promulgated by BWCHA for the benefit and well-being of the housing project and Residents. These regulations are posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of any regulation constitutes a violation of the Lease. [966.4 (f)(4)]

F. To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Resident and household. [966.4(f)(5)]

G. To keep the premises, dwelling equipment furnished by the BWCHA for the Resident’s use, and such other areas as may be assigned to the Resident for his/her exclusive use in a clean, orderly, safe condition. This shall include, but is not limited to, cleaning drapes, windows, walls, floors, but is not limited to cleaning drapes, windows, walls, floors, cabinets, refrigerators, ranges and ovens; watering and mowing lawn areas; watering trees and shrubs; and keeping any assigned yard area neat and clean. A description of any yard area for which the Resident is responsible to maintain is furnished with this lease, where applicable. 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. [966.4(f)(6)]

H. 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 BWCHA. To refrain from, and cause members of Resident's household or guest to refrain from, littering or leaving trash and debris in common areas. [966.4(f)(7)]

I. To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. and shall not use any apparatus for heating except that provided by the BWCHA without prior written consent of BWCHA [966.4(f)(8)]

J. To refrain from, and to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.4 (f)(9)]

K. To pay reasonable charges for all damages to the premises and/or equipment furnished with the unit (other than for normal wear and tear), caused by Resident, household members or guests. To pay reasonable charges for damage to the project buildings, facilities or common areas negligently or intentionally caused by the Resident, Resident’s household or guests. Charges to be made according to the current schedule of charges included in the Admission and Continued Occupancy Policy posted in the BWCHA office. Payment of all such charges shall become due and collectable two weeks after notice of the charges; [966.4(f)(10)]

L. To act, and cause household members or guests to act in a manner that will:

1. Not disturb other residents' peaceful enjoyment of their accommodations; and

2. Be conducive to maintaining all BWCHA projects in a decent, safe, and sanitary condition. [966.4 (f)(11)]

M. To 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 BWCHA's public housing premises by other residents or employees of BWCHA, or;

2. Any drug-related criminal activity, including simple possession, on or off the premises or property 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.) This includes but is not limited to the manufacture of methamphetamine on the premises of the BWCHA;

3. Abuse or pattern of abuse of alcohol affecting the right of peaceful enjoyment of the premises;

4. Any criminal activity or activity that would be considered a crime on the property or the premises. [966.4 (f)(12)]

N. 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 BWCHA. To make no changes to locks or install new locks on exterior doors without BWCHA'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 BWCHA. To not apply wallpaper or paint of any kind without the prior written approval of the BWCHA.

O. To not have a waterbed(s) in the dwelling unit.

P. To give prompt prior notice to BWCHA of Resident's leaving dwelling unit unoccupied for any period

exceeding one calendar week.

Q. To act in a cooperative manner with neighbors and BWCHA 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 BWCHA staff.

R. To not 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 Washington, or discharge any pellet gun, BB gun, slingshot, bow and arrow, or any other instrument or device capable of launching a projectile of any type anywhere on the property of BWCHA.

S. To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises, except in approved containers.

T. To only use Barbecues and Grills within designated common areas. Use of Barbecues and Grills in or outside of a unit other than designated common areas, is prohibited and constitutes a material breach of the lease.

U. 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.

V. To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by BWCHA with the written approval of BWCHA.

W. To refrain from placing signs, placards or banners of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of BWCHA.

X. To not store household or personal property outside the dwelling unit, other than in designated storage facilities, without the prior written permission of the BWCHA and any such items are stored at the sole risk of the Resident;

Y. 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 BWCHA's pet policy. Residents shall not keep cats, dogs, rodents, reptiles, or other pets in family housing complexes, in a manner inconsistent with the Pet Policies contained in the Admission and Occupancy Policy. Any Tenant or Resident keeping a pet of any kind for any reason, shall, in addition to complying with the Pet Policy, sign a Pet Agreement prior to the Pet being allowed on the Premises.;

Z. To park operable, passenger vehicles validly licensed in the name of the Resident only in designated areas and shall not allow guests to park in a manner which prohibits other residents from access to designated areas closest to their dwelling units. Residents shall only be allowed to park one (1) vehicle on-site, however, additional vehicles may be approved by the BWCHA pursuant to the Admission and Continued Occupancy Policy. Trailers, boats, commercial vehicles, recreational vehicles, truck campers and inoperable, unlicensed or vehicles with expired registration or disabled passenger vehicles of any kind shall not be parked on the premises, common areas or street without prior approval of the BWCHA. Any vehicle on the premises in violation of these or other policies as set forth in the Admission and Continued Occupancy Policy will be removed from BWCHA property at Resident's expense. Automobile repairs are not permitted on the project site.

AA. To clean the premises and all equipment supplied to the premises during tenancy (including drapes, blinds, appliances and carpet, where furnished) immediately prior to vacating and shall return the premises to the BHA/WCHA in as clean and sanitary condition as when the Resident took possession;

BB. To remove any personal property left on BWCHA property when Resident leaves, abandons or surrenders the dwelling unit. Property left for more than 45 days shall be considered abandoned and will be disposed of by BWCHA. Costs for storage and disposal shall be assessed against the former Resident.

CC. To use reasonable care to keep his 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 HIS DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

DD. Smoking - Resident shall pay reasonable charges for all damages to the premises caused by smoking.

EE. Fraud: Resident agrees to

1. Not to commit any fraud in connection with any Federal housing assistance program, and

2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.

FF. 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.

GG. For each adult in the Resident household to perform at least 8 hours per month of qualifying community service (as specified by the BWCHA) 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.

XII. 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)]

BWCHA Responsibilities:

A. BWCHA 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. BWCHA shall offer Resident a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. BWCHA is not required to offer Resident a replacement unit if Resident, household members, or guests caused the hazardous condition. [966.4 (h)(3)]

C. <u>Resident shall accept any replacement unit offered by BWCHA.</u>

D. In the event BWCHA, 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)]

E. If BWCHA determines that the dwelling unit is untenantable 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 Project 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 BWCHA, during the time in which the defect remains uncorrected.

XIII. Move-in and Move-out Inspections

A. Move-in Inspection: BWCHA and Resident or representative shall inspect the dwelling unit prior to occupancy by Resident. BWCHA 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. A copy of the statement retained in Resident's folder. BWCHA will correct any deficiencies noted on the inspection report, at no charge to Resident.

B. Move-out Inspection -- BWCHA 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 BWCHA. [966.4 (i)]

XIV. Entry of Premises During Tenancy

A. Resident Responsibilities-

1. Resident agrees that the duly authorized agent, employee, or contractor of BWCHA will be permitted to enter Resident's dwelling during reasonable hours for the purpose of performing routine housekeeping and special inspections, including closets, performing maintenance, making improvements or repairs, or showing the unit for releasing. [966.4 (j)(1)]

2. When Resident calls to request maintenance on the unit, BWCHA shall attempt to provide such maintenance at a time convenient to Resident. If Resident is absent from the dwelling unit when BWCHA comes to perform maintenance, Resident's request for maintenance shall constitute permission to enter.

B. BWCHA's Responsibilities-

1. BWCHA shall give Resident at least 48 hours written notice that BWCHA intends to enter the unit. BWCHA may enter only at reasonable times. [966.4 (j)(1)]

2. BWCHA may enter Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists or when the BWCHA has good cause to believe that criminal activity has or is occurring within the premises, or a material violation of the lease is occurring. If the Resident of an adult member of the household is not present at the time of entry, the BWCHA shall leave a written statement showing the date, time and reason for the emergency entry before departing the premises. [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, BWCHA 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)]

XV. Notice Procedures

A. Resident Responsibility-- Any notice to BWCHA must be in writing, delivered to the Project Office or to BWCHA's central office, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]

B. BWCHA 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, canceled, 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)]

XVI. Termination of the Lease: In terminating the Lease, the following procedures shall be followed by BWCHA and Resident:

A. This Lease may be terminated only for serious or repeated violations of material terms of the Lease or the Admissions and Occupancy Policy, such as failure to make payments due under the lease or to fulfill Resident obligations set forth in this agreement, or for other good cause. [966.4 (l)(2)]

Such serious or repeated violation of terms **shall include but not be limited to**:

1. The failure to pay rent or other payments when due; [966.4 (l)(2)]

2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the seventh of the month. Four such late payments within a 12 month period shall constitute a repeated late payment; [966.4 (l)(2)]

3. Failure to pay utility bills when 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 project 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 BWCHA's public housing premises by other residents, or any drug-related criminal activity. [966.4 (l)(2)]

8. Offensive weapons or illegal drugs seized in a BWCHA unit by a law enforcement officer; [966.4 (l)(2)]

9. Any fire on BWCHA premises caused by carelessness or unattended cooking. [966.4 (l)(2)]

B. **Notice**: Prior to commencement of unlawful detainer proceedings, BWCHA shall give the Resident:

1. Fourteen (14) days of written notice because of non-payment of rent. If the Resident vacates the premises according to the 14-day notice, the agreement shall be terminated when the Resident vacates and returns all keys to the BHA/WCHA office, or fourteen (14) days after the date of service of the notice for nonpayment, whichever occurs later. If the resident receives (4) four 14-Day Notices for non-payment of rent in a calendar year, the resident will receive thirty (30) days written notice of termination for material or repeated lease violations and this lease agreement is terminated.

2. A reasonable time, but not less than three (3) days, depending upon the seriousness of the situation, in case of creation or maintenance of a threat to the health or safety of other Residents or BWCHA employees caused by the Resident, his household or guest, including any illegal drug related activity which shall include simple possession of marijuana.

3. Notice as otherwise provided in the Revised Code of Washington at RCW 59.18 or RCW 59.12.

4. Thirty (30) days written notice if the BWCHA finds that the Resident’s income has increased so

that it is above the approved income limits for continuing occupancy in low-rent housing. BWCHA will help identify a decent, safe and sanitary dwelling unit of suitable size for possible rental by the Resident at a rent not exceeding the percentage of income being paid at the time.

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 BWCHA documents directly relevant to the termination or eviction. [966.4 (l)(3)(ii)]

2. If BWCHA 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 BWCHA's grievance procedures.

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. 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 the prevailing party in any court action may be awarded court costs and attorney's fees.

4. If BWCHA is required to offer Resident the opportunity for a grievance hearing concerning the lease termination under BWCHA'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)] .

5. If a grievance hearing is required, all grievances and appeals will be processed and resolved pursuant at to the Grievance policy contained in the Admission and Continued Occupancy Policy, and any grievance procedures adopted by the BWCHA. All grievance hearing procedures will be kept at the site office and at the BWCHA Administration Office, 208 Unity St, Bellingham, WA.

6. When BWCHA is not required to offer Resident the opportunity for a hearing under the grievance procedure and BWCHA has decided to exclude such grievance for BWCHA 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 BWCHA 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)]

7. BWCHA 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 to BWCHA.

E. In deciding to evict for criminal activity, BWCHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, BWCHA 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. BWCHA may require a family member who has engaged in the abuse of alcohol or 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.

F. When a BWCHA evicts a Resident from a dwelling unit for criminal activity BWCHA shall notify the local post officee 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)]

XVII. Waiver:

A. No delay or failure by BWCHA 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.

B. **NO WAIVER: THE BWCHA DOES NOT WAIVE ANY RIGHTS OR REMEDIES TO EVICTION OR OTHER ACTION BY ACCEPTANCE OF RENT, PARTIAL PAYMENT OF RENT OR BY ACTION OR FAILURE TO ACT**.

Strict compliance with the terms of this lease is of the essence. **XVIII. Rental agreement amendments**

Amendments to this rental agreement which change the monthly rent shall be in writing. The BWCHA may amend its schedule of charges for services and repairs and its schedule for utility allowances, as well as its rules and regulations set forth in the Admission and Continued Occupancy Policy, by giving the Resident not less than thirty (30) days notice to comment. These notices will be posted in each of the housing projects.

This agreement and its incorporated references shall constitute the only agreement between the parties. Any changes to the agreement must be in writing.

XIX. Captions

The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

XX. Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XXI. Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, venue shall lie exclusively in Whatcom County, Washington, provided however, in the event of any tenant dispute other than an eviction or notice to terminate, the Resident shall first file a timely grievance as provided in the Admission and Continued Occupancy Policy and exhaust all remedies provided for in the grievance policy.

XXII. Resolution of conflicting provisions; Interpretation-Neutral construction.

In the event of any conflict between this Lease Agreement and any policy of the BWCHA, the most recently document (lease agreement or policy) shall control. This lease, and all policies referenced and incorporated have been reviewed and approved by all parties. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

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.

RESIDENT: _____

RESIDENT: _____

DATE: _____

HOUSING AUTHORITY OF

☐ **THE CITY OF BELLINGHAM**

☐ **WHATCOM COUNTY**

BY: _____

RENTAL AGREEMENT ADDENDUM

Supplemental Agreement for Drug-Free Housing

1. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or off project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance [as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 8020].

2. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off project premises.

3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Resident or members of the household will not engage in the manufacture, sale, use, or distribution of illegal drugs at any location, whether on or off project premises or otherwise.

5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or off project premises.

6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Supplemental Agreement shall be deemed a serious violation and a material non-compliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this Supplemental Agreement and any other provisions of the Rental Agreement, the provisions of the Supplemental Agreement shall govern.

8. This Supplemental Agreement is incorporated into the Rental Agreement previously executed between Owner and Tenant effective: _____

_____	_____
DATE	DATE
Housing Authority of: ☐ the City of Bellingham ☐ Whatcom County	_____ RESIDENT
_____	_____
BY	RESIDENT

RENTAL AGREEMENT ADDENDUM FOR ACOP INCLUSION

Supplemental Agreement to the Rental Agreement for incorporation of Admission and Occupancy Policy ("ACOP")

The Parties identified below do hereby acknowledge and agree, and agree to clarify the Rental Agreement related to the property described below as follows:

1. On or about _____, 20 , the Authority following the required public notice did adopt a revised Admission and Occupancy Policy ("ACOP"). The Tenant identified below does hereby acknowledge the timely notification of the adoption of the ACOP and its incorporation of the ACOP into the terms and conditions of the Rental Agreement. Further, the Parties do hereby acknowledge that upon the adoption of the ACOP, the terms of the ACOP were incorporated into the existing Rental Agreement creating new rights, responsibilities and obligations of the Authority and the Tenant.

2. The ACOP provides certain rules and regulations regarding Tenant conduct and Tenant rights and responsibilities including without limitation income eligibility, Continued occupancy and community service requirements, Inspection violations, pet policy violations, House Rules, trespass policy, towing policies. In addition, the ACOP provides for an informal appeal process and formal appeal process in the event that a tenant may have a dispute of any decision issue or made by the Authority its staff, and/or resident managers.

3. Copies of the ACOP are available for review and copying at the offices of the Bellingham Housing Authority located at 208 Unity Street, Bellingham, WA, and are on file and available for review at the on-site office of the resident manager for the property where the Tenant's apartment is located.

4. **VIOLATION OF THE ACOP BY THE TENANT, SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this ACOP may be deemed a serious violation and a material non-compliance with the Rental Agreement by the Authority.

5. This Supplemental Agreement is incorporated into the Rental Agreement previously executed between Owner and Tenant effective: _____

_____
DATE

_____
DATE

Housing Authority of:
☐ the City of Bellingham
☐ Whatcom County

_____
RESIDENT:

_____
BY
TITLE:

_____
RESIDENT:
ADDRESS AND APARTMENT NUMBER:

_____

MOLD AND MILDEW ADDENDUM

Mold and mildew spores are present in the environment, both indoors and outdoors, and cannot be eliminated. Excess moisture is the leading cause of mold or mildew growth indoors. Most sources of moisture, however can be controlled by simple procedures under the occupants control.

The Tenants are responsible for all damage resulting from their failure to comply with this addendum.

In order to reduce and minimize the prospect of mold and mildew and to protect your health and the condition of the rental, please utilize the following list of suggestions.

1. Provide adequate ventilation and keep the temperature down.
   - Keep the temperature between 50 and 70 degrees at all times
   - Open multiple windows to all for cross-ventilation at least twice a week for on hour each time
   - Allow at least one inch between the furniture and walls to aid ventilation
   - Open closet doors to allow ventilation

2. Keep the humidity below 40%.
   - Use the bathroom fan during and for 30 minutes after bathing or showering.
     If no fan is available open the bathroom window slightly for the same duration of time
   - Use the fan in the laundry area during and for 20 minutes after using the washer or dryer.
     If no fan is available, open a window slightly for ventilation during the use of the appliances and for a little while after use as deemed appropriate
   - Use the fan above the stove whenever cooking, especially if steaming.
     If no fan is available open a window slightly
   - Use only electric space heaters indoors
   - Use a dehumidifier during humid months as applicable
   - Cover fish tanks
   - Do not keep excess number of house plants

3. Clean thoroughly and regularly.
   - The following is the cleaning method recommended by the EPA:
     Mold growth can be removed with commercial cleaning products or a weak bleach solution (one cup bleach in one gallon water).Wear gloves during cleanup and be careful not to spread the mold. Sensitive people who have to cleanup mold should wear a tight fitting face mask
   - Use mold killing products when cleaning kitchens and bathrooms
   - If mold or mildew appears on walls, ceilings, floors or around tubs or sinks, immediately remove the mold or mildew
   - Dry any water that spills from showers, tubs or sinks immediately
   - Clean up spills onto carpets, rugs or floors and thoroughly dry the rug or carpet
   - Regularly check and clean the window tracks and keep free of condensation

4. You are obligated to notify the Owner/Agent immediately of excess moisture problems such as water leakage, leaking plumbing, leaking tubs or showers or running toilets. If you have attempted to clean mold or mildew and it reappears quickly or you are not able to remove it, report the problem to the Owner/Agent immediately.

Should you need additional information on mold, please see the State of Washington Division of Environmental Health web site: http://www.doh.wa.gov/ehp or contact Tim Hardin of the Washington State Department of Health at (360) 236-3363 or tim.hardin@doh.wa.gov.

Tenant Signature _____ Owner/Agent Signature _____

Frequently Asked Questions About Mold

What are molds?
With more than 100,000 species in the world, it is no wonder molds can be found everywhere. Neither animal or plant, molds are microscopic organisms that produce enzymes to digest organic matter and spores to reproduce. These organisms are part of the fungi kingdom, a realm shared with mushrooms, yeast, and mildews. In nature, mold plays a key role in the decomposition of leaves, wood, and other plant debris. Without mold, we would find ourselves wading neck-deep in dead plant matter. And we wouldn't have great foods and medicines, such as cheese and penicillin. However, problems arise when mold starts digesting organic materials we don't want them to, like our homes.

How do molds grow in my home?
Once mold spores settle in your home, they need moisture to begin growing and digesting whatever they are growing on. There are molds that can grow on wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. When excess moisture or water builds up in your home from say, a leaky roof, high humidity, or flooding, conditions are often ideal for molds. Longstanding moisture or high humidity conditions and mold growth go together. Realistically, there is no way to rid all mold and mold spores from your home; the way to control mold growth is to control moisture.

How can I be exposed to mold?
When molds are disturbed, their spores may be released into the air. You then can be exposed to the spores through the air you breath. Also, if you directly handle moldy materials, you can be exposed to mold and mold spores through contact with your skin. Eating moldy foods or hand-to-mouth contact after handling moldy materials is yet another way you may be exposed.

How can molds affect my health?
Generally, the majority of common molds are not a concern to someone who is healthy. However if you have allergies or asthma, you may be sensitive to molds. You may experience skin rash, running nose, eye irritation, cough, congestion, and aggravation of asthma. Also if you have an immune suppression or underlying lung disease, you may be at increased risk for infections from molds.

When necessary, some resourceful molds produce toxins in defense against other molds and bacteria called mycotoxins. Depending on exposure level, these mycotoxins may cause toxic effects in people, also. Fatigue, nausea, headaches, and respiratory and eye irritation are some symptoms that may be experienced from exposure to mycotoxins. If you or your family members have health problems that you suspect are caused by exposure to mold, you should consult with your physician.

How do I know if I have a mold problem?
You may have seen white thread-like growths or clusters of small black specks along your damp bathroom or basement walls, or smelled a "musty" odor. Seeing and smelling mold is a good indication that you have a mold problem. However, you cannot always rely upon your senses to locate molds. Hidden mold can be growing behind wall coverings or ceiling tiles.

Common places to find mold are in areas where water has damaged building materials and furnishings perhaps from flooding or plumbing leaks. Mold can also be found growing along walls where warm moist air condenses on cooler wall surfaces, such as inside cold exterior walls, behind dressers, headboards, and in closets where articles are stored against walls. Rooms with both high water usage and humidity, such as kitchens, bathrooms, laundry rooms, and basements are often havens for mold. If you notice mold or know of water damaged areas in your home, it is time to take action to control its growth.

How can I control mold growth in my home?
Fix any moisture problems in your home:

- Stop all water leaks first. Repair leaking roofs and plumbing fixtures. Move water away from concrete slabs and basement walls.

- Increase air circulation within your home, especially along the inside of exterior walls, and ventilate with fresh air from outside. Provide warm air to all areas of the home. Move large objects away from the inside of exterior walls just a few inches to provide good air circulation.
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms.
- Ventilate and insulate attic and crawl spaces. Cover earth floors in crawl spaces with heavy plastic.
- Clean and dry water damaged carpets, clothing, bedding, upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- Vacuum and clean your home regularly.

How do I clean up mold?

The time you are most likely to stir up spores and be exposed is the very time you are trying to clean up your mold problem. That's when you need to be the most careful. First, try to determine the extent of the mold infestation. If the area is small and well defined, clean up can be done by you, as long as you are free of any health symptoms or allergies. However, if the mold problem is extensive, such as between the walls or under the floors, you should leave clean up to a professional.

The time you are most likely to stir up spores and be exposed is the very time you are trying to clean up your mold problem. That's when you need to be the most careful. First, try to determine the extent of the mold infestation. If the area is small and well defined, clean up can be done by you, as long as you are free of any health symptoms or allergies. However, if the mold problem is extensive, such as between the walls or under the floors, you should leave clean up to a professional.

Large Areas

1. Consider having a professional cleanup the area. To find a professional, check under "Fire and Water Damage Restoration" in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.
2. Protect yourself by using goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should use an OSHA (Occupational Safety & Health Administration) approved particle mask.
3. Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Open a window before you start to clean up.
4. Remove all your furnishings to a neutral area to be cleaned later. Follow cleaning directions below.
5. Bag all moldy materials you will be discarding.
6. Scrub all affected hard surfaces:
   - First with a mild detergent solution, such as laundry detergent and warm water.
   - (optional step) Then use a solution of ¼ cup bleach to one quart of water. Wait 20 minutes and repeat. Wait another 20 minutes.
   - Last, apply a borate-based detergent solution and do **not** rinse. This will help prevent mold from growing again. To find a borate-based detergent, read the ingredients listed on the package label for borates.
7. Give the entire area a good cleaning. Vacuum floors, and wash bedding and clothes if exposed.

Small Areas

1. Protect yourself by using goggles, gloves, and breathing protection while working in the area. For small isolated areas of mold growth, a cotton dust mask should do.

2. Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Cover all your furniture. Open a window before you start clean up.

3. Bag all moldy materials, you will be discarding.

4. Scrub all affected hard surfaces:
   - First with a mild detergent solution, such as laundry detergent and warm water.
   - (optional step) Then use a solution of ¼ cup bleach to one quart of water. Wait 20 minutes and repeat. Wait another 20 minutes.
   - Last apply a borate-based detergent solution and do **not** rinse. This will help prevent mold from growing again. To find a borate-based detergent, read the ingredients listed on the package label for borates.

5. Give the entire area a good cleaning, vacuum floors, and wash bedding and clothes if exposed.

Clean all furnishings exposed to mold.

Permeable and washable	Such as clothing, bedding, and other washable articles. Simply run through the laundry.
Non-permeable and washable	Such as wood, metal, plastic, glass, and ceramics. Mix a solution of lukewarm water and laundry detergent, and wipe down your articles.
Permeable but not washable	Such as beds and furniture. If these furnishings are moldy, you should consider discarding and replacing them. If you decide it is a keeper, take the furnishing outside. Give it a good vacuuming, and let it air out. When finished, if you do not notice an odor it should be okay. However, watch for any mold growth or health problems.

PET LEASE ADDENDUM

RESIDENT ACKNOWLEDGMENT

After reading and/or having this document read to me with this lease addendum I, _____agree to the following:

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with the rules as outlined in this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by my pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s). I understand that it is highly recommended to all Resident pet owners to obtain personal liability insurance in order to cover any potential damages that may be caused to another Resident by the pet.

I agree to accept full responsibility and will indemnify and hold harmless the landlord for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a refundable pet deposit of $_____to the BHA/WCHA. The Annual Fee and Initial Deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by the Landlord at the termination of the lease to repair the premises and cover any damages caused by the pet in the unit. The pet deposit remaining balance after the final inspection, will be returned to the Resident when the premises are vacated and all keys have been returned.

I agree and understand that all information concerning my pet(s) must be updated annually and provided to the BHA/WCHA at the Annual Reexamination.

I agree and understand the violation of this lease addendum may result in the removal of the pet(s) from the property of the BHA/WCHA and/or eviction. I also understand that I may not be allowed to own any type of pet in the future while being an occupant of the BHA/WCHA.

Additionally, I agree and understand that I must obtain prior approval from the Housing Authority before making a change of a pet for which this policy was approved, or adding a second pet. A picture of the pet(s) will be taken by the Resident for the Housing Authority staff for identification and documentation purposes.

_____ _____

Head of Household Signature Date

_____ _____

Housing Authority Representative Signature Date

PET LEASE ADDENDUM

RESIDENT ACKNOWLEDGMENT

After reading and/or having read to me this lease addendum I, agree to the following:

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by my pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will indemnify and hold harmless the landlord for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a refundable pet deposit of $_____to the BHA/WCHA. The deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by the Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises. Otherwise, the pet deposit, or any balance remaining after final inspection, will be returned to the Tenant after the premises are vacated and all keys have been returned.

I agree and understand that all information concerning my pet(s) must be updated annually and provided to the BHA/WCHA at the Annual Re-examination.

I agree and understand that violating this lease addendum may result in the removal of the pet(s) from the property of the BHA/WCHA and/or eviction. I also understand that I may not be allowed to own any type of pet in the future while being an occupant of the BHA/WCHA.

I also understand that I must obtain prior approval from the Housing Authority before making a change of a pet for which this policy was approved, or adding a second pet. Also, a picture of the pet(s) will be taken by the Housing Authority staff for documentation.

_____ _____

Head of Household Signature Date

_____ _____

Housing Authority Representative Signature Date

ATTACHMENT M: wa041m01

Comments of Resident Advisory Board or Boards
For Whatcom County Housing Authority

No residents living in Whatcom County attended the scheduled meeting for the 20~~0~~9 Agency Plan.

Definition of Substantial Deviation, Amendment or Modifications to the Plan.

A. "Substantial Deviation" from the 5-year Plan occurs when the Board of Commissioners decides to substantially change the mission statement, goals or objectives of the 5-year Plan. Any such substantial change will be subject to all the review and approval requirements of the original Agency Plan as per HUD regulations.

B. "Amendment or Modification" to the Annual Plan is defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the plans of the agency in which case requires approval of the Executive Director and or the Board of Commissioners.

RESIDENT MEMBER ON THE PHA GOVERNING BOARD

1. ☒ Yes ☐ No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

A. Name of resident member(s) on the governing board: Barbara Plaskett.

B. How was the resident board member selected: (select one)?
☐ Elected
☒ Appointed

C. The term of appointment is (include the date term expires): 5 year term to expire April 18, 2010. The incumbent will serve out the unexpired term of the previous appointee.

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

☐ the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis
☐ the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.
☐ Other (explain):

B. Date of next term expiration of a governing board member: April 18, 2008.

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position): County Executive, Pete Kremen

Component 10 (B) Voluntary Conversion Initial Assessments

1. How many of the PHA's developments are subject to the Required Initial Assessments?
   2 Developments

2. How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions (e.g., elderly and/or disabled developments not general occupancy projects)? 0 Developments

3. How many Assessments were conducted for the PHA's covered developments?
   0 Assessments

4. Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments:

Development Name	Number of Units

If the PHA has not completed the Required Initial Assessments, describe the status of these assessments: All assessments are complete.

Deconcentration and Income Mixing

a. ☒ Yes ☐ No — Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

b. ☐ Yes ☒ No — Do any of these covered developments have average incomes above 85% to 115% of the average incomes of all such developments? If no, this section is complete.

If yes, list these developments as follows:

Deconcentration Policy for Covered Developments			
Development Name	**Number of Units**	**Explanation (if any) [see step 4 at 903.2(c)(1)(iv)]**	**Deconcentration Policy (if no explanation) [see step 5 at 903.2(c)(1)(v)]**

ATTACHMENT R: (wa041r01)

Bellingham/Whatcom County Housing Authorities
P.O. Box 9701, Bellingham, WA 98227-9701
Phone: (360) 676-6887 ✧ Fax: (360) 738-7698
TTY for hearing impaired: (360) 527-4655

Notice of your Rights under the Violence against Women Act

Applicants and Residents have special protections under the Violence against Women Act. These protections are offered regardless of gender.

An applicant for public housing who has been a victim of domestic violence, dating violence or stalking may not be denied admittance for housing assistance if they are otherwise eligible for housing.

For residents, an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violence of the lease by the victim or threatened victim of that violence, and will not be good cause for terminating the assistance, tenancy or occupancy rights of the victim of such violence.

A resident may not have their tenancy terminated on the basis of criminal activity directly relating to domestic violence, dating violence or stalking engaged in by a member of a tenant's household or any guest under the tenant's control if the resident or an immediate member of the resident family of the victim or threatened victim of that domestic violence, dating violence or stalking.

Nothing in this notice prohibits the Housing Authority from terminating or evicting the resident, if the Housing Authority can demonstrate an actual and imminent threat to other tenants or the Housing Authority's employees if the tenant is not evicted or the lease terminated.

In order to obtain protection under this law applicants and residents must certify their status as a victim of domestic violence, dating violence or stalking. The Housing Authority can provide you with the certification form. In addition, the Housing Authority may request additional documentation to support the statements in your certification.

The individual shall provide the certification within 14 days of the Housing Authority requesting, in writing, the certification. If the individual fails to provide the certification, the Housing Authority may proceed with its decision to deny eligibility or evict or terminate the lease.

I have read the information contained in this form and understand that I have certain protections under The Violence against Women Act.

_____	_____
Signature Head of Household	Signature of spouse or co-head
_____	_____
Date	Date

ATTACHMENT S (wa041s01)

Bellingham/Whatcom

Housing Authorities

Administrative and Continued Occupancy Policy

Approved by the Board of Commissioners
June 2008

Submitted to HUD
July 2008

EQUAL HOUSING OPPORTUNITY

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1.0 OVERVIEW OF THE PROGRAM AND PLAN

BWCHA receives its operating subsidy for the public housing program from the Department of Housing and Urban Development. BWCHA is not a federal department or agency. A public housing agency (HA) is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. BWCHA enters into an Annual Contributions Contract with HUD to administer the public housing program. BWCHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

This chapter contains information about BWCHA and its programs with emphasis on the public housing program. It also contains information about the purpose, intent and use of the plan and guide.

There are three parts to this chapter:

Part I: The Public Housing Agency (BWCHA). This part includes a description of BWCHA, its jurisdiction, its programs, and its mission and intent.

Part II: The Public Housing Program. This part contains information about public housing operation, roles and responsibilities, and partnerships.

Part III: The Admissions and Continued Occupancy (ACOP). This part discusses the purpose and organization of the plan and its revision requirements.

1.1 BELLINGHAM/WHATCOM COUNTY HOUSING AUTHORITIES)

This part describes Bellingham/Whatcom County Housing Authorities (BWCHA) creation and authorization, the general structure of the organization, and the relationship between the Board and staff.

1.1.1 ORGANIZATION AND STRUCTURE OF BWCHA

Public housing is funded by the federal government and administered by the Bellingham/Whatcom Counties Housing Authorities for the jurisdiction of Bellingham and Whatcom County.

BWCHA is governed by a board of officials that are generally called “commissioners.” Although some Housing Authorities may use a different title for their officials, this document will hitherto refer to the “board of commissioners” or the “board” when discussing the board of governing officials.

Commissioners are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation. The board of commissioners establishes policies under which BWCHA conducts business, and ensures that those policies are followed by HA staff. The board is responsible for preserving and expanding

the agency's resources and assuring the agency's continued viability and success.

Formal actions of BWCHA are taken through written resolutions, adopted by the board and entered into the official records of BWCHA.

The principal staff member of BWCHA is the Chief Executive Officer (CEO), who is selected and hired by the board. The CEO oversees the day to day operations of BWCHA and is directly responsible for carrying out the policies established by the commissioners. The CEO's duties include hiring, training, and supervising BWCHA's staff, as well as budgeting and financial planning for the agency. Additionally, the CEO is charged with ensuring compliance with federal and state laws, and program mandates.

1.1.2 MISSION

The purpose of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides the basis for strategy development, identification of critical success factors, resource allocation decisions, as well as ensuring client and stakeholder satisfaction.

The mission statement for the Housing Authority is contained within the Agency Plan:

Our mission is to provide quality, affordable housing for low- and moderate-income families, elderly households, and persons with disabilities through innovative resource development and responsible stewardship of our housing and fiscal resources.

The following activities will support the mission of the Housing Authority:

A. Expand the supply of assisted housing

B. Increase assisted housing choices

C. Ensure Equal Opportunity in Housing for all Americans

D. Meet statutory goals for deconcentrating poverty and expanding housing and economic opportunities

E. Increase the availability of decent, safe and affordable housing

F. Pursue housing resources in addition to public housing and Section 8 tenant-based assistance

H. Recognize the residents as its ultimate customers

1.1.3 ETHICS AND SERVICE

As a public service agency, BWCHA is committed to providing excellent service to all public housing applicants, residents, and the public. In order to provide superior service, BWCHA resolves to:

A. Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.

B. Provide decent, safe, and sanitary housing in good repair – in compliance with program uniform physical condition standards – for very low- and low-income families.

C. Achieve a healthy mix of incomes in its public housing developments by attracting and retaining higher income families and by working toward deconcentration of poverty goals.

D. Encourage self-sufficiency of resident families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services needs.

E. Promote fair housing and the opportunity for very low- and low-income families of all races, ethnicities, national origins, religions, ethnic backgrounds, and with all types of disabilities, to participate in the public housing program and its services.

F. Create positive public awareness and expand the level of family and community support in accomplishing BWCHA's mission.

G. Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.

H. Administer an efficient, high-performing agency through continuous improvement of BWCHA's support systems and commitment to our employees and their development.

BWCHA will make every effort to keep residents informed of program rules and regulations, and to advise resident s of how the program rules affect them.

1.2. PUBLIC HOUSING PROGRAM

The intent of this section is to provide the public and staff an overview of the history and operation of public housing.

The United States Housing Act of 1937 (the "Act") is responsible for the birth of federal housing program initiatives, known as public housing. The Act was intended to provide financial assistance to states and cities for public works projects, slum clearance and the development of affordable housing for low-income residents. There have been many changes to the program since its inception in 1937.

The Housing Act of 1965 established the availability of federal assistance, administered through local public agencies, to provide rehabilitation grants for home repairs and rehabilitation. This act also created the federal Department of Housing and Urban

Development (HUD).

The Housing Act of 1969 created an operating subsidy for the public housing program for the first time. Until that time, public housing was a self-sustaining program.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) – also known as the Public Housing Reform Act or Housing Act of 1998 – was signed into law. Its purpose was to provide more private sector management guidelines to the public housing program and provide residents with greater choices. It also allowed HAs more remedies to replace or revitalize severely distressed public housing developments. Highlights of the Reform Act include: the establishment of flat rents; the requirement for HAs to develop five-year and annual plans; income targeting, a requirement that 40% of all new admissions in public housing during any given fiscal year be reserved for extremely low-income families; and resident self-sufficiency incentives.

1.2.1 BASICS

HUD writes and publishes regulations in order to implement public housing laws enacted by Congress. HUD contracts with BWCHA to administer programs in accordance with HUD regulations and provides an operating subsidy to BWCHA. BWCHA must create written policies that are consistent with HUD regulations. Among these policies is BWCHA's Admissions and Continued Occupancy Policy (ACOP). The ACOP must be approved by the board of commissioners of BWCHA.

The job of BWCHA pursuant to HUD regulations is to provide decent, safe, and sanitary housing, in good repair, to low-income families at an affordable rent. BWCHA screens applicants for public housing and, if they are found eligible and accepted, BWCHA offers the applicant a unit. If the applicant accepts the offer, BWCHA will enter into a contract with the applicant known as the lease. At this point, the applicant becomes a Resident of the public housing program.

In the context of the public housing program, a Resident is defined as the adult person(s) (other than a live-in aide who (1) executed the lease with BWCHA 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 household of the Resident family residing in the dwelling unit. [24 CFR 966.53]. The Public Housing Occupancy Guidebook refers to tenants as "residents." The terms "tenant" and "resident" are used interchangeably in this policy. Additionally, this policy uses the term "family" or "families" for residents or applicants, depending on context.

Since BWCHA owns the public housing development, BWCHA is the landlord. BWCHA must comply with all of the legal and management responsibilities of a landlord in addition to administering the program in accordance with HUD regulations and HA policy.

1.2.2 PARTNERSHIPS

Relationships between the important parties are defined by federal regulations and by contract. To administer the public housing program, BWCHA enters into a contractual relationship with HUD through the ACC. BWCHA also enters into a contractual relationship with the Resident through the public housing lease. These contracts outline the roles and responsibilities of each party.

Federal regulations further identify the important roles of the parties involved. For the program to work and be successful, all parties involved – HUD, BWCHA, and the Resident – must play their important parts.

The chart to the right illustrates key aspects of these relationships.

What does HUD do?

Federal law is the source of HUD responsibilities. HUD has the following major responsibilities:

A. Develop regulations, requirements, handbooks, notices and other guidance to implement housing legislation passed by Congress

B. Allocate operating subsidies to HAs

C. Allocate capital funding to HAs

D. Provide technical assistance to HAs on interpreting and applying program requirements

E. Monitor HA compliance with program requirements and HA performance in program administration.

What does BWCHA do?

BWCHA's responsibilities originate in federal regulations and the ACC. BWCHA owns and manages public housing developments, administers the program under contract with HUD and has the following major responsibilities:

A. Establish local policies

B. Review applications from interested applicant families to determine whether applicants are eligible for the program

C. Maintain waiting list and select families for admission

D. Maintain housing units by making any necessary repairs in a timely manner

E. Screen families who apply for tenancy, to determine if they will be good renters

F. Offer units to families (minimize vacancies without overcrowding)

G. Maintain properties to the standard of decent, safe, sanitary, and in good repair (including assuring compliance with uniform physical conditions standards)

H. Make sure BWCHA has adequate financial resources to maintain its housing stock

I. Ensure that families continue to qualify under the program

J. Collect rent due from the assisted family and comply with and enforce provisions of the lease

K. Ensure that families comply with program rules

L. Provide families with prompt and professional service

M. Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding, BWCHA's ACOP, and other applicable federal, state and local laws.

What does the Resident do?

The Resident's responsibilities are articulated in the public housing lease. The Resident has the following broad responsibilities:

A. Comply with the terms of the lease

B. Provide BWCHA with complete and accurate information, determined by BWCHA to be necessary for administration of the program

C. Cooperate in attending all appointments scheduled by BWCHA

D. Allow BWCHA to inspect the unit at reasonable times and after reasonable notice

E. Take responsibility for care of the housing unit, including any violations of uniform physical condition standards caused by the family

F. Not engage in drug-related or violent criminal activity

G. Notify BWCHA before moving or termination of the lease

H. Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit or assign the lease

I. Promptly notify BWCHA of any changes in family composition

J. Provide BWCHA with an emergency contact

K. Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.

If all parties fulfill their obligations in a professional and timely manner, the program responsibilities will be fulfilled in an effective manner.

1.2.3 APPLICABLE REGULATIONS

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 902: Public Housing Assessment System
- 24 CFR Part 903: Public Housing Agency Plans
- 24 CFR Part 945: Designated Housing
- 24 CFR Part 960: Admission and Occupancy Policies
- 24 CFR Part 965: HA-Owned or Leased Projects – General Provisions
- 24 CFR Part 966: Lease and Grievance Procedures

1.3 ADMISSIONS AND CONTINUED OCCUPANCY POLICIES

The ACOP is BWCHA's written statement of policies used to carry out the housing program in accordance with federal law and regulations, and HUD requirements. The ACOP is required by HUD and it must be available for public review [CFR 24 Part 903].

This Admissions and Continued Occupancy Plan is designed to achieve the following objectives:

A. To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level.

B. To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for Residents and their families.

C. To avoid concentrations of economically and socially deprived families in any one or all of BWCHA's public housing developments.

D. To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to BWCHA employees.

E. To attempt to house a Resident body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in BWCHA's jurisdiction.

F. To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.

G. To facilitate the judicious management of BWCHA inventory, and the efficient management of BWCHA staff.

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

All issues related to public housing not addressed in this ACOP are governed by federal regulations, HUD handbooks and guidebooks, notices and applicable state and local laws. The policies in this ACOP have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding. BWCHA is responsible for complying with all changes in HUD regulations pertaining to public housing. If such changes conflict with this plan, HUD regulations will have precedence.

2.1 CONTENTS OF THE POLICY

Unlike the housing choice voucher program, HUD regulations for public housing do not contain a list of what must be included in the ACOP. However, individual regulations contain requirements of inclusion in BWCHA's written policy. At a minimum, the ACOP plan should cover BWCHA policies on these subjects:

New Approach to Policy Development

HUD has developed an approach to monitoring policy that emphasizes the importance of consistency. The ACOP supports that goal by clearly defining HA policy for HA management and staff.

A primary focus of programs like HUD's Rental Integrity Monitoring (RIM) program has been consistency in how HAs conduct their business and in how HUD monitors HA activities. HUD has made it clear that consistency in HA conduct is important. Referring to and following the ACOP is essential to maintaining consistency in applying HA policy.

HUD makes a distinction between:

Mandatory policies: those driven by legislation, regulations, current handbooks, notices, and legal opinions, and

Optional, non-binding guidance, including guidebooks, notices that have expired and recommendations from individual HUD staff.

HUD expects HAs to develop policies and procedures that are consistent with mandatory policies and to make clear the optional policies BWCHA has adopted. BWCHA's Admissions and Continued Occupancy Policy is the document that contains and clarifies HA policy. HUD's new direction adds additional emphasis to the need for a clearly written and comprehensive ACOP to guide staff in the clear and consistent application of policy.

HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. Therefore, following HUD guidance in the preparation of BWCHA policy, even though it is not mandatory, provides a BWCHA with a "safe harbor." If BWCHA adopts its own optional policy, it must make its own determination that such policy is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than that suggested by HUD, but BWCHA carefully thinks through those decisions and be able to articulate how its policy is consistent with federal laws, regulations and mandatory policy.

2.2 UPDATING AND REVISING THE POLICY

BWCHA will revise this ACOP as needed to comply with changes in HUD regulations. The original policy and any changes must be approved by the board of commissioners of BWCHA, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

BWCHA will review and update the ACOP at least once a year, and more often if needed, to reflect changes in regulations, HA operations, or when needed to ensure staff consistency in operation.

2.3 PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS)

BWCHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that BWCHA is using its resources in a manner that reflects its commitment to quality and service. BWCHA policies and practices are consistent with the new Public Housing Assessment System (PHAS) outlined in the 24

CFR Parts 901 and 902 final published regulations.

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

2.0 FAIR HOUSING AND EQUAL OPPORTUNITY

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

A. Title VI of the Civil Rights Act of 1964

B. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)

C. Executive Order 11063

D. Section 504 of the Rehabilitation Act of 1973

E. The Age Discrimination Act of 1975

F. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

G. Sections 606 and 607 of the Violence Against Women Act (VAWA)

H. Any applicable state laws or local ordinances and any legislation protecting individual rights of Residents, applicants, or staff that may subsequently be enacted

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

This chapter explains the laws and HUD regulations requiring HAs to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of BWCHA's public housing operations. BWCHA policies related to these topics in three parts:

Part I: Nondiscrimination. This part presents the body of laws and regulations governing the responsibilities of BWCHA regarding nondiscrimination.

Part II: Policies Related to Persons with Disabilities. This part discusses the rules and policies of the public housing program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the

Department of Justice (DOJ), issued May 17, 2004.

Part III: Prohibition of Discrimination Against Limited English Proficiency Persons. This part details the obligations of BWCHA to ensure meaningful access to the public housing program and its activities by persons with limited English proficiency (LEP). This part incorporates HUD's Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the Federal Register ("Notice of Guidance").

2.1 NONDISCRIMINATION

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

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

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

BWCHA will not use any of these factors to:

A. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the public housing program

B. Provide housing that is different from that provided to others

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

E. Treat a person differently in determining eligibility or other requirements for admission

F. Steer an applicant or Resident toward or away from a particular area based on any of these factors

G. Deny anyone access to the same level of services

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

I. Discriminate in the provision of residential real estate transactions

J. Discriminate against someone because they are related to or associated with a member of a protected class

K. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class

2.1.1 PROVIDING INFORMATION TO FAMILIES

BWCHA will take steps to ensure that families are fully aware of all applicable civil rights laws. As part of the public housing orientation process, to further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide Federal/State/local information to public housing applicants and resident families regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Housing Authority office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

2.1.2 DISCRIMINATION COMPLAINTS

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

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

BWCHA will attempt to remedy discrimination complaints made against BWCHA.

The Housing Authority will assist any family that believes they have suffered illegal discrimination by providing copies of the housing discrimination form. The Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity [24 CFR 982.304].

2.2 POLICIES RELATED TO PERSONS WITH DISABILITIES

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

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

CFR 8].

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

Notifications of recertification, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the Resident will include information about requesting a reasonable accommodation.

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

2.2.1 DEFINITION OF REASONABLE ACCOMMODATION

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

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

When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority will ensure that all applicants/resident families are aware of the opportunity to request reasonable accommodations.

2.2.3 REQUEST FOR AN ACCOMMODATION

If an applicant or resident family indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that BWCHA 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 BWCHA's programs and services.

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

Anyone requesting an application will be given the opportunity to obtain a Request for Reasonable Accommodation form. Intake applications and notifications of recertification, inspection, appointment, or evictions will include information about requesting a reasonable accommodation. Any notification requesting action by the resident families will include information about requesting a reasonable accommodation.

Although the use of the Request for Reasonable Accommodation form will not be required, BWCHA will encourage the family to make its request in writing using a reasonable accommodation request form and BWCHA will assist the applicant or resident families in completion of the form. However, BWCHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

2.2.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

A. Was the request for a reasonable accommodation made by or on behalf of a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

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

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

When verifying a disability, BWCHA will follow the verification policies provided in Chapter 9. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 3 (Program Administration). In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

Third-party verification must be obtained from an individual identified by the

family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]

BWCHA must request only information that is necessary to evaluate the disability-related need for the accommodation. BWCHA may not inquire about the nature or extent of any disability.

Medical records will not be accepted or retained in the file.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Housing Authority will obtain documentation from a qualified and unrelated third party that the requested accommodation is needed due to the disability. The Housing Authority will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental program alteration? BWCHA's business is housing. If the request would alter the fundamental business that the Housing Authority conducts, that would not be reasonable. For instance, the Housing Authority would deny a request to have the Housing Authority do grocery shopping for the person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

D. If more than one accommodation is equally effective in providing access to BWCHA's programs and services, BWCHA retains the right to select the most efficient or economic choice. In addition, BWCHA may propose alternative solutions in order to provide a reasonable accommodation

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

If the Resident requests, as a reasonable accommodation, that they be permitted to make physical modifications at their own expense, BWCHA will generally approve such

request if it does not violate codes or affect the structural integrity of the unit.

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

Provisions for reasonable accommodation requests that are temporary in duration will be reviewed annually.

2.2.5 APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION

[Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]

BWCHA must approve a request for an accommodation if the following three conditions are met:

A. The request was made by or on behalf of a person with a disability.

B. There is a disability-related need for the accommodation.

C. The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on BWCHA, or fundamentally alter the nature of BWCHA's operations.

Requests for accommodations must be assessed on a case-by case basis. The determination of undue financial and administrative burden must be made on a case-by case basis involving various factors, such as the cost of the requested accommodation, the financial resources of BWCHA 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, BWCHA 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 BWCHA may verify the need for the requested accommodation.

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

If BWCHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice will inform the family of the right to appeal BWCHA's decision through an informal hearing (if applicable) or the grievance process (see Chapter 19).

If BWCHA 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 BWCHA's operations), BWCHA will discuss with the family whether an alternative

accommodation could effectively address the family's disability-related needs without a fundamental alteration to the public housing program and without imposing an undue financial and administrative burden.

If BWCHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, BWCHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family. The notice will inform the family of the right to appeal BWCHA's decision through an informal hearing (if applicable) or the grievance process (see Chapter 19).

2.2.6 APPLICATION PROCESS

For purposes of this section, BWCHA will make the following types of accommodations to persons with disabilities to facilitate the application process:

A. Permitting the submission of applications or certification forms via mail.

B. Permitting an authorized designee to participate in the application or certification process.

2.2.7 RECERTIFICATION BY MAIL

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

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

If there is more than one adult member in the household, but only one is disabled, recertifications will not be processed through the mail. In such cases, the family may choose to have BWCHA conduct the recertification by a home visit or to have the able adult family members come in for the appointment and then take the necessary forms home to the member with a disability for completion and signature.

2.2.8 HOME VISITS

When requested and where the need for reasonable accommodation has been established, BWCHA will conduct home visits to residents to determine eligibility and conduct annual and interim recertifications.

Requests for home visit recertifications must be received by BWCHA at least 3 days before the scheduled appointment date in order for the request to be considered.

BWCHA will consider home visit recertifications which are requested after the scheduled appointment has been missed, according to the number of allowed rescheduled appointments noted in the chapter on Recertifications.

BWCHA will not consider home visit recertifications that are requested after the scheduled appointment has been missed, unless the resident has a justifiable reason.

2.2.9 PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS

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

At the initial point of contact with each applicant, BWCHA 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, TTY (text telephone display / teletype) communication will be available. The TTY telephone number is (360) 527.4655.

To meet the needs of persons with vision impairments, any notice to the applicant or resident is required to be in an accessible format. When visual aids are used in public meetings or presentations, or in meetings with BWCHA 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.

2.2.10 PHYSICAL ACCESSIBILITY

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

A. PIH 2002-01 (HA), Accessibility Notice

B. Section 504 of the Rehabilitation Act of 1973

C. The Americans with Disabilities Act of 1990

D. The Architectural Barriers Act of 1968

E. The Fair Housing Act of 1988

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

This policy, the Admissions and Continued Occupancy Policy, describes the key policies that govern BWCHA’s responsibilities with regard to physical accessibility.

Notice PIH 2002-01(HA) Accessibility Notice (which must be posted in the public housing offices in a conspicuous place) summarizes information about pertinent laws and implementing regulations related to non-discrimination and accessibility in federally-funded housing programs.

BWCHA Plan provides information about self-evaluation, needs assessment, and transition plans.

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

2.2.11 DENIAL OR TERMINATION OF ASSISTANCE

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

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

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

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

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

2.2.12 OTHER ACCOMMODATIONS

BWCHA utilizes organizations that provide assistance for hearing- and sight-impaired persons when needed.

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

BWCHA will refer families who have persons with disabilities to agencies in the community that offer services to persons with disabilities, as requested.

2.3 IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

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

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

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

To the fullest extent BWCHA will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. Current staff resources permit assistance to non-English speaking families in Spanish and Russian and will consider providing translation of housing authority documents into Spanish and Russian upon request by an applicant or Resident.

2.3.1 IMPLEMENTATION PLAN

In determining whether it is feasible to translate documents into other languages, BWCHA will consider the following factors:

A. Estimated cost to BWCHA per client of translation of English written documents into other languages.

B. The availability of local organizations to provide translation services to non-English speaking families.

Evaluation of the need for translation assistance will be assessed by the bi-lingual staff and by agencies that work with the non-English speaking clients.

If any person or family elects to use their own translator for the purpose of translating documents, the translator must be at least 18 years.

In order to determine the level of access needed by LEP persons, BWCHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be

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

2.3.2 ORAL INTERPRETATION

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

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

Where feasible, BWCHA will train and hire bilingual staff to be available to act as interpreters and translators and will standardize documents. Where feasible and possible, BWCHA will encourage the use of qualified community volunteers.

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

2.3.3 WRITTEN TRANSLATION

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

After deciding what language assistance services are appropriate, BWCHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

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

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

If BWCHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2)

identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

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

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

Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or

Has a record of such impairment, or

Is regarded as having such impairment

The phrase "physical or mental impairment" includes:

Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

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

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

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

The definition of a person with disabilities does not include:

Current illegal drug users

People whose alcohol use interferes with the rights of others

Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the public housing program

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

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

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

3.0 GENERAL ADMINISTRATIVE POLICIES

3.1 FAMILY OUTREACH

[24 CFR 903.2(d); 24 CFR 903.7(a) and (b)]

BWCHA will conduct outreach as necessary to ensure that BWCHA has a sufficient number of applicants on the waiting list to fill anticipated vacancies and to assure that BWCHA is affirmatively furthering fair housing and complying with the Fair Housing Act.

Because HUD requires BWCHA to serve a specified percentage of extremely low income families, BWCHA may need to conduct special outreach to ensure that an adequate number of such families apply for public housing.

BWCHA outreach efforts must comply with fair housing requirements. This includes:

A. Analyzing the housing market area and the populations currently being served to identify underserved populations

B. Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program

C. Avoiding outreach efforts that prefer or exclude people who are members of a protected class

BWCHA outreach efforts are designed to inform qualified families about the availability of units under the program.

BWCHA will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers; BWCHA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. BWCHA will also try to utilize public service announcements.

BWCHA will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

BWCHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in BWCHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

3.2 RIGHT TO PRIVACY

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

Except to satisfy regulatory requirements or authenticated requests from courts of law, applicant or resident information will not be released unless there is a signed release of information request from the applicant or resident.

All persons who have a need to access privileged information in the form of physical or computer records will be required to sign a confidentiality agreement before they are given access. All such persons may be required to sign a new confidentiality agreement from time-to-time, as directed by the Housing Authority.

Application and participation files maintained on behalf of Housing Authority employees, volunteers, Community Jobs staff or others who have authorized access to privileged information will be located in a separate and secure location and will not be accessible to the applicant or resident families except through normal request procedures. To the extent possible, access to computer records will also be restricted.

3.3 RECORD KEEPING

BWCHA will maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, BWCHA will ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

3.3.1 RECORD RETENTION

During the term of each public housing tenancy, and per the general records retention schedule thereafter BWCHA will keep all documents related to a family's eligibility, tenancy, and termination.

In addition, BWCHA will keep the following records per the general records retention schedule:

A An application from each ineligible family and notice that the applicant is not eligible

B Lead-based paint records as required by 24 CFR 35, Subpart B

C Documentation supporting the establishment of flat rents and the public housing maximum rent

D Documentation supporting the establishment of utility allowances and surcharges

E Documentation supporting PHAS scores

F Accounts and other records supporting BWCHA budget and financial statements for the program

G Other records as determined by the BWCHA or as required by HUD

If a hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents.

3.3.2 RECORDS MANAGEMENT

BWCHA will maintain applicant and participant files and information in accordance with the regulatory requirements described below.

All applicant and participant information will be kept in a secure location and access will be limited to authorized BWCHA staff.

BWCHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

A. Upfront Income Verification (UIV) Records

BWCHA accesses UIV data through HUD's Enterprise Income Verification (EIV) System is required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). BWCHA will adopt and implement the EIV security procedures are contained in the HUD issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification (UIV) Data*.

B. Confidentiality of Criminal Records

BWCHA will only disclose the criminal conviction records which the BWCHA receives from a law enforcement agency to officers or employees of BWCHA, or to authorized representatives of the BWCHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

BWCHA will establish and implement a system of records management that ensures that any criminal record received by the BWCHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the BWCHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

BWCHA will establish and implement a system of records management that ensures that any sex offender registration information received by the BWCHA

from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to BWCHA action without institution of a challenge or final disposition of any such litigation for a maximum period of 3 months. This requirement does not apply to information that is public information, or is obtained by BWCHA other than under 24 CFR 5.905.

All criminal reports, while needed by BWCHA for screening for criminal behavior, will be housed in a locked file with access restricted to individuals responsible for such screening.

Misuse of the above information by any employee will be grounds for termination of employment. Penalties for misuse are contained in Personnel Policies and/or Union Contract.

BWCHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

C. Medical/Disability Records

BWCHA is not permitted to inquire about the nature or extent of a person's disability. BWCHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If BWCHA receives a verification document that provides such information, BWCHA will not place this information in the tenant file. BWCHA will destroy the document.

3.4 REQUIRED POSTINGS

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

B. Statement of Policies and Procedures governing Admission and Continued Occupancy

C. A notice of where BWCHA 5 year Plan and BWCHA Annual Plan are available

D. Notice of the status of the waiting list (opened or closed)

E. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TTY numbers, and Resident Facilities and operation hour

F. Income Limits for Admission

G. Current Schedule of Routine Maintenance Charges

H. Dwelling Lease

I. Grievance Procedure

J. Fair Housing Poster

K. Equal Opportunity in Employment Poster

L. Any current BWCHA Notices

M. Schedule of Utility Allowances (if applicable)

3.5 NOTICES

Unless otherwise stated in this document, “timely,” “timely fashion,” “notice,” “prompt notice” and “proper notice” shall mean fourteen (14) calendar days from the date of a determining event such as a decision, action or notice on the part of the Housing Authority, an applicant or a resident family.

Notices to applicant and resident families will be sent via the United States Postal Service (USPS) using First Class mail. All such mail will be considered delivered to the recipient family unless it is returned to the Housing Authority by the USPS clearly marked as being undeliverable.

3.5 APPOINTMENTS

Attending scheduled appointments is a family obligation. Failure to attend scheduled appointments will constitute a violation of the family’s obligations and may result in the denial of access to the program or termination from the program.

3.5.1 NOTICE AND TIMEFRAME

BWCHA will normally schedule appointments in writing and provide at least fourteen (14) calendar days notice. Rescheduled appointments may be made verbally or in writing and may allow shorter notice if:

A. The appointment was rescheduled at the client’s request;

B. The appointment was rescheduled as a result of a missed appointment; or,

C. The appointment must be scheduled earlier to meet a program requirement.

If a rescheduled appointment is made verbally, a notation will be made in the client’s file. The notation will include: the purpose of the appointment, date that the client was contacted, name of the person who placed the call to the client and whether the client was contacted directly or if a message was left. If a message is left, a follow-up appointment letter will be mailed within 24 hours. No appointments will be made with fewer than seven (7) calendar days notice unless the client makes a specific request for a more

immediate appointment time.

3.5.2 MISSED APPOINTMENTS AND RESCHEDULING

BWCHA will allow the family to reschedule one appointment with or without good cause. When a good cause has been established, BWCHA will attempt to work with the family to find a more suitable time. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause.

If the family fails to attend a second scheduled appointment they will be sent a notice of denial of eligibility (applicant) or termination (resident family). Except for two missed appointments for informal reviews or informal hearings, families will be offered the right to a review or hearing before adverse action is effectively taken as a result of missed appointments. The effective date of the termination (i.e. adverse action) will normally be the last day of the next calendar month. This time frame is intended to allow the family sufficient time to request and attend an informal review or an informal hearing before the adverse action becomes effective. If the family misses two appointments for informal reviews or hearings, the original effective date of the adverse action will remain in effect.

BWCHA will not schedule a third appointment at the request of the family unless the second appointment was missed with good cause and such good cause can be satisfactorily demonstrated. Good cause includes but is not necessarily limited to the following:

A. A medical emergency that involves either the person requesting the appointment or someone in that person's immediate family;

B. A transportation emergency such as an accident or mechanical breakdown that occurred while attempting to attend the appointment; or

C. An action or inaction resulting from a disability that can be shown to have directly caused the appointment to be missed. The presence of a disability alone will not be considered good cause.

Requests for scheduling a third appointment must be in writing and must be received within fourteen (14) calendar days of the second missed appointment. It is the responsibility of the person who is requesting a third appointment to provide sufficient documentation to demonstrate good cause. All documentation must contain information that BWCHA can use to verify its authenticity with an independent third party (e.g. names, addresses and telephone numbers of persons who have knowledge of the facts).

3.6 REPAYMENT AGREEMENTS

When an action or inaction of a resident family results in the underpayment of rent or other amounts, BWCHA holds the family liable to return any underpayments to BWCHA.

When a resident owes BWCHA back charges and is unable to pay the balance by the due date, the resident may request that BWCHA allow him/her to enter into a Repayment Agreement in which the resident acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods. BWCHA has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed 12 months. All Repayment Agreements must be in writing and signed by both parties.

If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, BWCHA will terminate the family's tenancy in accordance with the policies in Chapter 15. BWCHA will also pursue other modes of collection.

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by BWCHA, BWCHA will send the family a delinquency notice giving the family 14 calendar days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and BWCHA will terminate tenancy in accordance with the policies in Chapter 13.

For families paying minimum rent and who have had their rent abated for a temporary period, BWCHA shall enter into a repayment agreement.

3.7 REPORTING REQUIREMENTS FOR CHILDREN WITH BLOOD LEAD LEVEL

[24 CFR 35.1130(e)]

BWCHA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level.

BWCHA will provide written notice of each known case of a child with an environmental intervention blood level to the HUD field office within 5 business days of receiving the information.

4.0 ELIGIBILITY

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

To be eligible for the public housing program, the applicant family must:

A. Qualify as a family as defined by HUD and BWCHA.

B. Have income at or below HUD-specified income limits.

C. Qualify on the basis of citizenship or the eligible immigrant status of family members.

D. Provide social security number information for family members as required.

E. Consent to BWCHA's collection and use of family information as provided for in BWCHA-provided consent forms.

BWCHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or BWCHA.

Timing for the Verification of Qualifying Factors

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit.

This chapter contains three parts:

Part I: Definitions of Family and Household Members. This part contains HUD and BWCHA definitions of family and household members and explains initial and ongoing eligibility issues related to these members.

Part II: Basic Eligibility Criteria. This part discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.

Part III: Denial of Admission. This part covers factors related to an applicant's past or current conduct (e.g. criminal activity) that can cause BWCHA to deny admission.

4.1 DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS-

OVERVIEW

The applicant family must qualify as a family as defined by HUD and BWCHA. Some

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

4.1.1 FAMILY AND HOUSEHOLD

[24 CFR 5.403 and HUD-50058 IB, p. 13]

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

Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. For occupancy standards purposes, the applicant may claim a spousal relationship. (see chapter on Occupancy Guidelines.)

Elderly, disabled and displaced families are defined by HUD in 24 CFR 5.403

A. Family

To be eligible for admission, an applicant must qualify as a family. A family may be a single person or a group of persons. Family as defined by HUD includes a family with a child or children, two or more elderly or disabled persons living together, one or more elderly or disabled persons living with one or more live-in aides, or a single person. BWCHA has the discretion to determine if any other group of persons qualifies as a family.

A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or intend to share a residency and certify that each individual’s income and other resources will be available to meet the needs of the family. Unmarried couples of the opposite or same sex will be considered a family if it can be shown that the members have formed a stable relationship. If the couple is not related by blood (e.g. brother and sister, mother and son) then BWCHA will consider the relationship to be one of affinity and will allow one bedroom for the couple when it determines the bedroom size.

To be eligible for admission as a single person to BWCHA family housing, the following guidelines apply:

1. Single persons, with no children, who are pregnant as verified by a licensed physician.

    a. If the pregnancy is terminated after admission, the single person would still be eligible as the remaining member of a Resident family.

b. If the pregnancy is terminated prior to admission, the applicant is no longer considered a Family

2. Single persons, with no children, who are in the process of obtaining legal custody of a person under eighteen (18) years of age.

   a. There must be reasonable likelihood of the success of obtaining custody at the time of an offer of housing. If there is not a "reasonable likelihood" of success, but the applicant is still attempting to obtain custody, the applicant would not be housed, but could maintain the position on the waiting list until such time as custody is either secured or denied.

   b. If custody is denied after admission, the single person would still be eligible as the remaining member of a Resident family.

3. A single person who otherwise qualified, provided that the HUD Field Office Director has authorized such admissions due to excessive vacancies and a shortage of applicants, other than single persons.

4. A single person displaced by government action or as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.

Each family must identify the individuals to be included in the family at the time of application, and must update this information if the family's composition changes.

B. Household

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

4.1.2 FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY

A. Family Break-up

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

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

2. If a court determines the disposition of property between members of the applicant or resident family in a divorce or separation decree, BWCHA

will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, BWCHA will determine which family retains their placement on the waiting list, or will continue in occupancy taking into consideration the following factors: (1) the interest of any minor children, including custody arrangements, (2) the interest of any ill, elderly, or disabled family members, (3) any possible risks to family members as a result of domestic violence or criminal activity, and (4) the recommendations of social service professionals.

B. Remaining Member of a Tenant Family [24 CFR 5.403]

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

If dependents are the only “remaining members of a tenant family” and there is no family member able to assume the responsibilities of the head of household, see Chapter 7.1.2, for the policy on “Caretakers for a Child.”

4.1.3 HEAD OF HOUSEHOLD

[24 CFR 5.504(b)]

A. Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent and who is at least 18 years of age. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse.

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

C. The head of household must have the legal capacity to enter into a lease under state and local law.

D. A minor who is emancipated under state law may be designated as head of household if there is a court order recognizing them as an emancipated minor.

E. Persons who are married are legally recognized as adults under State law.

4.1.4 SPOUSE, CO-HEAD, AND OTHER ADULT

A A family may have a spouse or co-head, but not both.

B Spouse means the marriage partner of the head of household.

C A co-head is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.

D Minors who are emancipated under state law may be designated as a co-head.

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

4.1.5 DEPENDENT

[24 CFR 5.603]

A dependent is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income as described in Chapter 7.

Joint Custody of Dependents

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family 50 percent or more of the time.

When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or recertification will be able to claim the dependents. If there is a dispute about which family should claim them, BWCHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

4.1.6 FULL-TIME STUDENT

[24 CFR 5.603]

Full-time Student. A person who is enrolled in a certified educational institution and is considered a full-time student under the standards and practices of the institution attended.

An eligible student is a subcategory of single person. An eligible student is any family member enrolled full-time at college or other post-secondary educational institution of higher education as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002) and:

The time commitment or subject load that is needed to be full-time is defined by the

educational institution.

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

4.1.7 ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY

A. Elderly Persons

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

B. Near-Elderly Persons

A near-elderly person is a person who is at least 50 years of age but below the age of 62 [24 CFR 945.105].

C. Elderly Family

An elderly family is one in which the head, spouse, co-head, or sole member is an elderly person [24 CFR 5.403]. Identifying elderly families is important because these families qualify for special deductions from income as described in Chapter 7 and may qualify for a particular type of development as noted in Chapter 5.

4.1.8 PERSONS WITH DISABILITIES AND DISABLED FAMILY

[24 CFR 5.403]

Persons with Disabilities

Under the public housing program, special rules apply to persons with disabilities and to any family whose head, spouse, or co-head is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in Exhibit 3-1 at the end of this chapter. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

As discussed in Chapter 2, BWCHA must make all aspects of the public housing program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person’s disability.

Disabled Family

A disabled family is one in which the head, spouse, or co-head is a person with disabilities. Identifying disabled families is important because these families qualify for special deductions from income as described in Chapter 7 and may qualify for a particular type of development as noted in Chapter 5.

Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent BWCHA from denying admission for reasons related to alcohol and drug abuse following policies found in Part III of this chapter, or from enforcing the lease following the policies in Chapter 15.

4.1.9 GUESTS

[24 CFR 5.100]

A guest is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

The lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near BWCHA premises [24 CFR 966.4(f)].

A resident family must notify BWCHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than fourteen (14) consecutive days or a total of 21 cumulative calendar days during any 12 month period.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

Former residents who have been evicted are not permitted as overnight guests.

Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the lease.

4.1.10 FOSTER CHILDREN AND FOSTER ADULTS

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609(c) (2)].

The term foster child is not specifically defined by the regulations.

Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603 and HUD-50058 IB, pp. 13-14].

A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in Section 3-I.L.

4.1.11 ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, and illness.

A. Definitions of Temporarily and Permanently Absent

Generally an individual who is or is expected to be absent from the public housing unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the public housing unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

B. Absent Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to BWCHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

C. Absences Due to Placement in Foster Care [24 CFR 5.404]

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

If a child has been placed in foster care, BWCHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

D. Absent Head, Spouse, or Co-head

An employed head, spouse, or co-head absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

E. Individuals Confined for Medical Reasons

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

If there is a question about the status of a family member, BWCHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

F. Return of Permanently Absent Family Members

The family must request BWCHA approval for the return of any adult family members that BWCHA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed elsewhere in this chapter.

4.1.12 LIVE-IN AIDE

Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

BWCHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by a family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(c) (5)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional of the family's choosing, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

BWCHA will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 966.4(d)(3)(i)]:

A. The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

B. The person has a history of drug-related criminal activity or violent criminal activity; or

C. The person currently owes rent or other amounts to BWCHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Verification of the need for a live-in aide must include the hours the care will be provided.

After BWCHA approves the addition of a live-in aide on behalf of a resident, the resident must submit a specific live-in aide's name and information for approval by BWCHA within 30 calendar days of BWCHA's notification.

If the 30 calendar days expire, the resident will have to resubmit an application for approval of a live-in aide.

If the live-in aide or their family members participate in drug-related or criminal activity BWCHA will rescind the aid's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

Within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request, BWCHA will notify the family of its decision in writing.

4.1.13 HOMELESS FAMILIES

Homeless families are defined a families lacking a fixed, regular, adequate nighttime residence OR have a primary nighttime residence that is a supervised public/private shelter providing temporary accommodations, or an institution providing temporary residence for individuals intended to be institutionalized, or a public/private place not ordinarily used as a sleeping accommodation. Does not include any individual imprisoned or detained pursuant to State law or an act of Congress.

4.2 BASIC ELIGIBILITY CRITERIA

4.2.1 INCOME ELIGIBILITY AND TARGETING

In addition to qualifying as a family, applicants must also meet the following eligibility criteria.

Income Limits

HUD is required by law to set income limits that determine the eligibility of applicants for HUD's assisted housing programs, including the public housing program. The income limits are published annually and are based on HUD estimates of median family income in a particular area or county, with adjustments for family size.

Types of Low-Income Families [24 CFR 5.603(b)]

Low-income family. A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

Extremely low-income family. A family whose annual income does not exceed 30 percent of the median income for the area, adjusted for family size.

HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

A. Using Income Limits for Eligibility [24 CFR 960.201]

Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be a low-income family.

1. Income limits apply only at admission and are not applicable for continued occupancy.

2. A family may not be admitted to the public housing program from another assisted housing program (e.g., Resident-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of BWCHA.

3. If BWCHA acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing Residents.

4. Income limit restrictions do not apply to families transferring within our Public Housing Program.

B. Using Income Limits for Targeting [24 CFR 960.202(b)]

At least 40 percent of the families admitted to BWCHA's public housing program during BWCHA fiscal year from BWCHA waiting list must be extremely low-income families. This is called the “basic targeting requirement”.

4.2.2 CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

[24 CFR 5, Subpart E]

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with BWCHA’s Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

Declaration [24 CFR 5.508]

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, co-head, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

A. U.S. Citizens and Nationals

In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit BWCHA to request additional documentation of their status, such as a passport.

Family members who declare citizenship or national status will not be required to provide additional documentation unless BWCHA receives information indicating that an individual’s declaration may not be accurate.

B. Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with BWCHA efforts to verify their immigration status as described in Chapter 9. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

C. Ineligible Noncitizens

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or co-head (regardless of citizenship status), indicating their ineligible immigration status. BWCHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

D. Mixed Families

A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered mixed families. Such families will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination. See Chapter 7 for a discussion of how rents are prorated, and Chapter 19 for a discussion of informal hearing procedures.

E. Ineligible Families [24 CFR 5.514(d), (e), and (f)]

BWCHA may elect to provide assistance to a family before the verification of the eligibility of the individual or one family member [24 CFR 5.512(b)]. Otherwise, no individual or family may be assisted prior to the affirmative establishment by

BWCHA that the individual or at least one family member is eligible [24 CFR 5.512(a)].

BWCHA will not provide assistance to a family before the verification of at least one family member as a citizen, national, or eligible noncitizen.

When BWCHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 business days of the determination.

The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with BWCHA. The informal hearing with BWCHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

Informal hearing procedures are contained in Chapter 19.

F. Timeframe for Determination of Citizenship Status [24 CFR 5.508(g)]

For new occupants joining the resident family BWCHA must verify status at the first interim or regular recertification following the person's occupancy, whichever comes first.

If an individual qualifies for a time extension for the submission of required documents, BWCHA must grant such an extension for no more than 30 days [24 CFR 5.508(h)].

Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

BWCHA will verify the status of applicants at the time other eligibility factors are determined.

4.2.3 SOCIAL SECURITY NUMBERS

[24 CFR 5.216 and 5.218]

For every family member age 6 or older the family must provide documentation of a valid Social Security Number (SSN) to be eligible. Assistance cannot be provided to a family until all SSN documentation requirements are met. A detailed discussion of acceptable documentation is provided in Chapter 9.

If a new member who is at least six years of age is added to the family, the new member's SSN documentation must be submitted at the family's next interim or regular

recertification, whichever comes first. If any member of the family who is at least six years of age obtains a previously undisclosed SSN, or has been assigned a new SSN, the documentation must be submitted at the family's next regularly scheduled recertification.

BWCHA must deny admission to an applicant family if they do not meet the SSN disclosure, documentation and verification, and certification requirements contained in 24 CFR 5.216.

4.2.4 FAMILY CONSENT TO RELEASE OF INFORMATION

[24 CFR 5.230]

HUD requires each adult family member, and the head of household, spouse, or co-head, regardless of age, to sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 9 provides detailed information concerning the consent forms and verification requirements.

Signing Consent Forms

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

The consent form must contain, at a minimum, the following:

A. A provision authorizing HUD or BWCHA to obtain from State Wage Information Collection Agencies (SWICA's) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and

B. A provision authorizing HUD or BWCHA to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

C. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

D. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

BWCHA must deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow BWCHA to obtain information that BWCHA has determined is necessary in administration of the public housing program [24 CFR 960.259(a) and (b)].

4.3 DENIAL OF ADMISSION

4.3.1 OVERVIEW

A family that does not meet the eligibility criteria discussed in Parts I and II, must be denied admission.

Families may also be denied if they

A. Do not supply information for documentation required by the application process

B. Have failed to respond to a written request for information or a request to declare their continued interest in the program;

In addition, HUD requires or permits BWCHA to deny admission based on certain types of current or past behaviors of family members as discussed in this part.

Administration

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, BWCHA will involve other community and governmental entities in the promotion and enforcement of this policy.

Copies of this policy will be made readily available to applicants and tenants upon request.

HUD Definitions

A. "Covered person" means a resident, any member of the resident's household, a guest, or another person under the resident's control

B. "Criminal activity" includes any criminal activity that threatens the health, safety, welfare or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of BWCHA or causes damage to the property [24 CFR 960.203(c) (3)] or any activity that would be considered a crime by any household member involving crimes of physical violence against person or property. Criminal activity includes drug or alcohol related activity. Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for denial of admission if the tenant or an immediate member of the tenant's family is the victim or threatened victim of abuse, provided the victim complete the required certification form as outlined in Sections 606 and 607 of the federal Violence Against Women Act (VAWA).

C. "Currently engaging in illegal use of a drug" means illegal use of a drug that

occurred recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member [24 CFR 960.205(b) (1)]. Currently engaged in is defined as any use of illegal drugs during the previous twelve months.

D. "Drug-related criminal activity" is the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

E. “Drug-related criminal activity” means on or off the premises, not just on or near the premises.

F. “Drug Abuse Treatment Facility” means an entity that holds itself out as providing, and provides, diagnosis, treatment, or referral for treatment with respect to the illegal drug use, and is either an identified unit within a general care facility, or an entity other than a general medical care facility.

G. "Guest" for purposes of this Chapter, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

H. "Household" means the family and BWCHA-approved live-in aide.

I. "Other person under the tenant’s control," for the purposes of the definition of "covered person", means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

J. "Premises" means the building or complex or development in which the public housing dwelling unit is located, including common areas and grounds.

K. "Violent criminal activity" means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].

4.3.2 REQUIRED DENIAL OF ADMISSION

[24 CFR 960.204]

BWCHA is required to establish standards that prohibit admission of an applicant to the public housing program if they have engaged in certain criminal activity or if BWCHA has reasonable cause to believe that a household member’s current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

Where the statute requires that BWCHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, BWCHA may choose to continue that prohibition for a longer period of time [24 CFR 960.203(c) (3) (ii)].

HUD requires BWCHA to deny assistance in the following cases:

A. Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. HUD permits but does not require BWCHA to admit an otherwise-eligible family if the circumstances which led to eviction no longer exist (e.g. the person involved in the criminal activity no longer lives in the household).

   BWCHA will admit an otherwise-eligible family who was evicted from federally-assisted housing within the past 3 years for drug-related criminal activity, if BWCHA is able to verify that the person who committed the crime is no longer living in the household.

B. BWCHA determines that any household member is currently engaged in the use of illegal drugs. Current use is defined as use within the past twelve months.

C. BWCHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

   In determining reasonable cause, BWCHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. BWCHA will also consider evidence from treatment providers or community-based organizations providing services to household members.

   BWCHA may admit the household if:

   1. The person demonstrates to BWCHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

   2. Has successfully completed a supervised drug or alcohol rehabilitation program;

   3. Has otherwise been rehabilitated successfully; or

   4. Is participating in a supervised drug or alcohol rehabilitation program;

D. Denied for life: Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.

E. Denied for life: Any household member is subject to a lifetime registration requirement under a state sex offender registration program.

4.3.3 OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION

BWCHA is not required or obligated to assist applicants and may deny admission for the reasons discussed in this section.

A. Criminal Activity [24 CFR 960.203 (b) and (c)]

BWCHA is responsible for screening family behavior and suitability for tenancy. In doing so, BWCHA may consider an applicant's history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants.

If any household member is currently engaged in, or has engaged in any of the following criminal activities, the family will be denied admission.

1. Violent criminal activity,

2. Criminal activity that may threaten the health, safety, or welfare of other tenants [24 CFR 960.203(c) (3)].

3. Criminal activity that may threaten the health or safety of BWCHA staff, contractors, subcontractors, or agents.

4. Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.

5. Criminal activity or any activity that would be a crime on the premises or property or criminal activity off the property or premises

6. Currently has an active warrant for their arrest

Evidence of such criminal activity includes, but is not limited to any record of convictions, arrests, or evictions for suspected drug-related or violent criminal activity of household members. A conviction for such activity will be given more weight than an arrest or an eviction.

In making its decision to deny assistance, BWCHA will consider the factors discussed in Section 4.3.5. Upon consideration of such factors, BWCHA may, on a case-by case basis, decide not to deny assistance.

B. Previous Behavior [960.203(c) and (d) and PH Occupancy GB, p. 48]

HUD authorizes BWCHA to deny admission based on relevant information pertaining to the family's previous behavior and suitability for tenancy. Applicants will be required to demonstrate ability to comply with essential

provisions of the lease as summarized below

In the event of the receipt of unfavorable information with respect to an applicant, consideration must be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense).

BWCHA may deny admission to an applicant family if BWCHA determines that the family:

1. Has a pattern of unsuitable past performance in meeting financial obligations, including rent.

2. Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other tenants

3. Has a pattern of eviction from housing or termination from residential programs (considering relevant circumstances)

4. Currently owes rent or other charges to a previous landlord including but not limited to any housing authority in connection with their public housing or Section 8 programs; Previous outstanding debts to BWCHA or any PHA resulting from a previous tenancy in the public housing or Section 8 program must be paid in full prior to admission. No Payment Agreement will be accepted. Either spouse is responsible for the entire debt incurred as a previous BWCHA tenant. Children of the head or spouse who had incurred a debt to BWCHA will not be held responsible for the parent's previous debt.5. Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent or any other information required by the application process

6. Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

7. Has engaged in or threatened violent or abusive behavior toward PHA personnel

    a) Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

    b) Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

8. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other Residents;

9. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

10. Has a household member who has ever been evicted from public housing;

11. Have a family household member who has been terminated under the certificate or voucher program;

In making its decision to deny admission, BWCHA will consider the factors discussed in Section 4.3.5. Upon consideration of such factors, BWCHA may, on a case-by case basis, decide not to deny admission.

BWCHA will consider the existence of mitigating factors, such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.

4.3.4 SCREENING

[24 CFR 960.203, 960.204, 960.205]

BWCHA will conduct a detailed review of all applicants. The application form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification. Such verification may include, but is not limited to the following:

A. Credit check of the head, spouse and co-head:

B. A rental history check of all adult family members

C. A criminal background check on all adult household members , including live-in aides

D. A home visit

E. A check of the State's lifetime sex offender registration program for each adult member, including live-in aides.

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 denial of admission.

1. Screening for Eligibility - History of Criminal Activity

BWCHA is authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the public housing program. This authority assists BWCHA in complying with HUD requirements and BWCHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records BWCHA will require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

BWCHA may not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].

BWCHA will perform criminal background checks for all adult household members. Background checks will be conducted through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction, and jurisdictions where the applicant has previously resided. If the individual has lived outside the local area, BWCHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

If the results of the criminal background check indicate there may have been past criminal activity, but the results are inconclusive, BWCHA will request a fingerprint card and will request information from the National Crime Information Center (NCIC).

BWCHA is required to perform criminal background checks necessary to determine whether any adult household member, including a live-in aide, is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 960.204(a)(4)]. BWCHA will check the State's lifetime sex offender registration program.

If BWCHA proposes to deny admission based on a criminal record or on lifetime sex offender registration information, BWCHA will notify the household of the proposed action and will inform the subject of the record and the applicant how to obtain a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission [24 CFR 5.903(f) and 5.905(d)].

2. Obtaining Information from Drug Treatment Facilities [24 CFR 960.205]

HUD authorizes PHAs to request and obtain information from drug abuse treatment facilities concerning applicants. Specifically, BWCHA may require each applicant to submit for all household members who are at least 18 years of age, and for each family head, spouse, or co-head regardless of age, one or more consent forms signed by such household members that requests any drug abuse treatment facility to inform BWCHA whether the drug abuse treatment facility has reasonable cause to believe that the household member is currently engaging

in illegal drug use.

Drug Abuse Treatment Facility means an entity that holds itself out as providing, and provides, diagnosis, treatment, or referral for treatment with respect to the illegal drug use, and is either an identified unit within a general care facility, or an entity other than a general medical care facility.

Any consent form used for the purpose of obtaining information from a drug abuse treatment facility to determine whether a household member is currently engaging in illegal drug use must expire automatically after BWCHA has made a final decision to either approve or deny the admission of such person.

Any charges incurred by BWCHA for information provided from a drug abuse treatment facility may not be passed on to the applicant or tenant.

BWCHA must submit a request for information only for certain household members, whose criminal record indicates prior arrests or conviction for any criminal activity that may be a basis for denial of admission or whose prior tenancy records indicate that the proposed household member engaged in destruction of property or violent activity against another person, or they interfered with the right of peaceful enjoyment of the premises of other residents.

If BWCHA chooses to obtain such information, it must abide by the HUD requirements for records management and confidentiality as described in 24 CFR 960.205(f).

BWCHA will obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when BWCHA has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program.

3. Screening for Suitability as a Tenant [24 CFR 960.203(c)]

BWCHA is responsible for the screening and selection of families to occupy public housing units. BWCHA may consider all relevant information. Screening is important to public housing communities and program integrity, and to ensure that assisted housing is provided to those families that will adhere to lease obligations.

BWCHA will consider the family's history with respect to the following factors:

a) Payment of rent and utilities

b) Caring for a unit and premises

c) Respecting the rights of other residents to the peaceful enjoyment of their

housing

d) Criminal activity that is a threat to the health, safety, or property of others

e) Behavior of all household members as related to the grounds for denial as detailed in Sections 4.3 B and C

f) Compliance with any other essential conditions of tenancy

4. Resources Used to Check Applicant Suitability [PH Occ GB, pp. 47-56]

PHAs have a variety of resources available to them for determination of the suitability of applicants. BWCHA shall rely upon sources of information which may include, but are not limited to, BWCHA records, personal interviews with the applicant or tenant, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the police department, and home visits for persons who have had negative landlord reference(s) for poor housekeeping habits.

Generally, BWCHA should reject applicants who have recent behavior that would warrant lease termination for a public housing resident.

In order to determine the suitability of applicants BWCHA will examine applicant history. Such background checks will include:

a) Past Performance in Meeting Financial Obligations, Especially Rent

i. PHA and landlord references, gathering information about past performance meeting rental obligations such as rent payment record, late payment record, whether BWCHA/landlord ever began or completed lease termination for non-payment, and whether utilities were ever disconnected in the unit. PHAs and landlords will be asked if they would rent to the applicant family again.

ii. Utility company references covering the monthly amount of utilities, late payment, disconnection, return of a utility deposit and whether the applicant can get utilities turned on in his/her name. (Use of this inquiry will be reserved for applicants applying for units where there are tenant-paid utilities.)

iii. If an applicant has no rental payment history BWCHA will check court records of eviction actions and other financial judgments, and credit reports. A lack of credit history will not disqualify someone from becoming a public housing resident, but a poor credit rating may.

iv. Applicants with no rental payment history will also be asked to provide BWCHA with personal references. The references will be requested to complete a verification of the applicant's ability to pay rent if no other documentation of ability to meet financial obligations is available. The applicant will also be required to complete a checklist documenting their ability to meet financial obligations.

v. If previous landlords or the utility company do not respond to requests from BWCHA, the applicant may provide other documentation that demonstrates their ability to meet financial obligations (e.g. rent receipts, cancelled checks, etc.)

Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent with a local ordinance; or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide,) and responsible efforts were made by the family to resolve the nonpayment problem.

b) Disturbances of Neighbors, Destruction of Property or Living or Housekeeping Habits at Prior Residences that May Adversely Affect Health, Safety, or Welfare of Other Tenants, or Cause Damage to the Unit or the Development

i. PHA and landlord references, gathering information on whether the applicant kept a unit clean, safe and sanitary; whether they violated health or safety codes; whether any damage was done by the applicant to a current or previous unit or the development, and, if so, how much the repair of the damage cost; whether the applicant's housekeeping caused insect or rodent infestation; and whether the neighbors complained about the applicant or whether the police were ever called because of disturbances.

ii. Police and court records will be used to check for any evidence of disturbance of neighbors or destruction of property that might have resulted in arrest or conviction.

iii. A personal reference will be requested to complete a verification of the applicant's ability to care for the unit and avoid disturbing neighbors if no other documentation is available. In these cases, the applicant will also be required to complete a checklist documenting their ability to care for the unit and to avoid disturbing neighbors.

iv. Home visits may be used to determine the applicant's ability to care for the unit.

4.3.5 CRITERIA FOR DECIDING TO DENY ADMISSION

Consideration of Circumstances [24 CFR 960.203(c)(3) and (d)]

HUD authorizes BWCHA to consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in the situations for which denial of admission is mandated (see Section 4-III.B).

In the event BWCHA receives unfavorable information with respect to an applicant, consideration will be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with its policies, BWCHA may give consideration to factors which might indicate a reasonable probability of favorable future conduct.

BWCHA will consider the following factors prior to making its decision:

A. The seriousness of the case, especially with respect to how it would affect other residents

B. The effects that denial of admission may have on other members of the family who were not involved in the action or failure

C. The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities

D. The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future

E. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs.

F. 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. BWCHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

4.3.6 NOTICE OF ELIGIBILITY OR DENIAL

BWCHA will notify an applicant family of its final determination of eligibility in accordance with the policies in Section 5.3.4.

If BWCHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, information on obtaining a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before BWCHA can move to deny the

application. In addition, information on obtaining a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)].

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, BWCHA will notify the family in writing of the proposed denial and notify the applicant and to the subject of the record as to how to obtain a copy of the record. The family will be given fourteen (14) calendar days to dispute the accuracy and relevance of the information. If the family does not contact BWCHA to dispute the information within that fourteen (14) day period, BWCHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

Notice requirements related to denying admission to noncitizens are contained in Section 4.2.2.

EXHIBIT 4.1: DETAILED DEFINITIONS RELATED TO DISABILITIES

Person with Disabilities [24 CFR 5.403]

The term person with disabilities means a person who has any of the following types of conditions.

Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:

Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months

In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C.6001(8)], which defines developmental disability in functional terms as:

A severe, chronic disability of a person 5 years of age or older which:

Is attributable to a mental or physical impairment or combination of mental and physical impairments

Is manifested before the person attains age twenty-two

Is likely to continue indefinitely

Results in substantial functional limitations in three or more of the following areas of major life activity: (i) self-care, (ii) receptive and responsive language, (iii) learning, (iv) mobility, (v) self-direction, (vi) capacity for independent living, and (vii) economic self-sufficiency

Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated; except that such term, when applied to infants and young children, means individuals from birth to age 5, inclusive, who have substantial developmental delay or specific congenital or acquired conditions with a high probability of resulting in developmental disabilities if services are not provided."

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

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the

etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

Individual with Handicaps [24 CFR 8.3]

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

Physical or mental impairment includes:

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

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

Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment

Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment

5.0 APPLICATIONS, WAITING LIST AND TENANT SELECTION

When a family wishes to reside in public housing, the family must submit an application that provides BWCHA with the information needed to determine the family's eligibility. HUD requires BWCHA to place all eligible families that apply for public housing on a waiting list. When a unit becomes available, BWCHA must select families from the waiting list in accordance with HUD requirements and BWCHA policies as stated in its Admissions and Continued Occupancy Policy (ACOP) and its annual plan.

BWCHA is required to adopt a clear approach to accepting applications, placing families on the waiting list, and selecting families from the waiting list, and must follow this approach consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or BWCHA to receive preferential treatment.

HUD regulations require that BWCHA comply with all equal opportunity requirements and it must affirmatively further fair housing goals in the administration of the program [24 CFR 960.103, PH Occ GB p. 13]. Adherence to the selection policies described in this chapter ensures that BWCHA will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and BWCHA policies for taking applications, managing the waiting list and selecting families from the waiting list. BWCHA policies for assigning unit size and making unit offers are contained in Chapter 6. Together, Chapters 5 and 6 of the ACOP comprise BWCHA's Tenant Selection and Assignment Plan (TSAP).

The policies outlined in this chapter are organized into three sections, as follows:

Part I: The Application Process. This part provides an overview of the application process, and discusses how applicants can obtain and submit applications. It also specifies how BWCHA will handle the applications it receives.

Part II: Managing the Waiting List. This part presents the policies that govern how BWCHA's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for public housing. It also discusses the process BWCHA will use to keep the waiting list current.

Part III: Tenant Selection. This part describes the policies that guide BWCHA in selecting families from the waiting list as units become available. It also specifies how in-person interviews will be used to ensure that BWCHA has the information needed to make a final eligibility determination.

5.1 THE APPLICATION PROCESS

5.1.1 OVERVIEW

This part describes the policies that guide BWCHA's efforts to distribute and accept applications, and to make preliminary determinations of applicant family eligibility that affect placement of the family on the waiting list. This part also describes BWCHA's obligation to ensure the accessibility of the application process.

5.1.2 APPLYING FOR ASSISTANCE

Any family that wishes to reside in public housing must apply for admission to the program [24 CFR 1.4(b)(2)(ii), 24 CFR 960.202(a)(2)(iv), and PH Occ GB, p. 68]. HUD permits BWCHA to determine the format and content of its applications, as well how such applications will be made available to interested families and how applications will be accepted by BWCHA.

Depending upon the length of time that applicants may need to wait to be housed BWCHA may use a one or two-step application process.

A one-step process will be used when it is expected that a family will be selected from the waiting list within 60 days of the date of application. At application, the family must provide all of the information necessary to establish family eligibility and the amount of rent the family will pay.

A two-step process will be used when it is expected that a family will not be selected from the waiting list for at least 60 days from the date of application. Under the two-step application process, the application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application and results in the family's placement on the waiting list. The second phase is a full application and is the final determination of eligibility. BWCHA currently uses the two-step process.

Persons with disabilities who require a reasonable accommodation in completing a pre-application or application may call BWCHA to make special arrangements. A Telecommunication Device for the Deaf (TTY) is available for the deaf. The TTY telephone number is (360) 527.4655.

A. Pre-Applications

Families wishing to apply for the Public Housing Program will be required to complete the pre-application for public housing. Pre-application forms can be obtained from BWCHA during normal business hours. Families may also request – by telephone or by mail – that a form be sent to the family via first class mail.

Completed pre-applications must be returned to BWCHA by mail, by fax, or submitted in person during normal business hours. Pre Applications must be complete in order to be accepted by BWCHA for processing. If a pre-application is incomplete, BWCHA will notify the family of the additional information

required.

Pre-Applications will be accepted during regular business hours at:

208 Unity Street, Lower Level, Bellingham, Washington,

Due to the demand for housing in BWCHA jurisdiction, BWCHA may take pre-applications on an open enrollment basis, depending on the length of the waiting list.

The completed pre-application will be dated and time-stamped upon its return to BWCHA. Each applicant will receive a receipt from BWCHA that identifies the date and time the pre-application was received.

BWCHA initially will require families to provide only the information necessary to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and the amount of rent the family will pay when selected from the waiting list.

Upon receipt of the family's pre-application, the BWCHA will place the family on the waiting list. If BWCHA determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may, at any time, report in writing of any changes in his or her applicant status, including changes in family composition, income, or preference factors. BWCHA will annotate the applicant's file and will update his or her place on the waiting list. Confirmation of the changes will be confirmed with the family. Applicants are also required to respond to requests from BWCHA to update information on their application or to determine their continued interest in assistance.

B. Applications

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. Completed applications will be accepted for all applicants for whom BWCHA has made a preliminary determination of eligibility and BWCHA will verify the information on the application. BWCHA will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

Applicant families must notify BWCHA whenever they have a change of mailing address. The notice of a change in address must be in writing and must be signed by the applicant (head of household). BWCHA will not be responsible for any action or inaction that results from a failure of the family to properly notify BWCHA of a change of address.

5.1.3 ACCESSIBILITY OF THE APPLICATION PROCESS

BWCHA must take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard BWCHA application process.

Disabled Populations [24 CFR 8; PH Occ GB, p. 68]

BWCHA must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or BWCHA must provide an alternate approach that provides equal access to the application process. Chapter 2 provides a full discussion of BWCHA's policies related to providing reasonable accommodations for people with disabilities.

Limited English Proficiency

BWCHA is required to take reasonable steps to ensure meaningful access to their programs and activities by persons with limited English proficiency [24 CFR 1]. Chapter 2 provides a full discussion on BWCHA's policies related to ensuring access to people with limited English proficiency (LEP).

5.1.4 PLACEMENT ON THE WAITING LIST

BWCHA must review each completed pre-application received and make a preliminary assessment of the family's eligibility. BWCHA must place on the waiting list families for whom the list is open unless BWCHA determines the family to be ineligible. Where the family is determined to be ineligible, BWCHA must notify the family in writing [24 CFR 960.208(a); PH Occ GB, p. 41]. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants.

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

A. Ineligible for Placement on the Waiting List

If BWCHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible, BWCHA will send written notification of the ineligibility determination within 10 business days of receiving a completed application. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal hearing and explain the process for doing so (see Chapter 19).

B. Eligible for Placement on the Waiting List

Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. A final determination of eligibility and qualification for preferences will be made when the family is selected from the waiting list.

Applicants will be placed on the waiting list according to BWCHA preference(s) and the date and time their complete application is received by BWCHA.

BWCHA will assign families on the waiting list according to the bedroom size for which a family qualifies as established in its occupancy standards (see Chapter 6). Families may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines (as long as the unit is not overcrowded according to BWCHA standards and local codes). However, in these cases, the family must agree not to request a transfer for two years after admission, unless they have a change in family size or composition.

5.2 MANAGING THE WAITING LIST

5.2.1 OVERVIEW

BWCHA must have policies regarding the type of waiting list it will utilize as well as the various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families that are no longer interested in or eligible for public housing, and conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how BWCHA may structure its waiting list and how families must be treated if they apply for public housing at a PHA that administers more than one assisted housing program.

5.2.2 ORGANIZATION OF THE WAITING LIST

BWCHA's public housing waiting list must be organized in such a manner to allow BWCHA to accurately identify and select families in the proper order, according to the admissions policies described in this ACOP.

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

A. The pre-application will be a permanent file;

B. All pre-applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and

C. Any contacts between BWCHA and the applicant will be documented in the applicant file.

The pre-application will contain the following information for each applicant listed:

A. Name and social security number of head of household and spouse

B. Names, age and social security numbers of all members

C. Unit size required (number of family members)

D. Amount and source of annual income

E. Accessibility requirement, if any

F. Date and time of application or application number

G. Household type (family, elderly, disabled)

H. Admission preference, if any

I. Race and ethnicity of the head of household

J. Whether household has a pet

BWCHA will maintain two waiting lists, one county-wide waiting list and one city-wide waiting list for its developments. Within the list, BWCHA will designate subparts to easily identify who should be offered the next available unit (i.e. mixed populations, general occupancy, unit size, and accessible units).

HUD directs that a family that applies to reside in public housing must be offered the opportunity to be placed on the waiting list for any tenant-based or project-based voucher or moderate rehabilitation program that BWCHA operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs [24 CFR 982.205(a)(2)(i)].

BWCHA will not merge the public housing waiting list with the waiting list for any other program BWCHA operates.

5.2.3 OPENING AND CLOSING THE WAITING LIST

A. Opening the Waiting List

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

B. Closing the Waiting List

BWCHA is permitted to close the waiting list, in whole or in part, if it has an adequate pool of families to fill its developments. BWCHA may close the waiting list completely, or restrict intake by preference, type of project, or by size and type of dwelling unit. [PH Occ GB, p. 31].

BWCHA will close the waiting list when the estimated waiting period for housing applicants on the list reaches 24 months for the most current applicants. Where BWCHA has particular preferences or other criteria that require a specific category of family, BWCHA may elect to continue to accept applications from these applicants while closing the waiting list to others.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

C. Reopening the Waiting List

If the waiting list has been closed, it may be reopened at any time. BWCHA should publish a notice in local newspapers of general circulation, minority media, and other suitable media outlets that BWCHA is reopening the waiting list. Such notice must comply with HUD fair housing requirements. BWCHA should specify who may apply, and where and when applications will be received.

5.2.4 REPORTING CHANGES IN FAMILY CIRCUMSTANCES

While the family is on the waiting list, the family must inform BWCHA, within fourteen (14) calendar days, of changes in family size or composition, or contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing.

Changes in an applicant's circumstances while on the waiting list may affect the family's qualification for a particular bedroom size or entitlement to a preference. When an applicant reports a change that affects their placement on the waiting list, the waiting list will be updated accordingly.

5.2.5 UPDATING THE WAITING LIST

HUD requires BWCHA to establish policies to use when removing applicant names from the waiting list [24 CFR 960.202(a)(2)(iv)].

A. Purging the Waiting List

BWCHA will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom BWCHA has current information, i.e. applicant's address, family composition, income category, and preferences.

The decision to withdraw an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to BWCHA's request for information or updates because of the family member's disability, BWCHA must, upon the family's request, reinstate the applicant family to their former position on the waiting list as a reasonable accommodation [24 CFR 8.4(a), 24 CFR 100.204(a), and PH Occ GB, p. 39 and 40]. See Chapter 2 for further information regarding reasonable accommodations.

The waiting list will be updated as needed to ensure that all applicants and applicant information is current and timely.

To update the waiting list, BWCHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that BWCHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

The family's response must be in writing and may be delivered in person, by mail, or by fax. Responses should be postmarked or received by BWCHA not later than fourteen (14) calendar days from the date of BWCHA letter.

B. Removal from the Waiting List

BWCHA will remove applicants from the waiting list

1. If they have requested in writing that the name be removed. In such a case no informal hearing is required

2. The applicant fails to respond within fourteen (14) calendar days to a written request for information or a request to declare his or her continued interest in the program; or

3. The applicant fails to update his or her address and correspondence is returned by the post office to BWCHA; or

4. The applicant does not meet either the eligibility or suitability criteria for the program.

5. If the family fails to respond to a written request for information or a request to declare his or her continued interest in the program within fourteen (14) calendar days, the family will be removed from the waiting list without further notice.

6. If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

7. If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have fourteen (14) calendar days to respond from the date the letter was re-sent. If the family fails to respond within this time frame, the family will be removed from the waiting list without further notice. Families responding will be placed at the bottom of the pool.

When a family is removed from the waiting list during the update process for failure to respond, no informal hearing will be offered. Such failures to act on the part of the applicant prevent BWCHA from making an eligibility determination; therefore no informal hearing is required.

If a family is removed from the waiting list for failure to respond, the family may be reinstated if it is determined the lack of response was due to BWCHA error, or to circumstances beyond the family's control.

If BWCHA determines that the family is not eligible for admission or does not meet the suitability criteria (see Chapter 4) at any time while the family is on the waiting list the family will be removed from the waiting list.

If a family is removed from the waiting list because BWCHA has determined the family is not eligible for admission or does not meet the suitability criteria, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal hearing regarding BWCHA's decision (see Chapter 19) [24 CFR 960.208(a)].

5.2.6 NOTIFICATION OF NEGATIVE ACTIONS

All applicants who fail to complete the application process will be sent a notice of termination of the process for eligibility. Applicants will be offered the right to an informal review before being removed from the waiting list.

Any applicant whose name is being removed from the waiting list will be notified by BWCHA, in writing, that they have fourteen (14) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review, which is not a grievance and is not subject to the requirements of the Grievance Policy, pursuant to the informal review procedure set forth in Chapter 19 and thereafter file a grievance pursuant to the Grievance Policy in Chapter 19. The letter will also indicate that his or her name will be removed from the waiting list if he or she fails to respond within the timeframe specified. BWCHA system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that his or her failure to respond to a request for information or updates was caused by a disability, BWCHA will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the

waiting list based on the date and time of the original application.

5.3 RESIDENT SELECTION

5.3.1 OVERVIEW

BWCHA must establish tenant selection policies for families being admitted to public housing [24 CFR 960.201(a)]. BWCHA must not require any specific income or racial quotas for any developments [24 CFR 903.2(d)]. BWCHA must not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations [24 CFR 1.4(b)(1)(iii) and 24 CFR 903.2(d)(1)].

The order in which families will be selected from the waiting list depends on the selection method chosen by BWCHA and is impacted in part by any selection preferences that the family qualifies for. The availability of units also may affect the order in which families are selected from the waiting list.

BWCHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to BWCHA's selection policies [24 CFR 960.206(e)(2)].

BWCHA's policies must be posted any place where BWCHA receives applications. BWCHA must provide a copy of its tenant selection policies upon request to any applicant or tenant.

When an applicant or resident family requests a copy of BWCHA's tenant selection policies, BWCHA will provide copies to them free of charge.

5.3.2 SELECTION METHOD

BWCHA must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that BWCHA will use.

A. Local Preferences [24 CFR 960.206]

PHAs are permitted to establish local preferences and to give priority to serving families that meet those criteria. Any local preferences established must be consistent with BWCHA's agency plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources [24 CFR 960.206(a)].

1. BWCHA will select families based on the following local preferences within each bedroom size category based on the Bellingham Housing Authority and/or the Whatcom County Housing Authority local housing needs and priorities.

   Applicants who qualify for the following local preference are limited

annually to the number indicated of those applicants assisted during a calendar year. Applicants meeting this criteria shall be assisted in the following order:

Thirty (30) families who have either completed, or who are participants in good standing of a transitional housing program. Applicants in this category must be referred in writing by a transitional housing program.

The term "transitional housing" means housing, the purpose of which is to facilitate the movement of homeless individuals and families to permanent housing.

2. All other applicants

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

Not withstanding the above, families who are elderly or disabled will be offered housing before other single persons.

B. Income Targeting Requirement [24 CFR 960.202(b)]

HUD requires that extremely low-income (ELI) families make up at least 40% of the families admitted to public housing during BWCHA's fiscal year. ELI families are those with annual incomes at or below 30% of the area median income.

BWCHA shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met BWCHA shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, BWCHA will skip higher income families on the waiting list to reach extremely low-income families.

If admissions of extremely low-income families to BWCHA voucher program during a fiscal year exceed the seventy-five percent (75%) minimum targeting requirement for BWCHA's voucher programs, such excess shall be credited (subject to the limitations in this paragraph) against BWCHA's basic targeting requirements for the same fiscal year.

The fiscal year credit for voucher program admissions that exceeds the minimum voucher program targeting requirement shall not exceed the lower of:

1. Ten percent (10%) of public housing waiting list admissions during BWCHA fiscal year;

2. Ten percent (10%) of waiting list admissions to BWCHA's Section 8 Resident-based assistance program during BWCHA fiscal year; or

3. The number of qualifying low income families who commence occupancy during the fiscal year of BWCHA public housing units located in census tracts with a poverty rate of 30 % or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

If there are not enough extremely low-income families on the waiting list BWCHA will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

BWCHA will monitor progress in meeting the ELI requirement throughout the fiscal year. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met.

C. Mixed Population Developments [24 CFR 960.407]

A mixed population development is a public housing development or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character) or BWCHA at some point after its inception obtained HUD approval to give preference in tenant selection for all units in the development (or portion of a development) to elderly and disabled families [24 CFR 960.102]. Elderly family means a family whose head, spouse, co-head, or sole member is a person who is at least 62 years of age. Disabled family means a family whose head, spouse, co-head, or sole member is a person with disabilities [24 CFR 5.403]. BWCHA must give elderly and disabled families equal preference in selecting these families for admission to mixed population developments. BWCHA may not establish a limit on the number of elderly or disabled families that may occupy a mixed population development. In selecting elderly and disabled families to fill these units, BWCHA must first offer the units that have accessibility features for families that include a person with a disability and require the accessibility features of such units. BWCHA may not discriminate against elderly or disabled families that include children (Fair Housing Amendments Act of 1988).

D. Units Designated for Elderly or Disabled Families [24 CFR 945]

BWCHA may designate projects or portions of a public housing project specifically for elderly or disabled families. BWCHA must have a HUD-approved allocation plan before the designation may take place.

Among the designated developments, BWCHA must also apply any preferences that it has established. If there are not enough elderly families to occupy the units in a designated elderly development, BWCHA may allow near-elderly families to occupy the units [24 CFR 945.303(c)(1)]. Near-elderly family means a family

whose head, spouse, or co-head is at least 50 years old, but is less than 62 [24 CFR 5.403].

If there are an insufficient number of elderly families and near elderly families for the units in a development designated for elderly families, BWCHA must make available to all other families any unit that is ready for re-rental and has been vacant for more than 60 consecutive days [24 CFR 945.303(c)(2)]. Units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

The decision of any disabled family or elderly family not to occupy or accept occupancy in designated housing shall not have an adverse affect on their admission or continued occupancy in public housing or their position on or placement on the waiting list. However, this protection does not apply to any family who refuses to occupy or accept occupancy in designated housing because of the race, color, religion, sex, disability, familial status, or national origin of the occupants of the designated housing or the surrounding area [24 CFR 945.303(d)(1) and (2)].

This protection does apply to an elderly family or disabled family that declines to accept occupancy, respectively, in a designated project for elderly families or for disabled families, and requests occupancy in a general occupancy project or in a mixed population project [24 CFR 945.303(d)(3)].

E. Accessible Units

Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

F. Deconcentration of Poverty and Income-Mixing [24 CFR 903.1 and 903.2]

BWCHA's admission policy is designed to provide for deconcentration of poverty and income-mixing. BWCHA will encourage diverse income families to intermingle by bringing higher income families into lower income developments and lower income families into higher income developments. A statement of BWCHA’s deconcentration policies must be in included in its annual plan [24 CFR 903.7(b)].

To accomplish this goal, BWCHA may temporarily bypass families on the waiting list to reach other families with a lower or higher income. BWCHA will

accomplish this in a uniform and non-discriminating manner.

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

BWCHA's deconcentration policy must comply with its obligation to meet the income targeting requirement [24 CFR 903.2(c)(5)].

Developments subject to the deconcentration requirement are referred to as 'covered developments' and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements: developments operated by a PHA with fewer than 100 public housing units; mixed population or developments designated specifically for elderly or disabled families; developments operated by a PHA with only one general occupancy development; developments approved for demolition or for conversion to tenant-based public housing; and developments approved for a mixed-finance plan using HOPE VI or public housing funds [24 CFR 903.2(b)].

Steps for Implementation [24 CFR 903.2(c)(1)]

To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, BWCHA must comply with the following steps:

Step 1. BWCHA must determine the average income of all families residing in all BWCHA's covered developments. BWCHA may use the median income, instead of average income, provided that BWCHA includes a written explanation in its annual plan justifying the use of median income.

BWCHA will determine the average income of all families in all covered developments on an annual basis.

Step 2. BWCHA must determine the average income (or median income, if median income was used in Step 1) of all families residing in each covered development. In determining average income for each development, BWCHA has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD.

Prior to the beginning of each fiscal year, BWCHA will analyze the income levels of families residing in each of its developments, the income levels of census tracts in which its developments are located, and the income levels of the families on the waiting list. Based on this analysis, BWCHA will determine the level of marketing strategies and incentives to implement.

Deconcentration Incentives

BWCHA may offer one or more incentives to encourage applicant families whose income classification would help to meet the income goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

Depending on local circumstances BWCHA's deconcentration policy may include, but is not limited to the following:

Providing incentives to encourage families to accept units in developments where their income level is needed, including rent incentives, affirmative marketing plans, or added amenities

Targeting investment and capital improvements toward developments with an average income below the EIR to encourage families with incomes above the EIR to accept units in those developments

Establishing a preference for admission of working families in developments below the EIR

Skipping a family on the waiting list to reach another family in an effort to further the goals of deconcentration

Providing other strategies permitted by statute and determined by BWCHA in consultation with the residents and the community through the annual plan process to be responsive to local needs and BWCHA strategic objectives

A family has the sole discretion whether to accept an offer of a unit made under BWCHA's deconcentration policy. BWCHA must not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under BWCHA's deconcentration policy [24 CFR 903.2(c)(4)].

If, at annual review, the average incomes at all general occupancy developments are within the EIR, BWCHA will be considered to be in compliance with the deconcentration requirement and no further action is required.

5.3.3 NOTIFICATION OF SELECTION

When the family has been selected from the waiting list, BWCHA must notify the family.

BWCHA will notify the family by first class mail when it is selected from the waiting list.

The notice will inform the family of the following:

A. Documents that must be provided to document the legal identity of household members, including information about what constitutes acceptable documentation.

B. Documents that must be provided to document eligibility for a preference, if applicable

C. Other documents and information that should be provided

If a notification letter is returned to BWCHA with no forwarding address, the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents BWCHA from making an eligibility determination; therefore no informal hearing will be offered.

5.3.4 FINAL ELIGIBILITY DETERMINATION

[24 CFR 960.208]

BWCHA must verify all information provided by the family (see Chapter 9). Based on verified information related to the eligibility requirements, including BWCHA suitability standards, BWCHA must make a final determination of eligibility (see Chapter 4).

When a determination is made that a family is eligible and satisfies all requirements for admission, including tenant selection criteria, the applicant must be notified of the approximate date of occupancy insofar as that date can be reasonably determined [24 CFR 960.208(b)].

BWCHA will notify a family in writing of their eligibility within 10 business days of the determination and will provide the approximate date of occupancy insofar as that date can be reasonably determined.

Ay time after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, with fourteen (14) calendar days of the changed. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for an informal hearing.

Informal Review

BWCHA must promptly notify any family determined to be ineligible for admission of the basis for such determination, and must provide the applicant upon request, within a reasonable time after the determination is made, with an opportunity for an informal hearing on such determination [24 CFR 960.208(a)].

A. If BWCHA determines that the family is ineligible, BWCHA will send written notification of the ineligibility determination within 10 business days of the

determination. . The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within fourteen (14) calendar daysof the denial pursuant to the Grievance Policy set forth in Chapter 19.

B. The resident family may request that BWCHA provide for an Informal Hearing, pursuant to the Grievance Policy set forth in Section 24 herein after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the resident family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision. For the resident families, the Informal Hearing Process above will be utilized with the exception that the resident family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision, and not the 14 day timeline contained in the Grievance Policy.

C. If BWCHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before BWCHA can move to deny the application. See Section 4.3.6. for BWCHA's policy regarding such circumstances.

5.3.5 ORDER OF SELECTION

[24 CFR 960.206(e)]

BWCHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is as follows:

A. BWCHA system of preferences selects families from the waiting list based on preference. Among applicants with the same preference, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by BWCHA.

B. When selecting applicants from the waiting list BWCHA will match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting lists. BWCHA will offer the unit to the highest ranking applicant who qualifies for that unit size or type, or that requires the accessibility features. Studio and one bedroom apartments are considered the same unit size. Applicants who turn down studio units for medical reasons confirmed by a medical professional will not be subject to the turn down rule.

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

D. Factors such as deconcentration or income mixing and income targeting will also be considered in accordance with HUD requirements and BWCHA policy.

6.0 OCCUPANCY STANDARDS AND UNIT OFFERS

BWCHA must establish policies governing occupancy of dwelling units and offering dwelling units to qualified families.

This chapter contains policies for assigning unit size and making unit offers. BWCHA's waiting list and selection policies are contained in Chapter 5. Together, Chapters 5 and 6 of the ACOP comprise BWCHA's Tenant Selection and Assignment Plan (TSAP).

Policies in this chapter are organized in two parts.

Part I: Occupancy Standards. This part contains BWCHA's standards for determining the appropriate unit size for families of different sizes and types.

Part II: Unit Offers. This part contains BWCHA's policies for making unit offers, and describes actions to be taken when unit offers are refused.

6.1 OCCUPANCY STANDARDS

6.1.1 OVERVIEW

Occupancy standards are established by BWCHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. Part I of this chapter explains the occupancy standards. These standards describe the methodology and factors BWCHA will use to determine the size unit for which a family qualifies, and includes the identification of the minimum and maximum number of household members for each unit size. This part also identifies circumstances under which an exception to the occupancy standards may be approved.

6.1.2 DETERMINING UNIT SIZE

In selecting a family to occupy a particular unit, BWCHA may match characteristics of the family with the type of unit available, for example, number of bedrooms [24 CFR 960.206(c)].

HUD does not specify the number of persons who may live in public housing units of various sizes. BWCHA is permitted to develop appropriate occupancy standards as long as the standards do not have the effect of discriminating against families with children

[PH Occ GB, p. 62].

The following guidelines will determine each family' unit size without overcrowding or over-housing.

BEDROOM SIZE	MINIMUM NUMBER OF PERSONS	MAXIMUM NUMBER OF PERSONS
0	1	1
1	1	3
2	2	5
3	3	7
4	4	At BWCHA discretion

Although BWCHA does determine the size of unit the family qualifies for under the occupancy standards, BWCHA does not determine who shares a bedroom/sleeping room. However, there must be a least one person per bedroom.

BWCHA's occupancy guideline standards for determining unit size must be applied in a manner consistent with fair housing requirements.

BWCHA will use the same occupancy standards for each of its developments.

For occupancy standards, an adult is a person 18 years or older or an emancipated minor.

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be assigned that use these principles. BWCHA's occupancy standards are as follows:

BWCHA will assign one bedroom for each two persons within the household, except in the following circumstances:

A. Persons of the opposite sex (other than spouses, and children under age 6) and unrelated adults will not be required to share a bedroom.

B. Persons of different generations will not be required to share a bedroom.

C. Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family.

D. Single person families will be allocated a zero or one bedroom.

E. Foster children will be included in determining unit size only if they will be in the unit for more than six months

F. Space may be provided for a child who is away at school but who lives with the family during school recesses.

G. Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

6.1.3 EXCEPTIONS TO OCCUPANCY STANDARDS

A. Types of Exceptions

BWCHA will grant exceptions from the guidelines in cases where it is the family's request or BWCHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available.

When evaluating exception requests BWCHA will consider the size and configuration of the unit. In no case will BWCHA grant an exception that is in violation of local housing or occupancy codes, regulations or laws.

If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

1. Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer for a period of two years from the date of admission unless their family size or composition changes.

2. AtBWCHA's discretion the family may be offered a unit smaller than the preferred unit size, based on BWCHA's occupancy standards, if in doing so the family has an opportunity to be housed earlier or live in a preferred project.

3. BWCHA may offer a family a unit that is larger than required by BWCHA's occupancy standards, if the waiting list is short of families large enough to fill the vacancy, or BWCHA determines that the common area for the project is insufficient for accommodating any additional large families.

4. In all cases, where the family requests an exception to the general occupancy standards, BWCHA will evaluate the relationship and ages of all family members and the overall size of the unit.

5. The family may request to be placed on a larger bedroom size waiting list than indicated by BWCHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size and must be verified by the BWCHA before the family is placed on the larger bedroom size list. BWCHA will consider these requests:

B. Person with Disability

BWCHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in Section 2, Accommodations Policy.

C. Other Circumstances

Circumstances may dictate a larger size than the occupancy standards permit when:

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a licensed physician.

Requests based on health-related reasons must be verified by a licensed physician.

The BWCHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

All members of the family residing in the unit must be approved by the BWCHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform BWCHA within fourteen (14) calendar days.

To avoid vacancies, BWCHA may provide an applicant family with a larger unit than the occupancy standards permit. However, in these cases the family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available for the family to transfer to. This requirement is a provision of the lease.

D. Processing of Exceptions

1. All requests for exceptions to the occupancy standards must be submitted in writing. In all cases, where the family requests an exception to the general occupancy standards, BWCHA will evaluate the relationship and ages of all family members and the overall size of the unit.

2. In the case of a request for exception as a reasonable accommodation, BWCHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, BWCHA will consider the exception request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

Requests for a larger size unit must explain the need or justification for the larger size unit, and must include appropriate documentation. Requests based on health-

related reasons must be verified by a knowledgeable professional source, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.

BWCHA will notify the family of its decision within 10 business days of receiving the family's request.

6.2 UNIT OFFERS

24 CFR 1.4(b)(2)(ii); 24 CFR 960.208

6.2.1 OVERVIEW

BWCHA must assign eligible applicants to dwelling units in accordance with a plan that is consistent with civil rights and nondiscrimination to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin.

In filling an actual or expected vacancy, BWCHA must offer the dwelling unit to an applicant in the appropriate sequence. BWCHA will offer the unit until it is accepted. This section describes

BWCHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list. This section also describes BWCHA's policies for offering units with accessibility features.

6.2.2 OFFER OF A UNIT

Under this plan the first qualified applicant in sequence on the waiting list will be made an offer of a unit of the appropriate size. Studio and one bedroom apartments are considered the same unit size. Applicants who turn down studio units for medical reasons confirmed by a medical professional will not be subject to the turn down rule.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

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

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Resident Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable.

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

Factors such as deconcentration or income mixing and income targeting will also be considered in accordance with HUD requirements and BWCHA policy.

6.2.3 NUMBER OF OFFERS

The applicant will have the opportunity to make two refusals. If, on the third offer, the applicant rejects the offer, his or her name will be removed from the waiting list and he or she would have to re-apply.

6.2.4 TIME LIMIT FOR UNIT OFFER ACCEPTANCE OR REFUSAL

Applicants must accept or refuse a unit offer within 3 business days of the date of the unit offer.

Offers made by telephone will be confirmed by letter.

6.2.5 REJECTION OF UNIT OFFERS

If in making the offer to the family BWCHA skipped over other families on the waiting list in order to meet their economic income goal or offered the family any other incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized. If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

If BWCHA did not skip over other families on the waiting list to reach this family or did not offer any other economic income incentive, and the family rejects the first and second offers BWCHA will place the applicant on the bottom of the waiting pool list. Refusal of the third offer will result in the removal of the applicant from the waiting list. Removal from the waiting list means the applicant must reapply if they choose to be placed back on the waiting list.

A. Good Cause for Unit Refusal

An elderly or disabled family may decline an offer for designated housing. Such a refusal must not adversely affect the family's position on or placement on the public housing waiting list [24 CFR 945.303(d)].

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. The family will be offered the right to an informal review of the decision to alter their application status.

Applicants may refuse to accept a unit offer for "good cause." Good cause includes situations in which an applicant is willing to move but is unable to do so at the time of the unit offer, or the applicant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc. [PH Occ GB, p. 104]. Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, 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 BWCHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should 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

A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (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.

The unit has lead-based paint and the family includes children under the age of six

In the case of a unit refusal for good cause the applicant will not be removed from the waiting list as described later in this section. The applicant will remain at the top of the waiting list until the family receives an offer for which they do not have good cause to refuse.

BWCHA will require documentation of good cause for unit refusals.

B. Unit Refusal Without Good Cause

When an applicant rejects the final unit offer without good cause, BWCHA will remove the applicant's name from the waiting list and send notice to the family of such removal. The notice will inform the family of their right to request an informal hearing and the process for doing so (see Chapter 19).

The applicant may reapply for assistance if the waiting list is open. If the waiting list is not open, the applicant must wait to reapply until BWCHA opens the waiting list.

6.2.6. ACCEPTANCE OF UNIT

The family will have 3 business days following the date the unit is offered to accept the unit. The family will be required to sign a lease that will become effective no later than three (3) calendar days after the date of acceptance. Failure to reply to the offer will be considered a rejection of the unit by the applicant.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the Grievance Policy, utility allowances, utility charges, the current schedule of routine maintenance charges, and a Request for Reasonable Accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with BWCHA personnel. The certification will be filed in the Resident's file.

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

6.2.7 ACCESSIBLE UNITS

[24 CFR 8.27]

BWCHA must adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with disabilities, and take reasonable nondiscriminatory steps to maximize the utilization of such units by eligible individuals whose disability requires the accessibility features of a particular unit.

For the offer of accessible units, the following principles shall apply:

BWCHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

When an accessible unit becomes vacant, before offering such units to a non-disabled applicant BWCHA must offer such units:

A. First, to a current resident of another unit of the same development, or other public housing development under BWCHA's control, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features, or if no such occupant exists, then

B. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

Families requiring an accessible unit may be over-housed in such a unit if there are no resident or applicant families of the appropriate size who also require the accessible features of the unit.

When there are no resident or applicant families requiring the accessible features of the unit, including families who would be over-housed, BWCHA will offer the unit to a non-disabled applicant.

When offering an accessible unit to a non-disabled applicant, BWCHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the non-disabled family. This requirement will be a provision of the lease agreement.

6.2.8 DESIGNATED HOUSING

When applicable, BWCHA's policies for offering units designated for elderly families only or for disabled families only are described in BWCHA's Designated Housing Plan.

An elderly or disabled family may decline an offer for designated housing. Such a refusal must not adversely affect the family's position on or placement on the public housing waiting list [24 CFR 945.303(d)].

7.0 INCOME

[24 CFR Part 5, Subparts E and F; 24 CFR 960, Subpart C]

INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's rent payment. BWCHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. This chapter describes HUD regulations and BWCHA policies related to these topics in three parts as follows:

Part I: Annual Income. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. These requirements and BWCHA policies for calculating annual income are found in Part I.

Part II: Adjusted Income. Once annual income has been established HUD regulations require BWCHA to subtract from annual income any of five mandatory deductions for which a family qualifies. These requirements and BWCHA policies for calculating adjusted income are found in Part II.

Calculating Rent. Chapter 8 describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining family rent payment. Also included here are flat rents and the family's choice in rents.

7.1 ANNUAL INCOME

7.1.1 OVERVIEW

The general regulatory definition of annual income shown below is from 24 CFR 5.609.

5.609

Annual income means all amounts, monetary or not, which:

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

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual recertification effective date; and

C. Which are not specifically excluded in paragraph [5.609(c)].

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

In addition to this general definition, HUD regulations establish policies for treating

specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Inclusions (Exhibit 7-1)
- Annual Income Exclusions (Exhibit 7-2)
- Treatment of Family Assets (Exhibit 7-3)
- The Effect of Welfare Benefit Reduction (Exhibit 7-4)

Sections 7-I.B and 7-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. HUD regulations present income inclusions and exclusions separately [24 CFR 5.609(b) and 24 CFR 5.609(c)]. In this ACOP, however, the discussions of income inclusions and exclusions are integrated by topic (e.g., all policies affecting earned income are discussed together in section 7-I.D). Verification requirements for annual income are discussed in Chapter 8.

7.1.2 HOUSEHOLD COMPOSITION AND INCOME

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(a)(1)].
Head, spouse, or co-head Other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under 18 years of age	Employment income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or co-head)	Employment income above $480/year is excluded [24 CFR 5.609(c)(11)]. All other sources of income, except those specifically excluded by the regulations, are included.

A. Temporarily Absent Family Members

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit

B. Caretakers for a Child

If neither a parent nor a designated guardian remains in a household receiving assistance, BWCHA will take the following actions.

If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases BWCHA will extend the caretaker's status as an eligible visitor.

At any time that custody or guardianship legally has been awarded to a caretaker, the lease will be transferred to the caretaker, as head of household.

During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

7.1.3 ANTICIPATING ANNUAL INCOME

BWCHA is required to count all income "anticipated to be received from a source outside the family during the 12-month period following admission or annual recertification effective date" [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

A. Basis of Annual Income Projection

B. BWCHA generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes BWCHA to use other than current circumstances to anticipate income when:

1. An imminent change in circumstances is expected

2. It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]

3. BWCHA believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

When BWCHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), BWCHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to BWCHA to show why the historic pattern does not represent the family's anticipated income.

4. Known Changes in Income

If BWCHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases BWCHA will calculate annual income using current circumstances and then require an interim recertification when the change actually occurs. This requirement will be imposed even if BWCHA's policy on Recertifications does not require interim Recertifications for other types of changes.

C. Using Up-Front Income Verification (UIV) to Project Income

HUD strongly recommends the use of up-front income verification (UIV). UIV is "the verification of income, before or during a family recertification, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals" [PIH Notice 2004-01 Verification Guidance ("VG"), p. 7].

HUD allows BWCHA to use UIV information in conjunction with family-provided documents to anticipate income.

BWCHA procedures for anticipating annual income will include the use of UIV methods approved by HUD in conjunction with family-provided documents dated within the last 60 days of BWCHA interview date.

BWCHA will follow "HUD Guidelines for Projecting Annual Income When Up-Front Income Verification (UIV) Data Is Available" in handling differences between UIV and family-provided income data. The guidelines depend on whether a difference is substantial or not. HUD defines substantial difference as a

difference of $200 or more per month.

1. No Substantial Difference.

   If UIV information for a particular income source differs from the information provided by a family by less than $200 per month, BWCHA will follow these guidelines:

   If the UIV figure is less than the family's figure, BWCHA will use the family's information.

   If the UIV figure is more than the family's figure, BWCHA will use the UIV data unless the family provides documentation of a change in circumstances to explain the discrepancy (e.g., a reduction in work hours). Upon receipt of acceptable family-provided documentation of a change in circumstances, BWCHA will use the family-provided information.

2. Substantial Difference.

   If UIV information for a particular income source differs from the information provided by a family by $200 or more per month, BWCHA will follow these guidelines:

   BWCHA will request written third-party verification from the discrepant income source in accordance with 24 CFR 5.236(b)(3)(i).

   When BWCHA cannot readily anticipate income (e.g., in cases of seasonal employment, unstable working hours, or suspected fraud), BWCHA will review historical income data for patterns of employment, paid benefits, and receipt of other income.

   BWCHA will analyze all UIV, third-party, and family-provided data and attempt to resolve the income discrepancy.

   BWCHA will use the most current verified income data and, if appropriate, historical income data to calculate anticipated annual income.

7.1.4 EARNED INCOME

A. Types of Earned Income Included in Annual Income

1. Wages and Related Compensation [24 CFR 5.609(b)(1)]

   The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual

For persons who regularly receive bonuses or commissions, BWCHA will verify and then average amounts received for the two years preceding admission or recertification. If only a one-year history is available, BWCHA will use the prior year amounts. In either case the family may provide, and BWCHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, BWCHA will count only the amount estimated by the employer.

2. Some Types of Military Pay

All regular pay, special pay and allowances of a member of the Armed Forces are counted [24 CFR 5.609(b)(8)] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)].

3. Business Income

The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family. See 7.I.6.

B. Types of Earned Income Excluded in Annual Income

1. Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]

This type of income (including gifts) is not included in annual income.

Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed.

2. Children's Earnings [24 CFR 5.609(c)(1)]

Employment income earned by children (including foster children) under the age of 18 years is not included in annual income. (See Eligibility chapter for a definition of foster children.)

3. Certain Earned Income of Full-Time Students

Earnings in excess of $480 for each full-time student 18 years old or older

(except for the head, spouse, or co-head) are not counted [24 CFR 5.609(c)(11)]. To be considered "full-time," a student must be considered "full-time" by an educational institution with a degree or certificate program.

4. Income of a Live-in Aide.

   Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)]. (See Eligibility chapter for a full discussion of live-in aides.)

5. Income Earned under Certain Federal Programs [24 CFR 5.609(c)(17)]

   Income from some federal programs is specifically excluded from consideration as income, including:

   i. Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)

   ii. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))

   iii. Awards under the federal work-study program (20 U.S.C. 1087 uu)

   iv. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))

   v. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))

   vi. Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

6. Resident Service Stipend [24 CFR 5.600(c)(8)(iv)]

   Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed $200 per individual per month) received by a resident for performing a service for BWCHA, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of BWCHA's governing board. No resident may receive more than one such stipend during the same period of time.

7. State and Local Employment Training Program

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v)].

BWCHA defines training program as "a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education" [expired Notice PIH 98-2, p. 3].

BWCHA defines incremental earnings and benefits as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

In calculating the incremental difference, BWCHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with BWCHA's interim reporting requirements (see chapter on Recertifications).

8. HUD-Funded Training Programs

Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

To qualify as a training program, the program must meet the definition of training program provided above for state and local employment training programs.

9. Earned Income Tax Credit.

Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee's payroll check.

10. Earned Income Disallowance.

The earned income disallowance is discussed in Section 7.1.5 below.

7.1.5 EARNED INCOME DISALLOWANCE

[24 CFR 960.255]

The earned income disallowance (EID) encourages people to enter the work force by not including the full value of increases in earned income for a period of time. Eligibility criteria and limitations on the disallowance are summarized below.

A. Eligibility

This disallowance applies only to individuals in families already participating in the public housing program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

1. Employment of a family member who was previously unemployed for one or more years prior to employment. The HUD definition of "previously unemployed" includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage applicable to the community The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.

2. Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].

3. New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy

Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least $500.

B. Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income."

BWCHA defines prior income, or prequalifying income, as the family member's last certified income prior to qualifying for the EID.

The family member's prior, or prequalifying, income remains constant throughout the period that he or she is receiving the EID.

1. Initial 12-Month Exclusion

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

2. Second 12-Month Exclusion and Phase-In

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

3. Lifetime Limitation

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.

During the 48-month eligibility period, BWCHA will conduct an interim recertification each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month phase-in exclusion).

Applicability to 18-month Training Income Exclusions [formerly found in 24 CFR 5.609(c)(13)]:

If a tenant meets the criteria for the mandatory earned income disallowance as outlined in 24 CFR 960.255, BWCHA shall not deny a tenant the disallowance based on receipt of the earlier 18-month exclusion.

7.1.6 BUSINESS INCOME

[24 CFR 5.609(b)(2)]

Annual income includes "the net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family" [24 CFR 5.609(b)(2)].

A. Business Expenses

Net income is "gross income less business expense."

To determine business expenses that may be deducted from gross income, BWCHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

B. Business Expansion

HUD regulations do not permit BWCHA to deduct from gross income expenses for business expansion.

Business expansion is defined as any capital expenditures made to add new

business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

C. Capital Indebtedness

HUD regulations do not permit BWCHA to deduct from gross income the amortization of capital indebtedness.

Capital indebtedness is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means BWCHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

D. Negative Business Income

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

E. Withdrawal of Cash or Assets from a Business

HUD regulations require BWCHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

F. Co-owned Businesses

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

7.1.7 MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a Personal Declaration every 90 days or 3 months.

Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

BWCHA will request credit checks for all adult members of families that report zero income.

Where credit reports show credit accounts open and payments current, BWCHA will take action to investigate the possibility of fraud or program abuse.

7.1.8 ASSETS

[24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]

A. Overview

There is no asset limitation for participation in the public housing program. However, HUD requires that BWCHA include in annual income the "interest, dividends, and other net income of any kind from real or personal property" [24 CFR 5.609(b)(3)]. This section discusses how the income from various types of assets is determined. For most types of assets, BWCHA must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this section discusses:

1. How the value of the asset will be determined

2. How income from the asset will be calculated

Exhibit 7-1 provides the regulatory requirements for calculating income from assets [24 CFR 5.609(b)(3)], and Exhibit 7-3 provides the regulatory definition of net family assets. This section begins with a discussion of general policies related to assets and then provides HUD rules and BWCHA policies related to each type of asset.

B. General Policies

1. Income from Assets

BWCHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes BWCHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months or (3) BWCHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, BWCHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

2. Valuing Assets

The calculation of asset income sometimes requires BWCHA to make a distinction between an asset's market value and its cash value.

The market value of an asset is its worth (e.g., the amount a buyer would pay for real estate or the balance in an investment account).

The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions [PH Occ GB, p. 121].

3. Lump-Sum Receipts

Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account) [RHIIP FAQs]. (For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see sections 7.1.9 and 7.1.10)

4. Imputing Income from Assets [24 CFR 5.609(b)(3)]

When net family assets are $5,000 or less, BWCHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of $5,000, BWCHA will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the current HUD-established passbook savings rate.

5. Determining Actual Anticipated Income from Assets

It may or may not be necessary for BWCHA to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

6. Withdrawal of Cash or Liquidation of Investments

Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts

invested by the family. For example, when a family member retires, the amount received by the family from a retirement plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement fund.

7. Jointly Owned Assets

The regulation at 24 CFR 5.609(a)(4) specifies that annual income includes "amounts derived (during the 12-month period) from assets to which any member of the family has access."

If an asset is owned by more than one person and any family member has unrestricted access to the asset, BWCHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, BWCHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, BWCHA will prorate the asset evenly among all owners.

8. Assets Disposed Of for Less than Fair Market Value [24 CFR 5.603(b)]

HUD regulations require BWCHA to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/recertification, except as noted below.

9. Minimum Threshold

BWCHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than $1,000.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).

Assets placed by the family in nonrevocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

10. Separation or Divorce

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

11. Foreclosure or Bankruptcy

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

12. Family Declaration

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. BWCHA may verify the value of the assets disposed of if other information available to BWCHA does not appear to agree with the information reported by the family.

C. Types of Assets

1. Checking and Savings Accounts

For regular checking accounts and savings accounts, cash value has the same meaning as market value. If a checking account does not bear interest, the anticipated income from the account is zero.

In determining the value of a checking account, BWCHA will use the average monthly balance for the last six months.

In determining the value of a savings account, BWCHA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, BWCHA will multiply the value of the account by the current rate of interest paid on the account.

2. Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

In determining the market value of an investment account, BWCHA will use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), BWCHA will calculate asset income based on the earnings for the most recent reporting period.

3. Equity in Real Property or Other Capital Investments

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset [PH, p. 121].

Equity in real property and other capital investments is considered in the calculation of asset income except for the following types of assets:

i. Equity accounts in HUD homeownership programs [24 CFR 5.603(b)]

ii. Equity in real property when a family member's main occupation is real estate. This real estate is considered a business asset, and income related to this asset will be calculated as described in section 7.1.6.

iii. Interests in Indian Trust lands [24 CFR 5.603(b)]

iv. Real property and capital assets that are part of an active business or farming operation.

A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.

In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The

interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless BWCHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

4. Trusts

A trust is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

i. Revocable Trusts

ii. If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

iii. Nonrevocable Trusts

iv. In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate [24 CFR 5.603(b)]. (Periodic payments are covered in section 7-I.H. Lump-sum receipts are discussed earlier in this section.)

5. Retirement Accounts

i. Company Retirement/Pension Accounts

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, BWCHA must know whether the money is accessible before retirement.

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset.

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate except to the extent that it represents funds invested in the account by the family member. (For more on periodic payments, see section 7-I.H.) The balance in the account is counted as an asset only if it remains accessible to the family member.

ii. IRA, Keogh, and Similar Retirement Savings Accounts

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty.

D. Personal Property

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset.

In determining the value of personal property held as an investment, BWCHA will use the family's estimate of the value. However, BWCHA also may obtain an appraisal if appropriate to confirm the value of the asset. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary items of personal property are not considered assets [24 CFR 5.603(b)].

Necessary personal property consists of items such as clothing, furniture, household furnishings, jewelry that is not held as an investment, and vehicles, including those specially equipped for persons with disabilities.

E. Life Insurance

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

7.1.9 PERIODIC PAYMENTS

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

Periodic Payments Included in Annual Income

A. Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions. However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family [24 CFR 5.609(b)(4) and (b)(3)].

B. Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum [24 CFR 5.609(b)(4)]

C. Lump-Sum Payments for the Delayed Start of a Periodic Payment

Most lump sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income [CFR 5.609(b)(4)].

See the chapter on Recertifications for information about a family's obligation to report lump-sum receipts between annual Recertifications.

Periodic Payments Excluded from Annual Income

A. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone) [24 CFR 5.609(c)(2)]

B. BWCHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare.

C. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]

D. Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)]

E. Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)]

F. Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)]. Note: EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.

G. Lump sums received as a result of delays in processing Social Security and SSI payments [24 CFR 5.609(b)(4)].

7.1.10 PAYMENTS IN LIEU OF EARNINGS

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income [24 CFR 5.609(b)(5)] if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts [24 CFR 5.609(c)(3)]. (See also the discussion of periodic payments in section 7.1.9 and the discussion of lump-sum receipts in section 7.1.10.)

7.1.11 WELFARE ASSISTANCE

A. Overview

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

B. Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]

BWCHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 7-5. The requirements are summarized below. This rule applies only if a family was a public housing resident at the time the sanction was imposed.

1. Covered Families

The families covered by 24 CFR 5.615 are those "who receive welfare assistance or other public assistance benefits ('welfare benefits') from a State or other public agency ('welfare agency') under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance" [24 CFR 5.615(b)]

2. Imputed Income

When a welfare agency imposes a sanction that reduces a family's welfare income because the family commits fraud or fails to comply with the agency's economic self-sufficiency program or work activities

requirement, BWCHA must include in annual income "imputed" welfare income. BWCHA must request that the welfare agency inform BWCHA when the benefits of a public housing resident are reduced. The imputed income is the amount the family would have received if the family had not been sanctioned.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

3. Offsets

The amount of the imputed income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

7.1.12 PERIODIC AND DETERMINABLE ALLOWANCES

[24 CFR 5.609(b)(7)]

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with a resident family.

A. Alimony and Child Support

BWCHA must count alimony or child support amounts awarded as part of a divorce or separation agreement.

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

B. Regular Contributions or Gifts

BWCHA must count as income regular monetary and nonmonetary contributions or gifts from persons not residing with a tenant family [24 CFR 5.609(b)(7)]. Temporary, nonrecurring, or sporadic income and gifts are not counted [24 CFR 5.609(c)(9)].

Examples of regular contributions include: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) "in-kind"

contributions such as groceries and clothing provided to a family on a regular basis.

Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by BWCHA. For contributions that may vary from month to month (e.g., utility payments), BWCHA will include an average amount based upon past history.

7.1.13 ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME

Other exclusions contained in 24 CFR 5.609(c) that have not been discussed earlier in this chapter include the following:

A. Reimbursement of medical expenses [24 CFR 5.609(c)(4)]

B. The full amount of student financial assistance paid directly to the student or to the educational institution [24 CFR 5.609(c)(6)], except that in accordance with Section 224 of the FY 2005 Appropriations Act, the portion of any athletic scholarship assistance available for housing costs must be included in annual income [PIH Notice 2005-16].

C. Regular financial support from parents or guardians to students for food, clothing personal items, and entertainment is not considered student financial assistance and is included in annual income.

D. Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]

E. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(c)(8)(ii)]

F. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)]

G. Adoption assistance payments in excess of $480 per adopted child [24 CFR 5.609(c)(12)]

H. Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)]

I. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

[24 CFR 5.609(c)(16)]

J. Amounts specifically excluded by any other federal statute [24 CFR 5.609(c)(17)]. HUD publishes an updated list of these exclusions periodically. It includes:

1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))

2. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)

3. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))

4. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)

5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))

6. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)) (Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931).)

7. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)

8. The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)

9. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu)

10. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))

11. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement

in Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.)

12. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)

13. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)

14. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))

15. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)

16. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))

17. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805)

18. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)

19. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

7.2 ADJUSTED INCOME

7.2.1 OVERVIEW

HUD regulations require BWCHA to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

A. Mandatory deductions. In determining adjusted income, BWCHA will deduct the following amounts from annual income:

1. $480 for each dependent;

2. $400 for any elderly family or disabled family;

3. The sum of the following, to the extent the sum exceeds three percent of annual income:

4. Unreimbursed medical expenses of any elderly family or disabled family;

5. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and

6. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

Verification requirements related to these deductions are found in Chapter 9, Verifications.

B. Anticipating Expenses

Generally, BWCHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and nonschool periods and cyclical medical expenses), BWCHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, BWCHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. BWCHA may require the family to provide documentation of payments made in the preceding year.

7.2.2 DEPENDENT DEDUCTION

A deduction of $480 is taken for each dependent [24 CFR 5.611(a)(1)]. Dependent is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

7.2.3 ELDERLY OR DISABLED FAMILY DEDUCTION

A single deduction of $400 is taken for any elderly or disabled family [24 CFR 5.611(a)(2)]. An elderly family is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a disabled family is a family whose head, spouse, co-head, or sole member is a person with disabilities [24 CFR 5.403].

7.2.4 MEDICAL EXPENSES DEDUCTION

[24 CFR 5.611(a)(3)(i)]

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent (3%) of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].

A. Definition of Medical Expenses

HUD regulations define medical expenses at 24 CFR 5.603(b) to mean "medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance."

The most current IRS Publication 502, Medical and Dental Expenses, will be used to determine the costs that qualify as medical expenses.

Summary of Allowable Medical Expenses from IRS Publication 502	
Services of medical professionals	Substance abuse treatment programs
Surgery and medical procedures that are necessary, legal, noncosmetic	Psychiatric treatment
Services of medical facilities	Ambulance services and some costs of transportation related to medical expenses
Hospitalization, long-term care, and in-home nursing services	The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)
Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor	Cost and continuing care of necessary service animals
Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)	Medical insurance premiums or the cost of a health maintenance organization (HMO)
Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.	

B. Families That Qualify for Both Medical and Disability Assistance Expenses

This policy applies only to families in which the head, spouse, or co-head is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, BWCHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

7.2.5 DISABILITY ASSISTANCE EXPENSES DEDUCTION

[24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

A. Earned Income Limit on the Disability Assistance Expense Deduction

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of "earned income received by family members who are 18 years of age or older and who are able to work" because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

When BWCHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes [PH Occ GB, p. 124].

B. Eligible Disability Expenses

1. Eligible Auxiliary Apparatus

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other

continuing costs of care, will be included.

Examples of auxiliary apparatus are provided in the PH Occupancy Guidebook as follows: “Auxiliary apparatus: Including wheelchairs, walkers, scooters, reading devices for persons with visual disabilities, equipment added to cars and vans to permit their use by the family member with a disability, or service animals” [PH Occ GB, p. 124], but only if these items are directly related to permitting the disabled person or other family member to work.

2. Eligible Attendant Care

The family determines the type of attendant care that is appropriate for the person with disabilities.

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, BWCHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

3. Payments to Family Members

No disability expenses may be deducted for payments to a member of a tenant family [23 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the tenant family may be deducted if they are reimbursed by an outside source.

4. Necessary and Reasonable Expenses

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are

necessary and are not paid or reimbursed by any other source.

5. Families That Qualify for Both Medical and Disability Assistance Expenses

This policy applies only to families in which the head, spouse, or co-head is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, BWCHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

7.2.6 CHILD CARE EXPENSE DEDUCTION

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

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family's household, are included when determining the family's child care expenses.

A. Qualifying for the Deduction

1. Determining Who Is Enabled to Pursue an Eligible Activity

The family must identify the family member(s) enabled to pursue an eligible activity. The term eligible activity in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family's request, BWCHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

2. Seeking Work

If the child care expense being claimed is to enable a family member to

seek employment, the family must provide evidence of the family member's efforts to obtain employment at each recertification. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by BWCHA.

3. Furthering Education

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

4. Being Gainfully Employed

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

B. Earned Income Limit on Child Care Expense Deduction

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by "the amount of employment income that is included in annual income" [24 CFR 5.603(b)].

The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person who receives the earned income disallowance (EID) or a full-time student whose earned income above $480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes $15,000 but because of the EID only $5,000 is included in annual income, child care expenses are limited to $5,000.

BWCHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working

C. Eligible Child Care Expenses

The type of care to be provided is determined by the tenant family. BWCHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

1. Allowable Child Care Activities

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, BWCHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

2. Necessary and Reasonable Costs

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

To establish the reasonableness of child care costs, BWCHA will use the schedule of child care costs from the local welfare agency. Families may present, and BWCHA will consider, justification for costs that exceed typical costs in the area.

7.3 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt by the resident.

The Leasing Specialist shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.

After the reconciliation is complete, BWCHA shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, BWCHA shall do one of the following:

1. Immediately collect the back rent due to the agency;

2. Establish a repayment plan for the resident to pay the sum due to the agency;

3. Terminate the lease and evict for failure to report income; or

4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

7.4 COOPERATING WITH WELFARE AGENCIES

BWCHA will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 Resident-based assistance program to achieve self-sufficiency; and

B. To provide written verification to BWCHA concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

EXHIBIT 7-1: ANNUAL INCOME INCLUSIONS

24 CFR 5.609

(a) Annual income means all amounts, monetary or not, which:

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

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

3) Which are not specifically excluded in paragraph (c) of this section.

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

(b) Annual income includes, but is not limited to:

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

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in

paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) Welfare assistance payments.

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.311; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section)

HHS DEFINITION OF "ASSISTANCE"

45 CFR: General Temporary Assistance for Needy Families

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[1] Text of 45 CFR 260.31 follows (next page).

260.31 What does the term “assistance” mean?

(a)(1) The term “assistance” includes cash, payments, vouchers, and other forms of benefits designed to meet a family’s ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

(2) It includes such benefits even when they are:

(i) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

(ii) Conditioned on participation in work experience or community service (or any other work activity under 261.30 of this chapter).

(3) Except where excluded under paragraph (b) of this section, it also includes supportive services such as transportation and child care provided to families who are not employed.

(b) [The definition of “assistance”] excludes: (1) Nonrecurrent, short-term benefits that:

(i) Are designed to deal with a specific crisis situation or episode of need;

(ii) Are not intended to meet recurrent or ongoing needs; and

(iii) Will not extend beyond four months.

(2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

(3) Supportive services such as child care and transportation provided to families who are employed;

(4) Refundable earned income tax credits;

(5) Contributions to, and distributions from, Individual Development Accounts;

(6) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

(7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of [the Social Security] Act, to an individual who is not otherwise receiving assistance.

EXHIBIT 7-2: ANNUAL INCOME EXCLUSIONS

24 CFR 5.609

(c) Annual income does not include the following:

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

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

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

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

(5) Income of a live-in aide, as defined in Sec. 5.403;

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

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

(8) (i) Amounts received under training programs funded by HUD;

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

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

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for BWCHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of BWCHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management

staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

(9) Temporary, nonrecurring or sporadic income (including gifts);

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

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

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

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See the following chart for a list of benefits that qualify for this exclusion.]

Sources of Income Excluded by Federal Statute from Consideration as Income for Purposes of Determining Eligibility or Benefits

a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));

b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);

c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L- 94-540, 90 Stat. 2503-04);

h) The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);

i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));

k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);

m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q); n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));

o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act 42 U.S.C 10602) and

s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

EXHIBIT 7-3: TREATMENT OF FAMILY ASSETS

24 CFR 5.603(b) Net Family Assets

(1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

(2) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Sec. 5.609.

(3) In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

(4) For purposes of determining annual income under Sec. 5.609, the term "net family assets" does not include the value of a home currently being purchased with assistance under part 982, subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home.

EXHIBIT 7-4: THE EFFECT OF WELFARE BENEFIT REDUCTION

24 CFR 5.615

Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.

(a) Applicability. This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).

(b) Definitions. The following definitions apply for purposes of this section:

Covered families. Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Economic self-sufficiency program. See definition at Sec. 5.603.

Imputed welfare income. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Specified welfare benefit reduction.

(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

2) "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) because a family member has not complied with other welfare agency requirements.

(c) Imputed welfare income.

(1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to BWCHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.

(2) At the request of BWCHA, the welfare agency will inform BWCHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform BWCHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. BWCHA will use this information to determine the amount of imputed welfare income for a family.

(3) A family's annual income includes imputed welfare income in family annual income, as determined at BWCHA's interim or regular recertification of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to BWCHA by the welfare agency).

(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed

(5) BWCHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

(d) Review of BWCHA decision.

(1) Public housing. If a public housing tenant claims that BWCHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if BWCHA denies the family's request to modify such amount, BWCHA shall give the tenant written notice of such denial, with a brief explanation of the basis for BWCHA determination of the amount of imputed welfare income. BWCHA notice shall also state that if the tenant does not agree with BWCHA determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review BWCHA determination (See Chapter 19). The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on BWCHA determination.

(e)BWCHA relation with welfare agency.

(1) BWCHA must ask welfare agencies to inform BWCHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives BWCHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

(2) BWCHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to BWCHA. However, BWCHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare

program requirements and procedures, or for providing the opportunity for review or hearing on such welfare agency determinations.

(3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. BWCHA shall be entitled to rely on the welfare agency notice to BWCHA of the welfare agency's determination of a specified welfare benefits reduction.

8.0 DETERMINATION OF TOTAL TENANT PAYMENT & RESIDENT RENT

8.1 OVERVIEW OF INCOME-BASED RENT CALCULATIONS

The first step in calculating income-based rent is to determine each family's total tenant payment (TTP). Then, if the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the tenant rent. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which may be paid to the family or directly to the utility company by BWCHA.

TTP Formula [24 CFR 5.628]

HUD regulations specify the formula for calculating the total tenant payment (TTP) for a resident family. TTP is the highest of the following amounts, rounded to the nearest dollar:

A. 30 percent of the family's monthly adjusted income (adjusted income is defined in Chapter 7)

B. 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)

C. A minimum rent of $50 that is established by BWCHA

BWCHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 8.3.

8.2 UTILITY REIMBURSEMENT

[24 CFR 960.253(c)(3)]

Utility reimbursement occurs when any applicable utility allowance for tenant-paid utilities exceeds the TTP. HUD permits BWCHA to pay the reimbursement to the family or directly to the utility provider.

BWCHA will make utility reimbursements to the family.

8.3 FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT

[24 CFR 5.630]

OVERVIEW

BWCHA has set the minimum rent at $50.00. However, BWCHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If BWCHA determines that a hardship exists, the TTP is the highest of the remaining components of the family's calculated TTP.

A. HUD-Defined Financial Hardship

Financial hardship includes the following situations:

1. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

2. A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

3. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

4. The family would be evicted because it is unable to pay the minimum rent.

5. For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent or tenant-paid utilities.

6. Family income has decreased because of changed family circumstances, including the loss of employment.

7. A death has occurred in the family.

8. In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related

expenses or the loss of the family member's income).

B. Implementation of Hardship Exemption

1. Determination of Hardship

When a family requests a financial hardship exemption, BWCHA must suspend the minimum rent requirement beginning the first of the month following the family's request.

BWCHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term.

BWCHA defines temporary hardship as a hardship expected to last 90 days or less. Long term hardship is defined as a hardship expected to last more than 90 days.

BWCHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.

When the minimum rent is suspended, the TTP reverts to the highest of the remaining components of the calculated TTP.

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

BWCHA will make the determination of hardship within 30 calendar days.

2. No Financial Hardship

If BWCHA determines there is no financial hardship, BWCHA will reinstate the minimum rent and require the family to repay the amounts suspended.

For procedures pertaining to grievance hearing requests based upon BWCHA's denial of a hardship exemption, see Chapter 19, Grievances and Appeals.

BWCHA will require the family to repay the suspended amount within 30 calendar days of BWCHA's notice that a hardship exemption has not been granted.

3. Temporary Hardship

If BWCHA determines that a qualifying financial hardship is temporary, BWCHA must reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

The family must resume payment of the minimum rent and must repay BWCHA the amounts suspended. HUD requires BWCHA to offer a reasonable repayment agreement, on terms and conditions established by BWCHA. BWCHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

For procedures pertaining to grievance hearing requests based upon BWCHA's denial of a hardship exemption, see Chapter 19, Grievances and Appeals.

BWCHA will enter into a repayment agreement in accordance with BWCHA's repayment agreement policy (see Chapter 3).

4. Long-Term Hardship

If BWCHA determines that the financial hardship is long-term, BWCHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

8.4 UTILITY ALLOWANCES

[24 CFR 965, Subpart E]

A. Overview

Utility allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent. When determining a family's income-based rent, BWCHA must use the utility allowance applicable to the type of dwelling unit leased by the family.

B. Utility allowance

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

environment. In setting the allowance, BWCHA will review the actual consumption of Resident families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula rent to determine the amount of the Resident Rent. The Resident Rent is the amount the family owes each month to BWCHA. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the Resident. Any savings resulting from utility costs below the amount of the allowance belongs to the Resident.

For BWCHA paid utilities, BWCHA will monitor the utility consumption of each household. Any consumption in excess of the allowance established by BWCHA will be the obligation of the Resident and for those charges for utilities in excess of the allowance charged or billed to BWCHA will be billed to the Resident monthly.

Utility allowance revisions based on annual review shall be effective 60 days after notice to residents. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual recertification.

Between annual reviews, BWCHA must revise the utility allowance schedule if there is a rate change that by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which such allowances were based. Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective [PH Occ GB, p. 171].

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

Requests for relief from surcharges for excess consumption of BWCHA purchased utilities or from payment of utility supplier billings in excess of the utility allowance for Resident-paid utility costs may be granted by BWCHA on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy in Chapter 2. Families shall be advised of their right to individual relief at admission to public housing and at the time of utility allowance changes.

C. Resident Paid Utilities

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

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities.

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

D. Reasonable Accommodation [24 CFR 8]

Requests for relief from surcharges by the family shall be submitted under the ***Reasonable Accommodation Policy*.** Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

On request from a family, BWCHA must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability [PH Occ GB, p. 172].

Residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB, p. 172].

See Chapter 2 for policies related to reasonable accommodations.

8.5 PRORATED RENT FOR MIXED FAMILIES

[24 CFR 5.520]

HUD regulations prohibit assistance to ineligible family members. A mixed family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. BWCHA must prorate the assistance provided to a mixed family. BWCHA will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible. To do this, BWCHA must:

A. Subtract the TTP from a maximum rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were

eligible.

B. Divide the family maximum subsidy by the number of persons in the family to determine the maximum subsidy per each family member who is eligible (member maximum subsidy).

C. Multiply the member maximum subsidy by the number of eligible family members.

D. Subtract the subsidy calculated in the last step from the maximum rent. This is the prorated TTP.

E. Subtract the utility allowance for the unit from the prorated TTP. This is the prorated rent for the mixed family.

Revised public housing maximum rents will be applied to a family's rent calculation at the first annual recertification after the revision is adopted.

8.6 FLAT RENTS AND FAMILY CHOICE IN RENTS

[24 CFR 960.253]

A. Flat Rents [24 CFR 960.253(b)]

The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

There is no utility allowance or reimbursement with flat rents. When the family elects to pay the flat rent, the flat rent amount quoted to the family by BWCHA is the amount the family pays.

Changes in family income, expenses, or composition will not affect the flat rent amount because it is outside the income-based formula.

Policies related to the recertification of families paying flat rent are contained in Chapter 11.

B. Family Choice in Rents [24 CFR 960.253(a) and (e)]

Once each year, BWCHA must offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year except for financial hardship cases. BWCHA must document that flat rents were offered to families under the methods used to determine flat rents for BWCHA.

The annual BWCHA offer to a family of the choice between flat and income-

based rent will be conducted upon admission and upon each subsequent annual recertification.

BWCHA will require families to submit their choice of flat or income-based rent in writing and will maintain such requests in the tenant file as part of the admission or annual recertification process.

BWCHA must provide sufficient information for families to make an informed choice. This information must include BWCHA's policy on switching from flat rent to income-based rent due to financial hardship and the dollar amount of the rent under each option. However, if the family chose the flat rent for the previous year BWCHA is required to provide an income-based rent amount only in the year that a recertification of income is conducted or if the family specifically requests it and submits updated income information.

C. Switching from Flat Rent to Income-Based Rent Due to Hardship [24 CFR 960.253(f)]

A family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship. If BWCHA determines that a financial hardship exists, BWCHA must immediately allow the family to switch from flat rent to the income-based rent.

Upon determination by BWCHA that a financial hardship exists, BWCHA will allow a family to switch from flat rent to income-based rent effective the first of the month following the family's request.

Reasons for financial hardship include:

1. The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance

2. The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items

3. Such other situations determined by BWCHA to be appropriate such that the income method would be more financially feasible for the family.

BWCHA considers payment of flat rent to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent [PH Occ GB, p. 137].

D. Change in Flat Rents

Changes to flat rents, up or down, will not affect families paying flat rent until their next annual flat rent offer, at which time the family will be given the choice of switching back to income-based rent or of remaining on flat rent at the current (most recently adjusted) flat rent for their unit [PH Occ GB, pp. 137-138].

E. Flat Rents and Earned Income Disallowance [A&O FAQs]

Because the EID is a function of income-based rents, a family paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID.

If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred.

A family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their 48 month period would have the 12 cumulative months of full (100 percent) and phase-in (50 percent) exclusion continue while paying flat rent as long as the employment that is the subject of the exclusion continues, and the 48-month lifetime limit would continue uninterrupted. A family paying flat rent could therefore see a family member's 48-month lifetime limit expire while the family is paying flat rent.

F. Flat Rents and Mixed Families [A&O FAQs]

Mixed families electing to pay flat rent must first have a flat rent worksheet completed to see if the flat rent must be prorated. The worksheet is located in Appendix III of the Form HUD-50058 Instruction Booklet.

If the flat rent is greater than or equal to the public housing maximum rent, there is no proration of flat rent and the family pays the flat rent for the unit.

If the flat rent is less than the maximum rent, the worksheet will calculate a prorated flat rent. The mixed family will pay the prorated flat rent.

8.7 PAYING RENT

On or before the first day of each and every month (after the initial period), the Resident shall pay the monthly rent indicated the lease, plus any extra charges, for the term of the monthly agreement. If the Resident does not pay the full amount of the rent by the end of the 5th day of the month, BWCHA may collect a fee of $10.00 on the 6th day of the month. A $15.00 late processing fee will be assessed to residents who receive 14-Day Notices to pay or vacate. If the 5th of any month falls on a weekend or holiday the late fees for non-payment of rent will be assessed on the next business day. If the resident receives (4) four 14-DAY NOTICES for non-payment of rent in a calendar year, the resident will receive thirty (30) days written notice of termination for material or repeated lease violations.

Payments shall be applied to amounts owed by the resident in the following manner:

A. Payments shall first be applied to payment of Resident's security deposit.

B. Payments shall next be applied to any maintenance, utilities, and legal costs

C. incurred by BWCHA as a result of Resident's tenancy:

D. Payments shall next be applied to any late fees incurred by the Resident:

E. Payments shall lastly be applied to any unpaid rent owed by the Resident:

Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of $15 for processing costs.

8.8 MAINTENANCE CHARGES

The Resident shall pay when charged all maintain charges as set forth in the Schedule of Maintenance Charges, and the procedures related thereto, as adopted by BWCHA.

9.0 VERIFICATION

[24 CFR 960.259, 24 CFR 5.230]

INTRODUCTION

BWCHA will verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and tenants must cooperate with the verification process as a condition of receiving assistance. BWCHA will not pass on the cost of verification to the family.

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

BWCHA will follow the verification guidance provided by HUD in PIH Notice 2004-01 Verification Guidance ("VG") and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary BWCHA policies.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies established by BWCHA.

9.1 FAMILY CONSENT TO RELEASE OF INFORMATION

[24 CFR 960.259, 24 CFR 5.230]

The family must supply any information that BWCHA or HUD determines is necessary to the administration of the program and must consent to BWCHA verification of that information [24 CFR 960.259(a)(1)].

Consent Forms

It is required that all adult applicants and tenants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and BWCHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect

information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, BWCHA will deny admission to applicants and terminate the lease of tenants. The family may request a hearing in accordance with BWCHA's grievance procedures.

9.2 OVERVIEW OF VERIFICATION REQUIREMENTS

9.2.1 VERIFICATION HIERARCHY

[VG, p. 11-14]

In order of priority, the forms of verification that BWCHA will use are:

A. Up-front Income Verification (UIV) whenever available

B. Third-party Written Verification

C. Third-party Oral Verification

D. Review of Documents

E. Self-Certification

HUD authorizes BWCHA to use five methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires BWCHA to use the most reliable form of verification that is available and to document the reasons when BWCHA uses a lesser form of verification.

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

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from BWCHA or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/Resident file. Oral third party documentation will include the same information

as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, BWCHA will accept documentation received from the applicant/Resident. Hand-carried documentation will be accepted if the BWCHA has been unable to obtain third-party verification in a fourteen (14) day period of time

When neither third party verification nor hand-carried verification can be obtained, BWCHA will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

If any agency is unable to provide 3rd party verification due to reasons outside BWCHA control, that agency must provide BWCHA with written documentation stating the reason why they are unable to provide 3rd party verification. The documentation will be placed in central files and be referenced in the client file whenever BWCHA uses hand-carried documents and/ or a "self declaration of income.

Each of the verification methods is discussed in subsequent sections below. Exhibit 9-1 at the end of the chapter contains an excerpt from the Verification Guidance that provides guidance with respect to how each method may be used.

9.2.2 REQUIREMENTS FOR ACCEPTABLE DOCUMENTS

A. Timing of Verification

Any documents used for verification must be the original (not photocopies) and generally must be dated within 90 calendar days of the date they are provided to BWCHA. The documents must not be damaged, altered or in any way illegible.

BWCHA will accept documents dated up to 6 months before the effective date of the family's recertification if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, BWCHA would accept the most recent report.

B. Document Review

Print-outs from web pages are considered original documents.

BWCHA staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

Any family self-certifications must be made in a format acceptable to BWCHA and must be signed in the presence of a BWCHA representative or BWCHA notary public.

C. File Documentation

BWCHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that BWCHA has followed all of the verification policies set forth in this ACOP. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

9.2.3 UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification (UIV) refers to BWCHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to BWCHA.

BWCHA will inform all applicants and residents of its use of the following UIV resources during the admission and recertification process:

A. HUD's EIV system

BWCHA must restrict access to and safeguard UIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and UIV- generated information. No adverse action can be taken against a family until BWCHA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through BWCHA's informal review/hearing processes.

1. Definition of Substantial Difference

UIV information is used differently depending upon whether there is a *substantial difference* between information provided by the family and the UIV information. In "HUD Guidelines for Projecting Annual Income When UIV Data is Available," HUD recommends using $200 per month as the threshold for a substantial difference. BWCHA will use the $200 per month as the threshold for a substantial difference.

See Chapter 7 for BWCHA's policies on the definition of substantial difference and the use of UIV to project annual income and for BWCHA's threshold for substantial difference.

2. When No Substantial Difference Exists

If UIV information does not differ substantially from family information, the UIV documentation may serve as third-party written verification.

3. When a Substantial Difference Exists [24 CFR 5.236(b)]

When there is a substantial difference between the information provided by the UIV source and the family, BWCHA must request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s).

4. Use of HUD's Enterprise Income Verification (EIV) System

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for resident families. HUD requires BWCHA to use the EIV system when available. The following policies will apply when BWCHA has access to HUD's EIV system.

The EIV system contains two main components: tenant income data reports and "exceeds threshold" reports.

a. Tenant Income Data (TID) Reports

The data shown on TID reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

TID reports will be compared to family-provided information as part of the annual recertification process. TID reports may be used in the calculation of annual income, as described in Section 7.1.3. TID reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between TID reports and family-provided information will be resolved as described in Section 7.1.3. and in this chapter.

TID reports will be used in interim Recertifications when it is necessary to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits, and to verify that families claiming zero income are not receiving income from any of these sources.

TID reports will be retained in resident files with the applicable annual or interim recertification documents.

When BWCHA determines through TID reports and third party verification that a family has concealed or under-reported income,

corrective action will be taken pursuant to the policies in Chapter 20, Program Integrity.

b. Exceeds Threshold Reports (ETRs)

The ETR is a tool for identifying families who may have concealed or under-reported income. Data in the ETR represents income for past reporting periods and may be between 6 months and 30 months old at the time ETRs are generated.

Families who have not concealed or under-reported income may appear on the ETR in some circumstances, such as loss of a job or addition of new family members.

In reviewing ETRs, BWCHA will begin with the largest discrepancies.

When BWCHA determines that a resident appearing on the ETR has not concealed or under-reported income, the resident's name will be placed on a list of "false positive" reviews. To avoid multiple reviews in this situation, residents appearing on this list will be eliminated from ETR processing until a subsequent interim or annual recertification has been completed.

When it appears that a family may have concealed or under-reported income, BWCHA will request third-party written verification of the income in question.

When BWCHA determines through ETR review and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 20, Program Integrity.

5. EIV Identity Verification

The EIV system verifies resident identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth.

When identity verification for a resident fails, a message will be displayed within the EIV system and no income information will be displayed.

BWCHA will identify residents whose identity verification has failed as part of the annual recertification process.

BWCHA will attempt to resolve PIC/SSA discrepancies by reviewing file

documents. When BWCHA determines that discrepancies exist due to BWCHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

9.2.4 THIRD-PARTY WRITTEN AND ORAL VERIFICATION

A. Reasonable Effort and Timing

Unless third-party verification is not required as described below, HUD requires BWCHA to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification [VG, p. 15].

BWCHA will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

BWCHA may mail, fax, e-mail, or hand deliver third-party written verification requests and will accept third-party responses using any of these methods. BWCHA will send a written request for verification to each required source within 5 business days of securing a family's authorization for the release of the information and give the source 10 business days to respond in writing. If a response has not been received by the 11th business day, BWCHA will request third-party oral verification.

BWCHA will make a minimum of two attempts, one of which may be oral, to obtain third-party verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, BWCHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification BWCHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

If a third party agrees to confirm in writing the information provided orally, BWCHA will wait no more than 5 business days for the information to be provided. If the information is not provided by the 6th business day, BWCHA will use any information provided orally in combination with reviewing family-provided documents (see below).

B. When Third Party Information is Late

When third-party verification has been requested and the timeframes for submission have been exceeded, BWCHA will use the information from documents on a provisional basis. If BWCHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the recertification, BWCHA will conduct an interim recertification to adjust the figures used for the recertification, regardless of BWCHA's interim recertification policy.

C. When Third Party Verification is Not Required

1. Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

2. Certain Assets and Expenses

BWCHA may accept a self-certification from the family as verification of assets disposed of for less than fair market value.

BWCHA may determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification [VG, p. 15].

BWCHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than $500 annually <u>and</u> the family has original documents that support the declared amount.

3. Certain Income, Asset and Expense Sources

BWCHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification [VG, p. 15]. For example, BWCHA will rely upon review of documents when BWCHA determines that a third party's privacy rules prohibit the source from disclosing information.

BWCHA will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.

If the family cannot provide original documents, BWCHA will pay the service charge required to obtain third-party verification, unless it is not

cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18].

9.2.5 REVIEW OF DOCUMENTS

Using Review of Documents as Verification

If BWCHA has determined that third-party verification is not available or not required, BWCHA will use documents provided by the family as verification.

BWCHA may also review documents when necessary to help clarify information provided by third parties. In such cases BWCHA will document in the file how BWCHA arrived at a final conclusion about the income or expense to include in its calculations.

9.2.6 SELF-CERTIFICATION

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to BWCHA.

BWCHA may require a family to certify that a family member does <u>not</u> receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to BWCHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a BWCHA representative or BWCHA notary public.

9.3 VERIFYING FAMILY INFORMATION

9.3.1 VERIFYING IDENTITY

BWCHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicle identification card U.S. military discharge (DD 214) U.S. passport Employer identification card	Certificate of birth Adoption papers Custody agreement Health and Human Services ID School records

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at BWCHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to BWCHA and be signed in the presence of a BWCHA representative or BWCHA notary public.

Legal identity will be verified on an as needed basis.

9.3.2 SOCIAL SECURITY NUMBERS

[24 CFR 5.216]

For every family member age 6 or older, the family must provide documentation of a valid social security number (SSN) to be eligible.

New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular recertification after turning six (6) years of age.

BWCHA will also accept the following documents as evidence if the SSN is provided on

the document:

1. Original Social Security card

2. Driver's license with Social Security Number

3. Identification card issued by a federal, State, or local agency, a medical insurance provider, or an employer or trade union.

4. Earnings statements on payroll stubs

5. Bank statement

6. Form 1099

7. Benefit award letter

8. Retirement benefit letter

9. Life insurance policy

10. Court records

If the family reports an SSN but cannot provide acceptable documentation of the number, BWCHA will require a self-certification stating that documentation of the SSN cannot be provided at this time and it is complete/accurate . BWCHA will require documentation of the SSN within 60 calendar days from the date of application submission or the effective date of the reexamination. If the family is an applicant, assistance cannot be provided until proper documentation of the SSN is provided.

For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, BWCHA will grant an additional 60 calendar days to provide documentation.

Social security numbers must be verified only once during continuously-assisted occupancy.

If any family member obtains an SSN after admission to the program, the new SSN must be disclosed at the next regularly scheduled recertification. In addition, if a child reaches the age of 6 and has no SSN, the parent or guardian must execute a self-certification stating that the child has no SSN at the next regularly scheduled recertification.

The social security numbers of household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

9.3.3 DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of social security retirement benefits cannot be provided, BWCHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

9.3.4 FAMILY RELATIONSHIPS

Applicants and residents are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

A. Marriage

Certification by the head of household is normally sufficient verification. If BWCHA has reasonable doubts about a marital relationship, BWCHA will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

B. Separation or Divorce

Certification by the head of household is normally sufficient verification. If BWCHA has reasonable doubts about a separation or divorce, BWCHA will require the family to document the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

For Split Households: Domestic Violence:

Verification of domestic violence when assessing applicant split households includes:

1. Shelter for battered persons
2. Police reports
3. District Attorney's office

C. Absence of Adult Member

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

BWCHA will consider any of the following as verification:

1. Husband or wife institutes divorce action.
2. Husband or wife institutes legal separation.
3. Protective or restraining order obtained by one family member against another.
4. Proof of another home address, such as utility bills, canceled checks for rent, driver’s license, or lease or rental agreement, if available.
5. Verification statements provided from other agencies such as social services that the adult family member is no longer living at that location.
6. If no other proof can be provided, the BWCHA will accept a Notarized Statement from the family.
7. If the adult family member is incarcerated, a document from the court or prison should be obtained stating how long they will be incarcerated

D. Foster Children and Foster Adults

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

9.3.5 VERIFICATION OF STUDENT STATUS

BWCHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

A. The family claims full-time student status for an adult other than the head, spouse, or co-head, or

B. The family claims a child care deduction to enable a family member to further his or her education.

Third party verification will be a letter from the school.

9.3.6 DOCUMENTATION OF DISABILITY

BWCHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. BWCHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. BWCHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If BWCHA receives a verification document that provides such information, BWCHA will not place this information in the tenant file. Under no circumstances will BWCHA request a resident's medical record(s).

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

A. Family Members Receiving SSA Disability Benefits

Verification of receipt of SSA benefits or SSI based upon disability is sufficient

for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions [VG, p. 23].

For family members claiming disability who receive SSI or other disability payments from the SSA, BWCHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system when it is available. If documentation from HUD's EIV System, BWCHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), BWCHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from **www.ssa.gov**. Once the applicant or resident receives the benefit verification letter they will be required to provide it to BWCHA.

B. Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

9.3.7 CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

[24 CFR 5.508]

Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. See the Eligibility chapter for detailed discussion of eligibility requirements. This Section discusses HUD and BWCHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy [24 CFR 5.508(g)(5)]

A. U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

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

B. Eligible Immigrants

1. Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.

2. BWCHA Verification

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 9.3.3 of this ACOP. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, BWCHA must verify immigration status with the U.S. Citizenship and Immigration Services (USCIS).

BWCHA will follow all USCIS protocols for verification of eligible immigration status. Prior to being admitted or at the first reexamination, all eligible non-citizens must sign verification consent form and provide their original INS documentation. The BWCHA will make a copy of the individual's INS documentation and place the copy in the file. The BWCHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the BWCHA will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must

be listed on a statement of non-eligible members, and the list must be signed by the head of the household.

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

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

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

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

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

9.3.8 VERIFICATION OF PREFERENCE STATUS

BWCHA must verify any preferences claimed by an applicant.

9.4 VERIFYING INCOME AND ASSETS

Chapter 7 of this ACOP describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides BWCHA policies that supplement the general verification procedures.

9.4.1 EARNED INCOME

Tips

Unless tip income is included in a family member’s W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

9.4.2 BUSINESS AND SELF EMPLOYMENT INCOME

Business owners and self-employed persons will be required to provide:

A. An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses

must be submitted and the business owner or self-employed person must certify to its accuracy.

B. All schedules completed for filing federal and local taxes in the preceding year.

C. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

BWCHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future Recertifications.

At any recertification BWCHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, BWCHA will accept the family member's certified estimate of income and schedule an interim recertification in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months BWCHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

9.4.3 PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

Social Security/SSI Benefits

To verify the SS/SSI benefits of applicants, BWCHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s), BWCHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from **www.ssa.gov**. Once the applicant has received the benefit verification letter they will be required to provide it to BWCHA.

To verify the SS/SSI benefits of residents, BWCHA will obtain information about social security/SSI benefits through the HUD EIV System. If benefit information is not available in HUD systems, BWCHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) BWCHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from **www.ssa.gov**. Once the resident has received the benefit verification letter they will be required to provide it to BWCHA.

9.4.4 ALIMONY OR CHILD SUPPORT

BWCHA will seek verification for alimony and child support differs depending on

whether the family declares that it receives regular payments.

If the family declares that it *receives regular payments*, verification will be sought in the following order.

A. If payments are made through a state or local entity, BWCHA will request a record of payments for the past 12 months and request that the entity disclose any known information about the likelihood of future payments.

B. Third-party verification from the person paying the support

C. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules

D. Copy of the latest check and/or payment stubs

E. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If the family declares that it receives irregular or no payments, and there is no record of irregular or lack of payment through the state or local entity, self-certification will comply with the verification process.

Note: Families are not required to undertake independent enforcement action.

9.4.5 ASSETS AND INCOME FROM ASSETS

Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. BWCHA needs to verify only those certifications that warrant documentation.

BWCHA will verify the value of assets disposed of only if:

A. BWCHA does not already have a reasonable estimation of its value from previously collected information, or

B. The amount reported by the family in the certification appears obviously in error.

Verification will be the original receipt and receipt at disposition, other evidence of worth.

9.4.6 NET INCOME FROM RENTAL PROPERTY

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant

A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, BWCHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

9.4.7 RETIREMENT ACCOUNTS

When third-party verification is not available the type of original document that will be accepted depends upon the family member's retirement status.

Before retirement, BWCHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, BWCHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, BWCHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

9.4.8 INCOME FROM EXCLUDED SOURCES

BWCHA will reconcile differences in amounts reported by the third party and the family only when the excluded amount is used to calculate the family's rent (as is the case with the earned income disallowance). In all other cases, BWCHA will report the amount to be excluded as indicated on documents provided by the family.

9.4.9 ZERO ANNUAL INCOME STATUS

BWCHA will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by families claiming to have zero annual income.

9.5 VERIFYING MANDATORY DEDUCTIONS

9.5.1 DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTION

The dependent and elderly/disabled family deductions require only that BWCHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction

BWCHA will verify that:

A. Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse or co-head of the family and is not a foster child

B. Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

Elderly/Disabled Family Deduction

BWCHA will verify that the head, spouse, or co-head is 62 years of age or older or a person with disabilities.

9.5.2 MEDICAL EXPENSE DEDUCTION

The amount of the deduction will be verified following the standard verification procedures.

A. Amount of Expense

BWCHA will provide a third-party verification form directly to the medical provider requesting the needed information.

Medical expenses will be verified through third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. In this case BWCHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. BWCHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months

B. Eligible Household

The medical expense deduction is permitted only for households in which the head, spouse, or co-head is at least 62 or a person with disabilities. BWCHA will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter.

C. Qualified Expenses

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses. See Chapter 7 for BWCHA's policy on what counts as a medical expense.

D. Unreimbursed Expenses

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

E. Expenses Incurred in Past Years

When anticipated costs are related to on-going payment of medical bills incurred in past years, BWCHA will verify:

1. The anticipated repayment schedule

2. The amounts paid in the past, and

3. Whether the amounts to be repaid have been deducted from the family's annual income in past years

Costs incurred in past years are counted only once.

9.5.3 DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in 7.2.5. The amount of the deduction will be verified following the standard verification procedures.

A. Amount of Expense

1. Attendant Care

- BWCHA will provide a third-party verification form directly to the care provider requesting the needed information.

- Expenses for attendant care will be verified through:

- Third-party verification form signed by the provider, when possible
- If third-party is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source
- If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months

2. Auxiliary Apparatus

Expenses for auxiliary apparatus will be verified through:

Third-party verification of anticipated purchase costs of auxiliary apparatus

If third-party verification is not possible, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months

If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months

B. Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. BWCHA will verify that the expense is incurred for a person with disabilities.

C. Family Member(s) Permitted to Work

BWCHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

BWCHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See 6-II.E.).

If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability

assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

D. Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

9.5.4 CHILD CARE EXPENSES

Policies related to child care expenses are found in Section 7.2.6. The amount of the deduction will be verified following the standard verification procedures. In addition, BWCHA must verify that:

- The child is eligible for care.
- The costs claimed are not reimbursed.
- The child is eligible for care.
- The costs are for an allowable type of child care.
- The costs are reasonable.

A. Eligible Child

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. BWCHA will verify that the child being cared for (including foster children) is under the age of 13 (See 9.3.3).

B. Unreimbursed Expense

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

The family will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source.

C. Pursuing an Eligible Activity

BWCHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

D. Allowable Type of Child Care

BWCHA will verify that the type of child care selected by the family is allowable, as described in Chapter 7 (7.2.6).

BWCHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

BWCHA will verify that the child care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

E. Reasonableness of Expenses

Only reasonable child care costs can be deducted.

The actual costs the family incurs will be compared with BWCHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, BWCHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

Exhibit 9-1: Excerpt from HUD Verification Guidance Notice (PIH 2004-01, pp. 11-14)

Upfront (UIV)	**Highest (Highly Recommended, highest level of third party verification)**
Written 3rd Party	**High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information)**
Oral 3rd Party	**Medium (Mandatory if written third party verification is not available)**
Document Review	**Medium-Low (Use on provisional basis)**
Tenant Declaration	**Low (Use as a last resort)**

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Wages/Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person. Agreements with private vendor agencies such as The Work Number or ChoicePoint to obtain wage and salary information. Use of HUD systems when available.	The PHA mails faxes or emails a verification form directly to the independent sources to obtain wage information. The PHA may have the tenant sign a Request for Tenant Wage Statement from the SSA to confirm past earnings. The PHA mails the form to SSA and the statement will be sent to the address the PHA specifies on the form.	In the event the independent source does not respond to the PHA's written request for information, the PHA may attempt the independent source by phone or mail or in person visit to obtain the requested information.	When neither form of third party verification is obtained the PHA may accept original documents such as consecutive pay stubs (HUD recommends the PHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's monthly income from earnings. Note: The PHA must document in the tenant file, the reason third party verification was not available.

Verification of Employment Income: The PHA should always obtain as much information as possible about the employment, such as start date, new employment, termination date of previous employment, pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, position or occupation, company name, address and telephone number, name and position of the person completing the employment verification form.
Effective Date of Employment: The PHA should always confirm start and termination dates of employment.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Self Employment	Not Available	The PHA mails or faxes a verification form directly to employers for certification by the family to obtain income information	The PHA may call the employer to obtain income information	The PHA may accept any documents (e.g. tax returns, receipts and letters from customers) provided by the tenant to verify self-employment income. Note: The PHA must document in the tenant file, the reason third party verification was not obtained.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Verification of Self-Employment Income: Typically, it is a challenge for PHAs to obtain third party verification of self-employment income. When third party verification is not available, the PHA should always require a notarized tenant declaration that includes a perjury statement.					
Social Security Benefits	Use of HUD Tenant Assessment System (TASS) to obtain current benefit History and discrepancy reports.	The PHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. **(Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)**	The PHA may call SSA with the tenant or on the line, to obtain current benefit amount. **(Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)**	The PHA may accept an original SSA Notice from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Welfare Benefits	Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person	The PHA mails, faxes, or emails a verification form directly to the local Social Services Agency to obtain in welfare benefit information	The PHA may call the local Social Services Agency to obtain current benefit amount.	The PHA may review an original award notice or an income from the local Social Services Agency provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Child Support	Use of an agreement with the Local Child Support Enforcement Agency to obtain current child support amount and payment status electronically by mail or fax or in person.	The PHA mails, faxes or e-mails a verification form directly to the Local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may call the Local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may review an original court order, notice or printout from the Local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.
Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person. Use of HUD systems, when available.	The PHA mails, faxes or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The PHA may call the State Wage Information Collection Agency to obtain benefit amount.	The PHA may review an original benefit notice or unemployment check stub, or printout from the Local State Wage Information Collection Agency provided by the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.
Pension	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The PHA may call the pension provider to obtain current benefit amount.	The PHA may review an original benefit notice from the pension provider provided by the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically by mail or fax or in person.	The PHA mails, faxes, or emails a verification form directly to the source to obtain asset and/or asset income information.	The PHA may call the source to obtain asset and asset income information.	The PHA may review original documents provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares assets and/or asset income. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Comments	Whenever UIVT indicates a change in wage, unemployment, and SSA information, the PHA should use the information as part of the reexamination process. This may result in disallowed costs during a HQS review.	Note: The Independent source completes the form and returns the form directly to the PHA. Agency clients should not hand carry documents to or from the independent source.	The PHA should document in the tenant file: the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The PHA should use this verification method as a last resort when all other verification methods are not possible or have been unsuccessful. Notarized statement should include a perjury penalty statement.

Note: The PHA must not pass verification costs along to the participant.

Note: In cases where the PHA cannot reliably project annual income, the PHA may elect to complete regular interim reexaminations (this policy should be apart of the PHA's written policies.)

Exhibit 9-2: Summary of Documentation Requirements for Noncitizens

<table>
<tr><td colspan="2">All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to BWCHA.

Except for persons 62 or older, all noncitizens must sign a verification consent form

Additional documents are required based upon the person's status.</td></tr>
<tr><td colspan="2">Elderly Noncitizens

A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.</td></tr>
<tr><td colspan="2">All other Noncitizens

Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.</td></tr>
<tr><td>Form I-551 Alien Registration Receipt Card (for permanent resident aliens)

Form I-94 Arrival-Departure Record annotated with one of the following:

“Admitted as a Refugee Pursuant to Section 207”

“Section 208” or “Asylum”

“Section 243(h)” or “Deportation stayed by Attorney General”

“Paroled Pursuant to Section 221 (d)(5) of the USCIS”</td><td>Form I-94 Arrival-Departure Record with no annotation accompanied by:

A final court decision granting asylum (but only if no appeal is taken);

A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90);

A court decision granting withholding of deportation; or

A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).</td></tr>
<tr><td>Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”.</td><td>Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”.</td></tr>
</table>

A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant's entitlement to the document has been verified; or

Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*

10.0 LEASING AND INSPECTIONS

[24 CFR 5, Subpart G; 24 CFR 966, Subpart A]

Public housing leases are the basis of the legal relationship between BWCHA and the tenant. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations.

HUD rules also require BWCHA to inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy. In addition, BWCHA may require additional inspections in accordance with BWCHA policy.

This chapter is divided into two parts as follows:

Part I: Leasing. This part describes pre-leasing activities and BWCHA's policies pertaining to lease execution, modification, and payments under the lease.

Part II: Inspections. This part describes BWCHA's policies for inspecting dwelling units.

10.1 LEASING

10.1.1 OVERVIEW

An eligible family may occupy a public housing dwelling unit under the terms of a lease. The lease must meet all regulatory requirements, and must also comply with applicable state and local laws and codes.

The term of the lease will be for a period of 12 months. The lease will be renewed automatically for another 12-month term, except that BWCHA may not renew the lease if the family has violated the community service requirement [24 CFR 966.4(a)(2)].

Part I of this chapter contains regulatory information, when applicable, as well as BWCHA's policies governing leasing issues.

10.1.2 LEASE ORIENTATION

After unit acceptance but prior to occupancy, a BWCHA representative will provide a lease orientation to the family. The head of household or spouse is required to attend.

Orientation Agenda

When families attend the lease orientation, they will be provided with:

- ✧ A copy of the lease
- ✧ A copy of BWCHA's grievance procedure
- ✧ A copy of the house rules
- ✧ A copy of the pamphlet *Protect Your Family From Lead in Your Home*
- ✧ A copy of *Things You Should Know* (HUD-1140-OIG)

Topics to be discussed will include:

- ✧ Applicable deposits and other charges
- ✧ Review and explanation of lease provisions
- ✧ Unit maintenance and work orders
- ✧ BWCHA's reporting requirements
- ✧ Community service requirements
- ✧ Family choice of rent
- ✧ Admissions and Occupancy Policy

10.1.3 EXECUTION OF LEASE

The lease must be executed by the resident and BWCHA, except for automatic renewals of a lease [24 CFR 966.4(a)(3)].

A lease is executed at the time of admission for all new residents. A new lease is also executed at the time of transfer from one BWCHA unit to another.

The lease must state the composition of the household as approved by BWCHA (family members and any BWCHA-approved live-in aide) [24 CFR 966.4(a)(1)(v)].

The head of household, spouse or co-head, and all other adult members of the household will be required to sign the public housing lease prior to admission. An appointment will be scheduled for the parties to execute the lease. The head of household will be provided a copy of the executed lease and BWCHA will retain a copy in the resident's file.

10.1.4 MODIFICATIONS TO THE LEASE

The lease may be modified at any time by written agreement of the resident and BWCHA [24 CFR 966.4(a)(3)].

A. Modifications to the Lease Form

BWCHA may modify its lease from time to time. However, BWCHA must give residents 30 days advance notice of the proposed changes and an opportunity to comment on the changes. BWCHA must also consider any comments before formally adopting the new lease [24 CFR 966.3].

After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 60 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy [24 CFR 966.4(l)(2)(iii)(E)].

The family will have 30 days to accept the revised lease. If the family does not accept the offer of the revised lease within that 30 day timeframe, the family's tenancy will be terminated for other good cause in accordance with the policies in

Chapter 15.

Schedules of special charges and rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations must be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and must be given an opportunity to present written comments. The notice must be delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. Comments must be taken into consideration before any proposed modifications or revisions become effective [24 CFR 966.5].

After the proposed revisions become effective they must be publicly posted in a conspicuous manner in the project office and must be furnished to applicants and tenants on request [24 CFR 966.5].

When BWCHA proposes to modify or revise schedules of special charges or rules and regulations, BWCHA will post a copy of the notice in the central office, and at each site.

B. Other Modifications

The lease will be amended to reflect all changes in family composition.

If, for any reason, any member of the household ceases to reside in the unit, the lease will be amended by drawing a line through the person's name. The head of household and BWCHA will be required to initial and date the change.

If a new household member is approved by BWCHA to reside in the unit, the person’s name and birth date will be added to the lease. The head of household and BWCHA will be required to initial and date the change. If the new member of the household is an adult, s/he will also be required to sign and date the lease.

10.1.5 SECURITY AND PET DEPOSITS

[24 CFR 966.4(b)(5)]

New Residents must pay a security deposit to BWCHA at the time of admission.

The family or person will pay a security deposit of $375.00 for a family unit and $225.00 for an elderly unit.

In exceptional situations BWCHA reserves the right to allow a new resident to pay their security deposit in up to three (3) payments: one-third paid in advance, one-third paid with their second month’s rent, and one-third with their third month’s rent payment. This shall be at the sole discretion of BWCHA and on a case-by case basis.

The amount of the security and/or pet deposit required is specified in the lease, this policy or the applicable procedures as adopted by BWCHA.

BWCHA may permit installment payments of security deposits when a new Resident demonstrates a financial hardship to the satisfaction of BWCHA. However, no less than one-half of the required deposit must be paid before occupancy.

BWCHA will hold the security deposit for the period the Resident occupies the unit.

BWCHA will refund to the Resident the amount of the security deposit, less any amount needed to pay the cost of:

A. Unpaid Rent;

B. Damages listed on the Move-Out Inspection Report that exceeds normal wear and tear;

C. Other charges under the Lease.

BWCHA will refund the Security Deposit, less any amounts owed, within 30 days after move out and Resident's notification of new address.

BWCHA will refund the Pet Deposit to the Resident, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

BWCHA will return the Pet Deposit to the former Resident or to the person designated by the former Resident in the event of the former Resident's incapacitation or death.

BWCHA will provide the Resident or designee identified above with a written list of any charges against the security or pet deposits. If the Resident disagrees with the amount charged to the security or pet deposits, BWCHA will provide a meeting to discuss the charges, which is not a grievance and is not subject to the requirements of the Grievance Policy., or, upon the Resident’s timely request, an informal hearing, pursuant to the Grievance Policy set forth in section of this Admission and Continued Occupancy Policy, to review the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to BWCHA. All keys to the unit must be returned to the Management upon vacating the unit.

BWCHA will not use the security deposit for payment of rent or other charges while the Resident is living in the unit.

10.1.6 PAYMENTS UNDER THE LEASE

A. Rent Payments [24 CFR 966.4(b)(1)]

Families must pay the amount of the monthly tenant rent determined by BWCHA

in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements.

The lease must specify the initial amount of the tenant rent at the beginning of the initial lease term, and BWCHA must give written notice stating any change in the amount of tenant rent and when the change is effective.

The tenant rent is due and payable at as indicated on the rent statement If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If a family's tenant rent changes, BWCHA will notify the family of the new amount and the effective date by sending a "Notice of Rent Adjustment" which will become an attachment to the lease.

B. Late Fees and Nonpayment

At the option of BWCHA, the lease may provide for payment of penalties when the family is late in paying tenant rent [24 CFR 966.4(b)(3)].

If the family fails to pay their rent by the fifth day of the month, a 14 day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises. [24 CFR 966.4(b)(4)].

In addition, if the resident fails to make payment by the end of office hours on the fifth day of the month, a late fee of $10.00 will be charged. Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. A $15.00 late processing fee will be assessed to residents who receive 14-Day Notices to pay or vacate. If the family requests a grievance hearing within the required timeframe, BWCHA may not take action for nonpayment of the fee until the conclusion of the grievance process. If the resident can document financial hardship, the late fee may be waived on a case-by-case basis. [24 CFR 966.4(e)(8)].

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of $15.00 will be charged to the family. The fee will be due and payable 14 days after billing.

C. Maintenance and Damage Charges

[24 CFR 966.4(b)(2), 4(b)(4) 4(b)(8)].

When applicable, families will be charged for maintenance and/or damages according to BWCHA's current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, BWCHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

10.2 INSPECTIONS

Part 2 of this chapter contains BWCHA's policies governing inspection issues.

10.2.1 MOVE-IN INSPECTIONS

BWCHA and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the Resident file.

10.2.3 ANNUAL INSPECTIONS

BWCHA will inspect each public housing unit annually to ensure that each unit meets BWCHA's housing standards and HUD Real Estate Assessment Centers Standards (RAC). Work orders will be submitted and completed to correct any deficiencies.

10.2.4 PREVENTATIVE MAINTENANCE INSPECTIONS

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

10.2.5 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by BWCHA. BWCHA may make special inspections when lease non-compliance is suspected by BWCHA.

10.2.6 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual and preventative maintenance inspections, or at other times as necessary, BWCHA will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

10.2.7 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, BWCHA will give the Resident at least 2 days' written notice.

10.2.8 EMERGENCY INSPECTIONS

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

10.2.9 MOVE-OUT INSPECTIONS

BWCHA conducts the move-out inspection after the Resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the Resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

11.0 RECERTIFICATIONS

[24 CFR 960.257, 960.259, 966.4]

BWCHA is required to monitor each family's income and composition over time, and to adjust the family's rent accordingly. BWCHA must adopt policies concerning the conduct of annual and interim Recertifications that are consistent with regulatory requirements, and must conduct Recertifications in accordance with such policies [24 CFR 960.257(c)].

The frequency with which BWCHA must reexamine income for a family depends on whether the family pays income-based or flat rent. HUD requires BWCHA to offer all families the choice of paying income-based rent or flat rent at least annually. BWCHA's policies for offering families a choice of rents are located in Chapter 8.

This chapter discusses both annual and interim Recertifications.

Part I: Annual Recertifications for Families Paying Income Based Rents. This part discusses the requirements for annual recertification of income and family composition. Full Recertifications are conducted at least once a year for families paying income-based rents.

Part II: Recertifications for Families Paying Flat Rents. This part contains BWCHA's policies for conducting full Recertifications of family income and composition for families paying flat rents. These full Recertifications are conducted at least once every 3 years. This part also contains BWCHA's policies for conducting annual updates of family composition for flat rent families.

Part III: Interim Recertifications. This part includes HUD requirements and BWCHA policies related to when a family may and must report changes that occur between annual Recertifications.

Part IV: Recalculating Tenant Rent. After gathering and verifying required information for an annual or interim recertification, BWCHA must recalculate the tenant rent. While the basic policies that govern these calculations are provided in Chapter 7 and 8, this part lays out policies that affect these calculations during a recertification.

Policies governing reasonable accommodation, family privacy, required family cooperation and program abuse, as described elsewhere in this ACOP, apply to annual and interim Recertifications.

11.1 ANNUAL RECERTIFICATIONS FOR FAMILIES PAYING INCOME BASED RENTS

[24 CFR 960.257]

11.1.1 OVERVIEW

For those families who choose to pay income-based rent, BWCHA must conduct a recertification of income and family composition at least annually [24 CFR 960.257(a)(1)]. For families who choose flat rents, BWCHA must conduct a recertification of family composition at least annually, and must conduct a recertification of family income at least once every 3 years [24 CFR 960.257(a)(2)]. Policies related to the recertification process for families paying flat rent are located in Part II of this chapter.

For all residents of public housing, whether those residents are paying income-based or flat rents, BWCHA must conduct an annual review of community service requirement compliance. This annual recertification is also a good time to have residents sign consent forms for criminal background checks in case the criminal history of a resident is needed at some point to determine the need for lease enforcement or eviction.

BWCHA is required to obtain information needed to conduct Recertifications. How that information will be collected is left to the discretion of BWCHA. Families are required to provide current and accurate information on income, assets, allowances and deductions, family composition and community service compliance as part of the recertification process [24 CFR 960.259].

This part contains BWCHA's policies for conducting annual Recertifications.

11.1.2 SCHEDULING ANNUAL RECERTIFICATIONS

Generally, BWCHA will schedule annual Recertifications to coincide with the family's anniversary date. BWCHA will begin the annual recertification process approximately 120 days in advance of the scheduled effective date.

Anniversary date is defined as 12 months from the effective date of the family's last annual recertification or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family transfers to a new unit, BWCHA will perform a new annual recertification, and the anniversary date will be changed.

BWCHA may also schedule an annual recertification for completion prior to the anniversary date for administrative purposes.

A. Notification of and Participation in the Annual Recertification Process

BWCHA is required to obtain information needed to conduct annual recertifications. How that information will be collected is left to the discretion of BWCHA.

Notification of annual recertification will be sent by first-class mail and will inform the family of the information and documentation that is necessary and the deadline for submission. It will also give the family the option of selecting either the flat rent or formula method,

The notification will also inform families who may need to make alternate arrangements due to a disability that they may contact staff to request a reasonable accommodation of their needs.

If the family is unable to submit the necessary documentation, the family should contact BWCHA in advance of the deadline. In all circumstances, if a family does not submit the necessary documentation, BWCHA will send a second notification. If a family fails to comply, the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 15.

An advocate, interpreter, or other assistant may assist the family in the process.

11.1.3 CONDUCTING ANNUAL RECERTIFICATIONS

The terms of the public housing lease require the family to furnish information necessary for the redetermination of rent and family composition [24 CFR 966.4(c)(2)].

Families will be asked to furnish required information (as described in the recertification notice) The required information will include a BWCHA-designated recertification form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, expenses, and family composition.

Any required documents or information that the family is unable to provide at the time of the request must be provided within 14 calendar days of the deadline. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 15.

The information provided by the family generally must be verified in accordance with the policies in Chapter 9. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

a) Legal identity

b) Age

c) Social security numbers

d) A person's disability status

e) Citizenship or immigration status

f) Change in Unit Size

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. BWCHA may use the results of the annual recertification to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)], and if so, the family's name will be placed on the transfer list. Policies related to such transfers are located in Chapter 14.

A. Criminal Background Checks

Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)(1)(ii)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 15.4.2.

Should BWCHA learn of possible criminal activity by a household member, the household member will be required to execute a consent form for a criminal background check as part of the annual recertification process and a criminal background check will be conducted..

B. Compliance with Community Service

For families who include nonexempt individuals, BWCHA must determine compliance with community service requirements once each 12 months [24 CFR 960.257(a)(3)].

See Chapter 13 for BWCHA's policies governing compliance with the community service requirement.

11.1.4 EFFECTIVE DATES

As part of the annual recertification process, BWCHA must make appropriate adjustments in the rent after consultation with the family and upon verification of the information [24 CFR 960.257(a)(1)].

In general, an *increase* in the tenant rent that results from an annual recertification will take effect on the family's anniversary date, and the family will be notified at least 30 days in advance.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If BWCHA chooses to schedule an annual recertification for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by BWCHA, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual recertification, *increases* in the family share of the rent will be applied retroactively, to the scheduled effective date of the annual recertification. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 3.

In general, a *decrease* in the tenant rent that results from an annual recertification will take effect on the family's anniversary date.

If the family causes a delay in processing the annual recertification, d*ecreases* in the family share of the rent will be applied prospectively, from the first day of the month following completion of the recertification processing.

Delays in recertification processing are considered to be caused by the family if the family fails to provide information requested by BWCHA by the date specified, and this delay prevents BWCHA from completing the recertification as scheduled.

11.2 RECERTIFICATIONS FOR FAMILIES PAYING FLAT RENTS

[24 CFR 960.257(2)]

11.2.1 OVERVIEW

HUD requires that BWCHA offer all families the choice of paying income-based rent or flat rent at least annually. BWCHA's policies for offering families a choice of rents are located in Chapter 8.

For families who choose flat rents, BWCHA must conduct a recertification of family composition at least annually, and must conduct a recertification of family income at least once every 3 years [24 CFR 960.257(a)(2)]. BWCHA is only required to provide the amount of income-based rent the family might pay in those years that BWCHA conducts a full recertification of income and family composition, or upon request of the family after the family submits updated income information [24 CFR 960.253(e)(2)].

As it does for families that pay income-based rent, on an annual basis, BWCHA must also review community service compliance and should have each adult resident consent to a criminal background check.

This part contains BWCHA's policies for conducting Recertifications of families who choose to pay flat rents.

11.2.2 FULL RECERTIFICATION OF FAMILY INCOME AND COMPOSITION

A. Frequency of Recertification

For families paying flat rents, BWCHA will conduct a full recertification of family income and composition once every 3 years.

B. Recertification Policies

In conducting full Recertifications for families paying flat rents, BWCHA will follow the policies used for the annual recertification of families paying income-based rent as set forth in Sections 11.1.2 through 11.1.4 above.

11.2.3 RECERTIFICATION OF FAMILY COMPOSITION ("ANNUAL UPDATE")

As noted above, full Recertifications are conducted every 3 years for families paying flat rents. In the years between full Recertifications, regulations require BWCHA to conduct a recertification of family composition ("annual update") [24 CFR 960.257(a)(2)].

The annual update process is similar to the annual recertification process, except that BWCHA does not collect information about the family's income and expenses, and the family's rent is not recalculated following an annual update.

For families paying flat rents, annual updates will be conducted in each of the 2 years following the full recertification.

In scheduling the annual update, BWCHA will follow the policy used for scheduling the annual recertification of families paying income-based rent as set forth in Section 11-.1.2 above.

The terms of the public housing lease require the family to furnish information necessary for the redetermination of rent and family composition [24 CFR 966.4(c)(2)].

Notification of the annual update will be sent by first-class mail and will inform the family of the information and documentation that must be provided to BWCHA. The family will have 14 calendar days to submit the required information to BWCHA. If the family is unable to obtain the information or documents within the required time frame, the family may request an extension. BWCHA will accept required documentation by mail, by fax, or in person.

If the family's submission is incomplete, or the family does not submit the information in the required time frame, BWCHA will send a second written notice to the family. The family will have 14 calendar days from the date of the second notice to provide the missing information or documentation to BWCHA.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 15.

A. Change in Unit Size

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. BWCHA may use the results of the annual update to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]and the family's name will be placed on the transfer list. Policies related to such transfers are located in Chapter 14

B. Criminal Background Checks

Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 15.4.2.

Should BWCHA learn of possible criminal activity by a household member, the household member will be required to execute a consent form for a criminal background check as part of the annual recertification process and a criminal background check will be conducted.

C. Compliance with Community Service

For families who include nonexempt individuals, BWCHA must determine compliance with community service requirements once each 12 months [24 CFR 960.257(a)(3)].

11.3 INTERIM RECERTIFICATIONS

[24 CFR 960.257; 24 CFR 966.4]

11.3.1 OVERVIEW

Family circumstances may change throughout the period between annual Recertifications. HUD and BWCHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances BWCHA will process interim Recertifications to reflect those changes. HUD regulations also permit BWCHA to conduct interim Recertifications of income or family composition at any time.

In addition to specifying what information the family must report, HUD regulations permit the family to request an interim recertification if other aspects of the family's income or composition change. BWCHA must complete the interim recertification within a reasonable time after the family's request.

This part includes HUD and BWCHA policies describing what changes families are required to report, what changes families may choose to report, and how BWCHA will process both BWCHA- and family-initiated interim Recertifications.

11.3.2 CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

All families, those paying income-based rent as well as flat rent, must report all changes in family and household composition that occur between annual Recertifications (or annual updates).

BWCHA will conduct interim Recertifications to account for any changes in household composition that occur between annual Recertifications.

A. New Family Members Not Requiring Approval

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require BWCHA approval. However, the family is required to promptly notify BWCHA of the addition [24 CFR 966.4(a)(1)(v)].

The family must inform BWCHA of the birth, adoption or court-awarded custody of a child within 14 calendar days.

B. New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request BWCHA approval to add a new family member [24 CFR 966.4(a)(1)(v)] or other household member (live-in aide or foster child) [24 CFR 966.4(d)(3)].

This includes any person not on the lease who is expected to stay in the unit for more than 14 consecutive days or a total of 30 cumulative calendar days during any 12 month period, and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by BWCHA prior to the individual moving into the unit.

BWCHA will not approve the addition of new family or household members other than by birth, adoption, court-awarded custody, or marriage, if it will require the family to transfer to a larger size unit (under the transfer policy in Chapter 14), unless the family can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by BWCHA. Exceptions will be made on a case-by case basis.

BWCHA will not approve the addition of a new family or household member unless the individual meets BWCHA's eligibility criteria (see Chapter 4).

If the individual is found to be eligible and does pass the screening criteria, his or

her name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member

If BWCHA determines that an individual does not meet BWCHA's eligibility criteria as defined in Chapter 4, BWCHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial. The resident family will be given the opportunity for an informal review.

BWCHA will make its determination within 10 business days of receiving all information required to verify the individual's eligibility.

C. Departure of a Family or Household Member

If a family member ceases to reside in the unit, the family must inform BWCHA within 14 calendar days. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent.

If a live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform BWCHA within 14 calendar days.

11.3.3 CHANGES AFFECTING INCOME OR EXPENSES

Interim Recertifications can be scheduled either because BWCHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, BWCHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

This section only applies to families paying income-based rent. Families paying flat rent are not required to report changes in income or expenses.

A. BWCHA-initiated Interim Recertifications

BWCHA-initiated interim Recertifications are those that are scheduled based on circumstances or criteria defined by BWCHA. They are not scheduled because of changes reported by the family.

BWCHA will conduct interim Recertifications in each of the following instances:

1. For families receiving the Earned Income Disallowance (EID), BWCHA will conduct an interim recertification at the start, to adjust the exclusion with any changes in income, and at the conclusion of the second 12 month exclusion period (50 percent phase-in period).

2. If at the time of the annual recertification, tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, BWCHA will conduct an interim recertification.

3. If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), BWCHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

BWCHA may conduct an interim recertification at any time in order to correct an error in a previous recertification, or to investigate a tenant fraud complaint.

B. Family-Initiated Interim Recertifications

[24 CFR 960.257(c)]. [24 CFR 960.257(b)].

1. Required Reporting

Families are required to report in writing all increases in earned income, including new employment, within 14 calendar days of the date the change takes effect.

BWCHA will conduct interim Recertifications for families that qualify for the earned income disallowance (EID), and only when the EID family's rent will change as a result of the increase.

BWCHA will also conduct an interim if the family previously reported no income or had a temporary decrease in income.

In all other cases, BWCHA will note the information in the tenant file, but will not conduct an interim recertification.

Families are not required to report any other changes in income or expenses.

2. Optional Reporting

The family may request an interim recertification any time the family has experienced a change in circumstances since the last determination [24 CFR 960.257(b)]. BWCHA must process the request if the family reports a change that will result in a reduced family income [PH Occ GB, p. 159]. However, the family must expect that the reduction in income will exceed 30 days in order to request an interim reexamination for the purpose of a rent adjustment.

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced [24 CFR 5.615

If a family reports a change that it was not required to report and that would result in an increase in the tenant rent, BWCHA will note the information in the tenant file, but will not conduct an interim recertification.

If a family reports a change that it was not required to report and that would result in a decrease in the tenant rent, BWCHA will conduct an interim recertification. See Section 11.3.4 for effective dates.

Families may report changes in income or expenses at any time.

11.3.4 PROCESSING THE INTERIM RECERTIFICATION

A. Method of Reporting

The family must notify BWCHA of changes in writing. If the family provides oral notice, BWCHA also requires the family to submit the changes in writing.

Based on the type of change reported, BWCHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 14 calendar days of receiving a request from BWCHA. This time frame may be extended for good cause with BWCHA approval. BWCHA will accept required documentation by mail, by fax, or in person.

B. Effective Dates

BWCHA must make the interim recertification within a reasonable time after the family request [24 CFR 960.257(b)].

If the family share of the rent is to increase:

The increase generally will be effective on the first of the month following 30 days' notice to the family.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis, even if this means a retroactive increase. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 3.

If the family share of the rent is to decrease:

The decrease will be effective on the first day of the month following the month in which the change was reported. In cases where the change cannot be verified until after the date the change would have become effective or any delay is beyond the control of the family, the change will be made retroactively. If the new rent is decreased and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

11.4 RECALCULATING TENANT RENT

11.4.1 OVERVIEW

For those families paying income-based rent, BWCHA must recalculate the rent amount based on the income information received during the recertification process and notify the family of the changes [24 CFR 966.4, 960.257]. While the basic policies that govern these calculations are provided in Chapter 8, this part lays out policies that affect these calculations during a recertification.

11.4.2 CHANGES IN UTILITY ALLOWANCES

[24 CFR 965.507, 24 CFR 966.4]

The tenant rent calculations must reflect any changes in BWCHA's utility allowance schedule [24 CFR 960.253(c)(3)]. Chapter 16 discusses how utility allowance schedules are established.

Unless BWCHA is required to revise utility allowances retroactively, revised utility allowances will be applied to a family's rent calculations at the first annual recertification after the allowance is adopted.

11.4.3 NOTIFICATION OF NEW TENANT RENT

The public housing lease requires BWCHA to give the resident written notice stating any change in the amount of tenant rent, and when the change is effective [24 CFR 966.4(b)(1)(ii)].

When BWCHA redetermines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the resident, not including determination of BWCHA's schedule of Utility Allowances for families in BWCHA's Public Housing Program, or determines that the resident must transfer to another unit based on family composition, BWCHA will notify the resident that the resident may ask for an explanation stating the specific grounds of BWCHA determination, and that if the resident does not agree with the determination, the resident shall have the right to request a hearing under BWCHA's grievance procedure [24 CFR 966.4(c)(4)].

11.4.4 DISCREPANCIES

During an annual or interim recertification, BWCHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, BWCHA may discover errors made by BWCHA. When errors resulting in the overpayment or underpayment of rent are discovered, corrections will be made in accordance with the policies in Chapter 15.

12.0 PET POLICY

This Section explains BWCHA's policies on the keeping of pets, includes animals that assist persons with disabilities and any criteria or standards pertaining to this policy. The rules adopted are reasonably related to the legitimate interest of BWCHA to provide a decent, safe and sanitary living environment for all Residents, to protecting and preserving the physical condition of the property, and the financial interest of BWCHA.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

12.1 GENERAL POLICIES

A common household pet is defined as a domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes.

Each Head of Household may own up to one (1) total pet. Each bird or other animal, other than fish, shall be counted as one pet.

Allowable pets are limited to the following:

1. dog less than 20 pounds
2. cat
3. small domestic birds no larger than 6 inches tall
4. fish (reasonable number commensurate to aquarium size)

The following are not defined as common household pets and are prohibited:

1. reptiles
2. psittacine birds (example, parrots)
3. wild animals
4. non-human primates
5. feral animals
6. ferrets
7. livestock
8. pot-bellied pigs
9. mice
10. hedgehogs
11. rats
12. gerbils
13. pigeons
14. hamsters
15. doves

16. guinea pigs

17. mynah birds

18. any other animals whose protective instincts and instincts and natural body armor pose a risk to human beings or other animals.

The Housing Authority reserves the right to refuse any pets that are considered to be inappropriate to live in public housing excluding service and companion animals.

If the pet is a dog or cat, it must be neutered/spayed by the age of 6 months. Supporting evidence must be provided from a veterinarian and/or staff of the Humane Society. The evidence must be provided prior to the execution of this Agreement and/or within fourteen (14) days of the pet becoming of the age to be neutered/spayed.

Resident must provide waterproof and leak-proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.

Also, the weight of a cat cannot exceed 10 pounds (fully grown), and a dog may not exceed 20 pounds in weight (fully grown). All other four-legged animals are limited to 10 pounds (fully grown).

Note: Any pet that is not fully grown will be weighed every 6 months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from BWCHA property.

If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.

If the pet is a fish, the aquarium must be 20 gallons or less, and the container must be placed in a safe location in the unit. The Resident is limited to one container for the fish and a reasonable number of fish commensurate to the aquarium size. The container must be maintained in a safe and non-hazardous manner.

All pets must be housed within the unit and no facilities can be constructed outside of the unit. No animal shall be permitted to be loose, and if the pet is taken outside, it must be taken outside on a leash and kept off other Resident's lawns. Also, all pets must wear collars with identification at all times. Pets without a collar will be picked up immediately and transported to the Humane Society or other appropriate facility.

All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult. Pets which are unleashed, or leashed and unattended, on BWCHA property may be impounded and taken to the local Humane Society or other appropriate facility. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident. Also, if a

member of the Housing Authority staff has to take a pet to the Humane Society or other appropriate facility, the Resident will be charged $50 to cover the expense of taking the pet(s) to the Humane Society.

Residents must have the prior written approval of BWCHA **BEFORE MOVING A PET INTO THEIR UNIT.** Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before BWCHA will approve the request. Residents must give BWCHA a picture of the pet so it can be identified if it is running loose.

If a Resident harbors a pet without approval of BWCHA, or without registration, their pet ownership privileges shall be suspended for a period of one (1) year. A repeat violation will result in lifetime suspension of pet ownership privileges.

No Resident shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside a dwelling unit, for commercial purposes or for fighting.

All residents are prohibited from feeding, housing or caring for stray animals. Such action shall constitute having a pet without permission of BWCHA.

Pets not owned by a current BWCHA Resident, or properly registered and authorized by **BWCHA**, are NOT permitted on the premises on a temporary or visiting basis. Trained service animals that are used to assist persons with disabilities are excluded from this provision.

No pet owner shall keep a pet in violation of State or local health and/or anti-cruelty laws or ordinances. Any failure of the Pet Ownership Policy to define the applicable laws or ordinances does not relieve the pet owner of the responsibility for complying with this requirement.

In order to safeguard the health and welfare of Residents, employees and the public, no pet owner shall keep a vicious, dangerous or intimidating pet on the premises. If the pet owner declines, delays, or refuses to remove such a pet from the premises, BWCHA will effect its removal. The owner will be responsible for any costs associated with the pet's removal and/or subsequent impoundment. The definition of a vicious or dangerous animal is:

"Any animal that constitutes a physical threat to human beings, other animals or livestock; any animal which has a disposition or propensity to cause injury or behave in a manner which could reasonably cause injury to human beings, other animals or livestock, regardless of whether or not such behavior is hostile; any animal which has, without provocation, bitten, attacked or inflicted injury on any human being, other animal or livestock; any animal which has been used in the commission of a crime."

Any dog that is offspring of the following breeds, regardless of the percentage of pedigree, is strictly prohibited:

1. Pit-Bull Terrier
2. German Shepherd
3. Doberman Pinscher
4. Chow
5. Rottweiler
6. Boxer
7. Akita
8. Shar Pei

A dog or cat's height may not exceed 15 inches (measured at the shoulder) by the time it reaches adulthood.

Service animals that are specifically trained to assist persons with disabilities are excluded from the breed, size, weight, and type requirements. They are; however, required to assure proper licensing, inoculations, leash restraints, etceteras.

Dogs and cats shall be licensed as required by State and local laws or ordinances. Pet licenses must always be current. Dogs and cats must wear a collar with the license tag affixed at all times.

If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a veterinarian or staff of the Humane Society, and must be provided before the execution of this agreement.

BWCHA reserves the right to require the removal of any pet from the premises, when the animal's conduct or condition is duly determined to constitute a nuisance or a threat to the health or safety of other persons, or animals. If a pet cause's harm to any person, the pet's owner shall be required to permanently remove the pet from BWCHA's property within 24 hours of written notice from BWCHA. The pet owner may also be subject to termination of his/her dwelling lease.

12.2 SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT

BWCHA Pet Procedures section shall set forth the deposit schedule.

The pet deposit is in addition to any other financial obligation imposed on Residents who own or keep a pet. The pet deposit shall be placed into an escrow account and shall be used only when the pet owner no longer keeps a pet or at the termination of the lease. The pet deposit shall only be used to cover the costs of damages directly attributable to the presence of the pet on the promises.

Examples of such costs or damages can include (but are not limited to) the following:

- repairs and/or replacements to the premises
- fumigation of the premises
- extermination of the premises

12.3. HOLD HARMLESS, DEFEND & INDEMNIFY

The Resident agrees that it will protect, save, defend, hold harmless and indemnify BWCHA, its officers employees and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences, occasioned by either the negligent or willful conduct of the Resident, its pet, or any person or pet on the property or within the unit leased, regardless of who the injured party may be.

12.4 END OF PET OWNERSHIP

When a resident ceases to own or keep a pet, they shall notify BWCHA within fourteen (14) days. Upon notification, a BWCHA representative shall schedule and perform an inspection of the apartment and subsequent surrounding areas for damages directly related to the presence of the pet. The cost of damages, if any, shall be deducted from the security deposit. BWCHA will then refund the unused portion of the pet deposit to the resident within a reasonable time period.

12.5 RESIDENT RESPONSIBLE FOR DAMAGE UPON VACATION OF PREMISES

When a resident vacates BWCHA property, a BWCHA representative shall perform an inspection of the apartment and subsequent surrounding areas for damages directly related to the presence of the pet. The cost of damages, if any, shall be deducted from the security deposit. BWCHA will then refund the unused portion of the pet deposit to the former resident within a reasonable time period.

12.6 PET REGISTRATION

A. A Resident who desires to own a pet shall register the pet at BWCHA's on-site management office in the development where they reside.

B. Registration for each animal shall be accomplished by the filing of the following disclosures and forms:

1. Name of the adult household member who will be primarily responsible for animal care.

2. Detailed description of the pet.

3. Color photograph of the pet.

4. A health certificate prepared by a veterinarian, including the following information:

   a. attestations of no communicable disease;

   b. spaying or neutering;

   c. medical condition precluding spaying or neutering;

   d. current rabies and distemper vaccinations for species subject to State or local rabies vaccination requirements;

   e. name, address and telephone number of veterinarian who will be providing regular care to the pet,

   f. a copy of the license issued by the appropriate governing body for ownership of the animal for whom licensing is a legal requirement, and

C. The pet owner must provide additional information necessary to ensure compliance with any policies prescribed herein. The pet owner shall be required to sign a statement indicating that he or she has read and received a copy of the Pet Policy and agrees to comply with all provisions contained in it.

D. Each pet owner shall identify two (2) alternate custodians or responsible parties for his or her pet. The custodians must be willing and able to assume responsibility for the care and keeping of the pet, including (if necessary) the removal of the pet from BWCHA property. If the pet owner becomes ill or is absent from the dwelling unit and unable to care for his or her pet, the alternate custodians shall assume responsibility. Custodian information shall include the name, address and phone number. This information shall be updated as often as necessary to ensure BWCHA has current information at all times.

E. Upon receipt and validation of the above disclosures, fees and deposits, BWCHA will issue the pet owner an identification tag. The identification tag must be conspicuously displayed, at all times:

   GARDEN TYPE APARTMENTS - in the top left-hand side of the front room window.

   HIGH-RISE APARTMENTS - directly above the door lock on the apartment door leading to the common hallway.

F. Resident shall not harbor or keep a pet on BWCHA property before obtaining authorization and an identification tag from an agent of BWCHA.

G. The pet owner shall re-certify the pet's registration at least annually. Re-certification of pet registration shall require the same disclosures as the initial pet registration described above.

H. BWCHA shall revoke a pet's registration, or refuse to register a pet, if the pet owner fails to provide required pet registration information, or fails to update the required information at least annually or when requested by an agent of BWCHA or its designee.

I. All dogs and cats must wear a tag bearing the resident's name, phone number, and the date of the latest rabies inoculation.

12.7 PET CARE

A. The pet owner shall house the pet inside of his or her dwelling unit.

B. The pet owner shall feed his or her pet, at least once per day, or in accordance with reasonable standards and proper care of a specific type of pet.

C. A dog owner must ensure that the pet is exercised at least twice per day.

D. A pet owner shall implement effective flea control by measures that produce no toxic hazard to the pet or others that may come into contact with treated animals.

E.. A pet owner shall ensure suitable sanitation of the animal's living or sleeping quarters at all times.

F. Dogs, cats and birds shall have access to an adequate supply of fresh water at all times.

G. A representative of BWCHA, or the local police, or their designee may, at any time, inspect any animal and the premises where the animal is kept.

H. A representative of BWCHA and/or the local police, or their designee, may enter a dwelling unit when there is evidence that an animal, left alone, is in danger or distress, or has been left untended for 10 hours or more. If there are unfavorable conditions present, the pet may be impounded, subject to any provisions of State or local health and/or anti-cruelty laws or ordinances in this regard. BWCHA shall accept no responsibility for the pet under such circumstances.

12.8 HANDLING OF PETS

A. A pet owner is prohibited from altering the dwelling unit or the surrounding premises to create a space, hole, container, shelter or enclosure for any pet.

B. A pet owner is prohibited from erecting or placing a cage, crate, shelter, or container outside of his or her apartment, at any time.

C. The pet owner shall keep a cat or dog on a leash, and shall control the animal when it is taken out of the dwelling unit, for any purpose. The leash must be attached to an individual 12 years of age or older. The leash may not exceed 6 feet in length.

D. A pet owner is prohibited from tethering or chaining an animal outside of or within the dwelling unit.

E. The pet owner shall remove or restrain a pet when a BWCHA representative or designee is present in or around his or her apartment. Examples can include, but are not limited to, site managers, repair technicians, inspectors, exterminators, etc.

F. The owner of a bird shall confine it/them to a cage at all times.

G. Pets are restricted from lobbies, laundry rooms, social rooms, libraries, dining halls, management offices, hallways and other such common areas in buildings owned by BWCHA, other than for reasonable entry to and egress from the building.

H. Any animal running loose will be referred to the local authorities for removal from the premises.

I. In the event of the death of the pet, the pet owner/Resident is responsible for making immediate arrangements for its removal and disposal. CARCASSES MAY NOT BE PLACED IN DUMPSTERS, TRASH BINS, ETC. Resident is responsible for notifying BWCHA within a reasonable time after death of the pet.

12.9 PET WASTE REMOVAL

A. The owner of a cat must provide a box with kitty litter, inside the dwelling unit, which must be accessible to the cat, at all times. The pet owner shall not permit waste in the litter box to accumulate or to become offensive, unsanitary or unsightly. The litter must be cleaned of waste at least every two (2) days, and totally replaced at least once each week. The pet owner shall dispose of such waste and litter by placing it in a tightly sealed repository and depositing it in the appropriate trash receptacle (trash can or dumpster) outside the apartment where the pet owner resides.

B. The owner of a dog shall not permit their pet to void urine or excrement in any neighboring yards or common public areas.

C. The owner of a dog shall not permit dog waste to accumulate or to become offensive, unsanitary or unsightly in the yard assigned to the owner's apartment.

Waste shall be removed immediately. The waste must be disposed of by placing it in a tightly sealed repository and depositing it in an appropriate trash receptacle outside the apartment where the pet owner resides.

D. Pet waste shall not be flushed down toilets, sinks or tubs.

12.10 HEALTH & SAFETY

A. The pet owner shall take precautions and any measures necessary to eliminate offensive pet odors within and around the dwelling unit, and shall maintain the dwelling unit in a sanitary condition at all times, as determined by BWCHA.

B. No pet owner shall permit his or her pet to void urine or excrement in any neighboring yards or common public areas.

C. Pet bedding shall not be washed in any common laundry facilities.

D. A pet owner shall not keep or harbor any pet so as to create offensive odors, excessive noise, or unsanitary conditions, which demonstrate a menace to the health, comfort, or safety of other persons or animals. If a pet shall cause harm to any person, the pet's owner shall be required to permanently remove the pet from BWCHA's property within 24 hours of written notice from BWCHA. The pet owner may also be subject to termination of his/her dwelling lease.

E. The pet owner shall remove or restrain a pet when a BWCHA representative, or a designee, is present in or around their apartment. Examples can include, but are not limited to, repair technicians, inspectors, exterminators, etc.

F. At no time may a pet prohibit BWCHA representatives or designees from gaining access to BWCHA property (see *also,* § *VII. Pet Removal).*

G. BWCHA reserves the right to seek impoundment and sheltering of any animal, if the pet's conduct or condition is duly determined to constitute a nuisance or a threat to the health or safety of other persons or animals. The provisions of State or local health and anticruelty laws and ordinances will be observed in making this determination. If a pet shall cause harm to any person, the pet's owner shall be required to permanently remove the pet from BWCHA's property within 24 hours of written notice from BWCHA at the pet owner's expense. The pet owner may also be subject to termination of his/her dwelling lease.

H. To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain areas in BWCHA development(s)/building(s). This shall be implemented based on demand for this service.

12.11 PET REMOVAL

A. IMMEDIATE

An animal is subject to **IMMEDIATE** removal from the premises when BWCHA determines, on the basis of objective facts, one or more of the following conditions exist:

1. A pet prohibits BWCHA representatives or designees from gaining access to BWCHA property.

2. A pet displays vicious, dangerous, or intimidating behavior, displays symptoms of an illness, or demonstrates behavior that constitutes an immediate threat to the health or safety of others. The definition of a vicious or dangerous animal is:

   a) any animal that constitutes a physical threat to human beings, other animals;

   b) any animal that has a disposition or propensity to cause injury or behaves in a manner that may possibly cause injury;

   c) any animal that has, without provocation, bitten, attacked or inflicted injury on any human being or other animal;

   d) any animal that has been used in the commission of a crime.

3. There is evidence that an animal left alone, is in danger or distress or has been left untended for 10 hours or more.

   The said pet shall be prohibited from returning to BWCHA property pending resolution of any dispute regarding said violation.

   If BWCHA must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/her pet deposit as well as their pet ownership privileges.

B. URGENT

An animal is subject to removal from the premises if BWCHA determines, on the basis of objective facts, the following conditions exist:

1. The local authority empowered to do so revoke a dog or cat license.

2. A pet repeatedly disturbs, interferes or diminishes the peaceful enjoyment of the surroundings of the community in which the pet resides. The terms disturb, interfere or diminish shall include, but are not limited to barking,

howling, biting, scratching, chirping and other activities of a disturbing nature.

12.12 ANIMAL BITES

In the event a dog, cat or other mammal has bitten an individual, the incident shall be reported to the local police and BWCHA within 48 hours of the bite.

Failure to do so will result in the revocation of the pet ownership privileges.

If a pet shall cause harm to any person, the pet's owner shall be required to permanently remove the pet from BWCHA property within 24 hours of written notice from BWCHA. The pet owner may also be subject to termination of his/her dwelling lease.

12.13 ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

The purpose of this policy is to establish BWCHA's policy and procedures for ownership of pets in elderly and/or disabled persons' units and to ensure that no applicant or Resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the rights of persons with disabilities to own service or companion animals that are used to assist them.

The general pet policies herein will not be applied to service or companion animals that assist persons with disabilities.

To be considered an animal that assists a person with disabilities, the Resident/pet owner must certify, with supporting documentation if applicable, that:

1. There is a person in the household with a disability that required pet assistance as verified in writing by a professional with knowledge of the disability;

2. The animal's activity assists the person with the disability.

12.14 PET POLICY VIOLATIONS

If BWCHA determines, on the basis of objective facts, that a pet owner has violated any section of the Pet Ownership Policy (which is not defined in Section VII of the Policy),

1. A written notice of pet violation will be issued to the pet owner. The notice shall contain:

    a) A statement of the factual basis for the determination, and the pet rule or rules alleged to be violated;

b) A statement allowing the pet owner five (5) days from the date of the notice to correct the violation(s), and;

c) The pet owner's rights under BWCHA's Grievance Policy.

BWCHA's Grievance Policy shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

2. If a pet owner fails to correct the violation(s) within the allocated time, BWCHA shall follow the procedures for Urgent Removal of an Animal found in Section VII of this Policy. The said pet shall be prohibited from returning to BWCHA property pending resolution of any dispute regarding said violation.

3. Any violations of the Pet Ownership Policy within a twelve (12) month period shall result in the revocation of pet ownership privileges for all members of the unit wherein the pet resided for the remainder of the resident's tenancy.

4. If it resident harbors a pet without BWCHA approval, or permits repeated "visits" from unregistered pets (unless the unregistered "visiting" pet would quality under Section IX above), pet ownership privileges for all members of the unit will result in suspension of pet ownership privileges for the remainder of the resident's (and all household members) tenancy.

If BWCHA must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/her pet deposit as well as their pet ownership privileges.

13.0 COMMUNITY SERVICE

13.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

13.2 EXEMPTIONS

The following adult family members of Resident families are exempt from this requirement:

A. Family members who are 62 or older.

B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.

C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.

D. Family members engaged in work activity as defined in section 407(d) of the Social Security Act, specified below. Family member who are employed and work at least 10 hours per week.

1. Unsubsidized employment;

2. Subsidized private-sector employment;

3. Subsidized public-sector employment;

4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

5. On-the-job-training;

6. Job-search and job-readiness assistance;

7. Community service programs;

8. Vocational educational training (not to exceed 12 months with respect to

any individual);

9. Job-skills training directly related to employment;

10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;

11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and

12. The provision of childcare services to an individual who is participating in a community service program.

E. Family members who are or would be exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.

F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

13.3 NOTIFICATION OF THE REQUIREMENT

The BELLINGHAM/WHATCOM COUNTY Housing Authorities shall identify all adult family members who are apparently not exempt from the community service requirement.

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

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

13.4 VOLUNTEER OPPORTUNITIES

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

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

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

Together with the resident advisory councils, the Bellingham Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

13.5 THE PROCESS

Upon admission or at the first annual recertification on or after BWCHA Fiscal Year starting October 1st of each year, and each annual recertification thereafter, the BELLINGHAM/WHATCOM COUNTY Housing Authorities will work with the Whatcom Volunteer Center (WVC) to do the following:

Provide orientation and a list of volunteer opportunities to the family members.

Provide information about obtaining suitable volunteer positions.

Enroll members and provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

The volunteer center will track the family member's progress monthly.

The WVC will provide BWCHA monthly reports of hours so that at least thirty (30) calendar days before the family's next lease anniversary date the BELLINGHAM/WHATCOM COUNTY Housing Authorities can determine whether each applicable adult family member is in compliance with the community service requirement.

13.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The BELLINGHAM/WHATCOM COUNTY Housing Authorities will notify any family found to be in noncompliance of the following:

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

That the determination is subject to the grievance procedure; and

That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

13.7 OPPORTUNITY FOR CURE

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

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the BELLINGHAM/WHATCOM COUNTY Housing Authorities shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

13.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the BELLINGHAM/WHATCOM COUNTY Housing Authorities may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees or replace a job at any location where residents perform activities to satisfy the service requirement.

14.0 UNIT TRANSFERS

14.1 INTRODUCTION

The transferring of families is a very costly procedure, both to BWCHA and to the families. However, it is the policy of BWCHA to permit a resident to transfer within or between housing developments when it is necessary to comply with occupancy standards or when it will help accomplish the Affirmative Housing goals of BWCHA.

For purposes of this transfer policy, the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

14.2 GENERAL STATEMENT

A family may be eligible to transfer for valid and certifiable reasons such as enabling the family to be:

Closer to a place of employment;

Closer to a required medical treatment center; or

To move from an upstairs to a downstairs unit for medical or accessibility reasons; or

BWCHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

BWCHA will charge the families for any damages to the previous unit that exceeds that unit's security deposit.

Except in emergency situations, transfers will be avoided when the family is:

Delinquent in their rent;

In the process of recertification to determine rent and eligibility; or

About to be asked to move for reasons other than non-payment of rent.

Not in good standing with BWCHA due to rental history or a history of disturbances.

History of not taking proper care of unit.

Transfers will occur and be limited by the Transfer Procedure as adopted by BWCHA Management from time-to-time.

14.3 RANK ORDER OF TRANSFER LIST

The Transfer Waiting list will be maintained in rank order by:

A. Emergency

B. Medical hardship

C. Transportation hardship

D. Unit too large or small

E. Date of approval

14.4 MANDATORY TRANSFERS

If there is a required change in the size of unit needed, it will be necessary for the resident to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.

BWCHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list, which will be reviewed for need-based transfers before any unit is offered to a family on the waiting list.

If a family that is required to move refuses the offered unit, BWCHA will evaluate the reason for the refusal and determine if it is one of good cause. If BWCHA determines that there is no good cause, BWCHA will begin lease termination proceedings.

14.5 NON-MANDATORY TRANSFERS

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer based on occupancy standards, the transfer list will be reviewed for other families desiring a transfer.

BWCHA will allow 10 total tenant requested transfers per year and not more than 1 transfer in any given month and no more than 5 in any six month period.

If there is a participant family waiting for transfer to an available and appropriately sized unit, the participant family will be offered the next available unit matching the family's needs as provided by the resident in the request for transfer. Rejection of the unit offer based on reasons other than not meeting the families need as provided by the resident on the request for transfer may result in the transfer being denied by BWCHA.

14.6 EMERGENCY TRANSFERS

BWCHA will authorize an emergency transfer for a participant family if one of the following conditions occurs:

The resident's unit has been damaged by fire, flood, or other causes to such a degree that the unit is not habitable, provided the damage was not the result of an intentional act, carelessness or negligence on the part of the resident or a member of the resident's household.

Special Circumstance Transfers

BWCHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

The resident's unit is being modernized or significantly remodeled. In such cases, the family may only be offered temporary relocation and may be allowed to return to their unit once rehabilitation is complete.

BWCHA has a need, at the discretion of the Executive Director to transfer the resident family to another unit and the resident voluntarily agrees to such transfer.

14.7 INCENTIVE TRANSFERS

Transfers that serve BWCHA's economic income policy may include incentives and refusal of a transfer request will have no effect on the family's standing in BWCHA public housing.

14.8 MOVING COSTS

The resident, except when the transfer is due to inhabitability, through no fault of the resident, or the need of BWCHA, will pay all moving costs related to the transfer.

14.9 SECURITY DEPOSITS

The family will be required to pay a new deposit upon acceptance of a unit.

BWCHA will require a new security deposit of all families.

The family or person will pay a security deposit of $375.00 for a family unit and $225 for an elderly unit.

In exceptional situations BWCHA reserves the right to allow a new resident to pay their security deposit in up to three (3) payments: one-third paid in advance, one-third paid with their second month's rent, and one-third with their third month's rent payment. This shall be at the sole discretion of BWCHA and on a case-by case basis.

The resident will be billed for any charges that occur as a result of the resident moving out of the apartment.

14.10 RIGHT OF BWCHA IN TRANSFER POLICY

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

15.0 TERMINATIONS

OVERVIEW

Either party in a lease agreement may terminate the lease under certain circumstances. A public housing lease is different from a private dwelling lease in that the family's rental assistance is tied to their tenancy. When the family moves from their public housing unit, they lose their rental assistance. Therefore, there are additional safeguards to protect the family's tenancy in public housing.

Likewise, there are safeguards to protect HUD's interest in the public housing program, to assure that qualified families are provided decent, safe, and sanitary housing which is in good repair. BWCHA may terminate the lease because of the family's failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. HUD regulations specify some reasons for which BWCHA can terminate a family's lease, and give BWCHA authority to determine other reasons.

When determining BWCHA policy on terminations, state and local landlord-tenant laws must be considered, since such laws could vary from one location to another. These variances may be either more or less restrictive than federal law or HUD regulation.

This chapter presents the policies that govern both the family's and BWCHA's termination of the lease. It is presented in four parts:

Part I: Termination by Tenant. This part discusses the family's voluntary termination of the lease and the requirements BWCHA places upon families who wish to terminate their lease.

Part II: Termination by BWCHA - Mandatory. This part describes the policies that govern how, and under what circumstances, a mandatory lease termination by BWCHA occurs. This part also includes non-renewal of the lease for noncompliance with community service requirements.

Part III: Termination by BWCHA – Other Authorized Reasons. This part describes BWCHA's options for lease termination that are not mandated by HUD regulation but for which HUD authorizesBWCHA to terminate. For some of these options HUD requires BWCHA to establish policies and lease provisions for termination, but termination is not mandatory. For other options BWCHA has full discretion whether to consider the options as just cause to terminate as long as BWCHA policies are reasonable, nondiscriminatory, and do not violate state or local landlord-tenant law. This part also discusses the alternatives that BWCHA may consider in lieu of termination, and the criteria BWCHA will use when deciding what actions to take.

Part IV: Notification Requirements. This part presents the federal requirements for disclosure of criminal records to the family prior to termination, the HUD requirements and BWCHA policies regarding the timing and content of written notices for lease termination and eviction, and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination.

15.1 TERMINATION BY TENANT

[24 CFR 966.4(k)(1)(ii) and 24 CFR 966.4(l)(1)]

The family may terminate the lease at any time, for any reason, by following the notification procedures as outlined in the lease. Such notice must be in writing and delivered to the project office or BWCHA central office or sent by pre-paid first-class mail, properly addressed.

If a family desires to move and terminate their tenancy with BWCHA, they must give at least 20 calendar days advance written notice to BWCHA of their intent to vacate. When a family must give less than 20 days notice due to circumstances beyond their control BWCHA, at its discretion, may waive the 0 day requirement.

The notice of intent to vacate must be signed by the head of household, spouse, or co-head.

15.2 TERMINATION BY BWCHA - MANDATORY

OVERVIEW

HUD requires BWCHA to terminate the lease in certain circumstances. In other circumstances HUD requires BWCHA to establish provisions for lease termination, but it is still BWCHA option to determine, on a case-by-case basis, whether termination is warranted. For those tenant actions or failures to act where HUD requires termination. BWCHA has no such option. In those cases, the family's lease must be terminated. This part describes situations in which HUD requires BWCHA to terminate the lease.

A. Failure To Provide Consent [24 CFR 960.259(A) And (B)]

BWCHA must terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any recertification. See Chapter 9 for a complete discussion of consent requirements.

B. Failure To Document Citizenship [24 CFR 5.514(C) And (D) And 24 CFR 960.259(A)]

BWCHA must terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and

eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or (3) a family member, as determined by BWCHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

See Chapter 9 for a complete discussion of documentation requirements.

C. Failure To Provide Social Security Documentation [24 CFR 5.218(C) And 24 CFR 960.259(A)(3)]

BWCHA will terminate the lease if a resident family fails to provide the documentation or certification required for any family member who obtains a social security number, joins the family, or reaches 6 years of age. See Chapter 9 for a complete discussion of documentation and certification requirements.

D. Failure To Accept BWCHA's Offer Of A Lease Revision [24 CFR 966.4(L)(2)(Ii)(E)]

BWCHA will terminate the lease if the family fails to accept BWCHA's offer of a lease revision to an existing lease, provided BWCHA has done the following:

1. The revision is on a form adopted by BWCHA in accordance with 24 CFR 966.3 pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments.
2. BWCHA has made written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect.
3. BWCHA has specified in the offer a reasonable time limit within that period for acceptance by the family

See Chapter 10 for information pertaining to BWCHA policies for offering lease revisions.

E. Methamphetamine Conviction [24 CFR 966.4(L)(5)(I)(A)]

BWCHA will immediately terminate the lease if BWCHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

See Section 15.3.2. below for the HUD definition of *premises.*

F. Noncompliance With Community Service Requirements [24 CFR 966.4(L)(2)(Ii)(D), 24 CFR 960.603(B) And 24 CFR 960.607(B)(2)(Ii) And (C)]

BWCHA is prohibited from renewing the lease at the end of the 12 month lease term when the family fails to comply with the community service requirements as described in Chapter 13. The community service requirement was implemented BWCHA October 2005.

15.3 TERMINATION BY BWCHA – OTHER AUTHORIZED REASONS

15.3.1 OVERVIEW

Besides requiring BWCHA to terminate the lease under the circumstances described in Part II, HUD requires BWCHA to establish provisions in the lease for termination pertaining to certain criminal activity, alcohol abuse, and certain household obligations stated in the regulations. While these provisions for lease termination must be in the lease agreement, HUD does not require BWCHA to terminate for such violations in all cases. BWCHA has the discretion to consider circumstances surrounding the violation or, in applicable situations, whether the offending household member has entered or completed rehabilitation, and BWCHA may, as an alternative to termination, require the exclusion of the culpable household member. BWCHA must make policy decisions concerning these options.

In addition, HUD authorizes BWCHA to terminate the lease for other grounds, but for only those grounds that constitute serious or repeated violations of material terms of the lease or that are for other good cause. BWCHA must develop policies pertaining to what constitutes serious or repeated lease violations, and other good cause, based upon the content of BWCHA lease. In the development of the terms of the lease, BWCHA must consider the limitations imposed by state and local landlord-tenant law, as well as HUD regulations and federal statutes. Because of variations in state and local landlord-tenant law, and because HUD affords BWCHA wide discretion in some areas, a broad range of policies could be acceptable.

BWCHA, with some restrictions, also has the option to terminate the tenancies of families who are over income.

BWCHA may consider alternatives to termination and must establish policies describing the criteria BWCHA will use when deciding what action to take, the types of evidence that will be acceptable, and the steps BWCHA must take when terminating a family's lease.

The Violence against women reauthorization act of 2005 explicitly prohibits PHA's from considering incidents or actual threatened domestic violence, dating violence, or stalking reasons for terminating the assistance of a victim of such violence.

15.3.2 MANDATORY LEASE PROVISIONS

[24 CFR 966.4(l)(5)]

This section addresses provisions for lease termination that must be included in the lease agreement according to HUD regulations. Although the provisions are required, HUD does not require BWCHA to terminate for such violations in all cases, therefore BWCHA policies are needed.

***Definitions* [24 CFR 5.100]**

The following definitions will be used for this and other parts of this chapter:

Covered person means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802].

Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug.

Guest means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

Household means the family and BWCHA-approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the unit [HUD-50058, Instruction Booklet, p. 65].

Other person under the tenant's control means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not*under the tenant's control* .

Premises means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

A. Drug Crime On or Off the Premises [24 CFR 966.4(l)(5)(i)(B)]

BWCHA will terminate the lease for drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control.

BWCHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the drug-related criminal activity.

In making its decision to terminate the lease, BWCHA will consider alternatives as described in Section 15.3.4 and other factors as described in Section 15.3.5. Upon consideration of such alternatives and factors, BWCHA may, on a case-by case basis, choose not to terminate the lease.

B. Illegal Use of a Drug [24 CFR 966.4(l)(5)(i)(B)]

BWCHA will terminate the lease when BWCHA determines that a household member is illegally using a drug or BWCHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous six months.

BWCHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs.

In making its decision to terminate the lease, BWCHA will consider alternatives as described in Section 13-III.D and other factors as described in Section 13-III.E. Upon consideration of such alternatives and factors, BWCHA may, on a case-by case basis, choose not to terminate the lease.

C. Threat to Other Residents [24 CFR 966.4(l)(5)(ii)(A)]

BWCHA will terminate the lease when a covered person engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including BWCHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises.

Immediate vicinity means within a three-block radius of the premises.

BWCHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the criminal activity.

In making its decision to terminate the lease, BWCHA will consider alternatives as described in Section 13-III.D and other factors as described in Section 13-III.E. Upon consideration of such alternatives and factors, BWCHA may, on a case-by case basis, choose not to terminate the lease.

D. Alcohol Abuse [24 CFR 966.4(l)(5)(vi)(A)]

BWCHA will terminate the lease if BWCHA determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous six months.

BWCHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the abuse of alcohol.

In making its decision to terminate the lease, BWCHA will consider alternatives as described in Section 13-III.D and other factors as described in Section 13-III.E. Upon consideration of such alternatives and factors, BWCHA may, on a case-by case basis, choose not to terminate the lease.

E. Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation [24 CFR 966.4(l)(5)(vi)(B)]

BWCHA will terminate the lease if BWCHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

BWCHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs or the abuse of alcohol, and any records or other documentation (or lack of records or documentation) supporting claims of rehabilitation of illegal drug users or alcohol abusers.

In making its decision to terminate the lease, BWCHA will consider alternatives as described in Section 13-III.D and other factors as described in Section 13-III.E. Upon consideration of such alternatives and factors, BWCHA may, on a case-by case basis, choose not to terminate the lease.

F. Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions [24 CFR 966.4(l)(2)(i) and 24 CFR 966.4(f)]

BWCHA will terminate the lease for the following violations of tenant obligations under the lease:

1. Failure to make payments due under the lease, including nonpayment of rent.

2. Repeated late payment of rent or other charges. Four late payments within a 12 month period shall constitute a repeated late payment.

3. Threatening, harassing or the use of obscenities toward any BWCHA staff member, contractors or building assistants

4. Allowing persons who are known and registered as sex offenders to enter or loiter on or near the premises; allowing individuals in the unit on or near the premises who have participated in drug related criminal activity or who have been issued a notice of trespass by BWCHA which prohibit themfrom entering any building, unit or common area

5. Failure to fulfill the following household obligations:

    a. Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

    b. Not to provide accommodations for boarders or lodgers

    c. To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose

    d. To abide by necessary and reasonable regulations promulgated by BWCHA for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease

    e. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety

    f. To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition

    g. To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner

    h. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators

i. To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project

j. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest

k. To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition

In making its decision to terminate the lease, BWCHA will consider alternatives as described in Section 15.3.4 and other factors as described in Section 15.3.5. Upon consideration of such alternatives and factors, BWCHA may, on a case-by-case basis, choose not to terminate the lease.

15.3.3 OTHER AUTHORIZED REASONS FOR TERMINATION

[24 CFR 966.4(l)(2) and (5)(ii)(B)]

A. Other Good Cause [24 CFR 966.4(l)(2)(ii)(B) and (C)]

HUD regulations state that BWCHA may terminate tenancy for other good cause. The regulations provide a few examples of other good cause, but do not limit BWCHA to only those examples.

BWCHA will terminate the lease for the following reasons.

1. *Fugitive Felon or Parole Violator.* If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or violating a condition of probation or parole imposed under federal or state law.

2. *Persons subject to sex offender registration requirement.* If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.

3. Discovery after admission of facts that made the tenant ineligible.

4. Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with recertification of income

5. Failure to furnish such information and certifications regarding family composition and income as may be necessary for BWCHA to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size

6. Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by BWCHA that such a dwelling unit is available

7. Failure to permit access to the unit by BWCHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists

8. Failure to promptly inform BWCHA of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event.

9. Failure to abide by the provisions of BWCHA pet policy

10. If the family has breached the terms of a repayment agreement entered into with BWCHA

11. If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

12. If household member has engaged in or threatened violent or abusive behavior toward BWCHA personnel.

    a. *Abusive or violent behavior towards BWCHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

    b. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

13. Criminal Activity

    BWCHA will terminate the lease when:

    a. a covered person engages in any criminal activity or any activity that would be a crime on or off the premises.

    b. any criminal activity or any activity that would be a crime occurs within a Resident’s unit regardless of who conducted the criminal

activity and the Resident or household members failed to take reasonable measures to prevent or control such activity.

c. any criminal activity or any activity that would be considered a crime on or off the property regardless of who conducted such activity that the Resident was aware of and failed to take reasonable measures to control.

In making its decision to terminate the lease, BWCHA will consider alternatives as described in 15.3.4 and other factors described in Section 15.3.5. Upon consideration of such alternatives and factors, BWCHA may, on a case-by case basis, choose not to terminate the lease.

B. Family Absence from Unit [24 CFR 982.551(i)]

The family must supply any information or certification requested by BWCHA to verify that the family is living in the unit, or relating to family absence from the unit, including any BWCHA-requested information or certification on the purposes of family absences. The family must cooperate with BWCHA for this purpose.

C. Abandonment

If the family appears to have vacated the unit without giving proper notice, BWCHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, BWCHA will secure the unit immediately to prevent vandalism and other criminal activity.

BWCHA will consider a unit to be abandoned when a resident has both fallen behind in rent AND has clearly indicated by words or actions an intention not to continue living in the unit, or the family and/or Resident has been absent for 180 consecutive days in any circumstance for any reason, regardless of payment of rent, without prior written approval obtained from BWCHA Management. BWCHA will consider a unit to be abandoned when a resident has both been absent for a period of 30 consecutive days, without written pre-approval and/or without reasonable cause or excuse, and has failed to pay rent for the same time period. A family and/or Resident may be absent from a unit for brief period of time, no greater than 30 days without payment of rent. Absence shall mean that no member of the family or the Resident is residing in the unit. Verification of occupancy may include letters to the unit, phone calls, visits, or questions to the neighbors. Absences for vacations, hospitalization shall not be deemed abandonment, unless absence is in excess of 30 days. A family's abandonment of a unit shall not bar readmission or resumption of assistance to the family or Resident.

When a unit has been abandoned, BWCHA representative may enter the unit and

remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the BWCHA does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office. Disposition of the property left in the resident's unit shall occur in a manner consistent with this policy and applicable state law. To the extent that there may be a conflict between this policy and State law, the provisions of State law shall control.

Any money raised by the sale or disposition of the property goes to cover money owed by the family to BWCHA such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known, BWCHA will mail it to the family. If the family's address is not known, the BWCHA will keep it for the resident for one year. If it is not claimed within that time, it belongs to BWCHA.

Within 30 days of learning of abandonment, BWCHA will either return the deposit or provide a statement of why the deposit is being kept.

15.3.4 ALTERNATIVES TO TERMINATION OF TENANCY

A. Exclusion of Culpable Household Member [24 CFR 966.4(l)(5)(vii)(C)]

As an alternative to termination of the lease for criminal activity or alcohol abuse HUD provides thatBWCHA may considerexclusion of the culpable household member. Such an alternative can be used, by BWCHA policy, for any other reason where such a solution appears viable.

BWCHA will consider requiring the tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former household member's current address upon BWCHA request.

B. Repayment of Family Debts

If a family owes amounts to BWCHA, as a condition of continued occupancy, BWCHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from BWCHA of the amount owed. See Chapter 3 for policies on repayment agreements.

15.3.5 CRITERIA FOR DECIDING TO TERMINATE TENANCY

A BWCHA that has grounds to terminate a tenancy is not required to do so, except as explained in Part II of this chapter, and may consider all of the circumstances relevant to a particular case before making a decision.

A. Evidence [24 CFR 982.553(c)]

BWCHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

B. Consideration of Circumstances [24 CFR 966.4(l)(5)(vii)(B)]

BWCHA will consider the following factors before deciding whether to terminate the lease for any of the HUD required lease provisions or for any other reasons:

1. The seriousness of the offending action, especially with respect to how it would affect other residents
2. The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor or a person with disabilities or (as discussed further in section 12-11/E) a victim of domestic violence, dating violence, or stalking.
3. The effects that the eviction will have on other family members who were not involved in the action or failure to act
4. The effect on the community of the termination, or of BWCHA's failure to terminate the tenancy
5. The effect of BWCHA's decision on the integrity of the public housing program
6. The demand for housing by eligible families who will adhere to lease responsibilities
7. The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action
8. The length of time since the violation occurred, the family's recent history, and the likelihood of favorable conduct in the future

9. In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family.

10. In the case of any incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and will not be good cause for terminating the assistance, tenancy or occupancy rights of the victim of such violence. A resident may not have their tenancy terminated on the basis of criminal activity directly relating to domestic violence, dating violence or stalking engaged in by a member of the resident family of the victim or threatened victim of that domestic violence, dating violence or stalking. The Housing Authority reserves the right to terminate or evict a resident if the Housing Authority can demonstrate an actual and imminent threat to other tenants or the Housing Authority's employees if the tenant is not evicted or the lease terminated.

    In order to obtain protection under this law applicants and residents must certify their status as a victim of domestic violence, dating violence or stalking. The Housing Authority can provide you with the certification form. In addition, the Housing Authority may request additional documentation to support the statements in your certification. The individual shall provide the certification within 14 days of the Housing Authority requesting, in writing, the certification. If the individual fails to provide the certification, the Housing Authority may proceed with its decision to deny eligibility or evict or terminate the lease. (VAWA)

C. Consideration of Rehabilitation [24 CFR 966.4(l)(5)(vii)(D)]

In determining whether to terminate the lease for illegal drug use or a pattern of illegal drug use, or for abuse or a pattern of abuse of alcohol, by a household member who is no longer engaging in such use or abuse, BWCHA will consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully.

For this purpose BWCHA will require the tenant 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.

D. Reasonable Accommodation [24 CFR 966.7]

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, BWCHA will determine whether the behavior is related to the disability. If so, upon the family's request, BWCHA will

determine whether alternative measures are appropriate as a reasonable accommodation. BWCHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination. See Chapter 2 for a discussion of reasonable accommodation.

E. Non-discrimination Limitation [24 CFR 966.4(l)(5)(vii)(F)]

BWCHA's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.

15.4 NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES AND RECORD KEEPING

OVERVIEW

HUD regulations specify the requirements for the notice that must be provided prior to lease termination. This part discusses those requirements and the specific requirements that precede and follow termination for certain criminal activities which are addressed in the regulations. This part also discusses specific requirements pertaining to the actual eviction of families and record keeping.

15.4.1 CONDUCTING CRIMINAL RECORDS CHECKS

[24 CFR 5.903(e)(ii) and 24 CFR 960.259]

BWCHA will conduct criminal records checks when it has come to the attention of BWCHA, either from local law enforcement or by other means, that an individual has engaged in the destruction of property, engaged in violent activity against another person, or has interfered with the right to peaceful enjoyment of the premises of other residents. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis.

BWCHA may not pass along to the tenant the costs of a criminal records check.

15.4.2 DISCLOSURE OF CRIMINAL RECORDS TO FAMILY

[24 CFR 5.903(f), 24 CFR 5.905(d) and 24 CFR 966.4(l)(5)(iv)]

In conducting criminal records checks, if BWCHA uses the authority of 24 CFR 5.903 and 5.905 to obtain such information, certain protections must be afforded the tenant before any adverse action is taken.

In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, BWCHA will notify the household in writing of the proposed adverse action and will inform the subject of the record and the tenant

information on how to obtain a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

The family will be given 14 calendar days from the date of BWCHA notice, to dispute the accuracy and relevance of the information. If the family does not contact BWCHA to dispute the information within a14 calendar day period, BWCHA will proceed with the termination action.

Should the tenant not exercise their right to dispute prior to any adverse action, the tenant still has the right to dispute in the grievance hearing or court trial.

15.4.3 LEASE TERMINATION NOTICE

[24 CFR 966.4(l)(3)]

A. Form, Delivery, and Content of the Notice

Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine BWCHA documents directly relevant to the termination or eviction. If BWCHA does not make the documents available for examination upon request by the tenant, BWCHA may not proceed with the eviction [24 CFR 996.4(m)].

When BWCHA is required to offer the resident an opportunity for a grievance hearing, the notice must also inform the resident of their right to request a hearing in accordance with BWCHA's grievance procedure. In these cases, the tenancy shall not terminate until the time for the tenant to request a grievance hearing has expired and the grievance procedure has been completed.

When BWCHA is not required to offer the resident an opportunity for a grievance hearing because the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the tenant is not entitled to a grievance hearing on the termination. It must specify the judicial eviction procedure to be used by BWCHA for eviction of the tenant, and state that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice must also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of BWCHA, or for a drug-related criminal activity on or off the premises.

BWCHA will attempt to deliver notices of lease termination directly to the tenant or an adult member of the household. If such attempt fails, the notice will be posted and sent by first class mail the same day.

B. Timing of the Notice [24 CFR 966.4(l)(3)(i)]

BWCHA will give written notice of lease termination of:

1. Fourteen calendar days in the case of failure to pay rent

2. A Three (3) Day Nuisance

    a. If the health or safety of other residents, BWCHA employees, or persons residing in the immediate vicinity of the premises is threatened

    b. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity

    c. If any member of the household has been convicted of a felony

3. Fourteen calendar days for non-compliance with the lease

4. 30 calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply

The Notice to Vacate that may be required under state or local law may be combined with or run concurrently with the notice of lease termination.

C. Notice of Non-renewal Due to Community Service Noncompliance

[24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)]

When BWCHA finds that a family is in noncompliance with the community service requirement, the tenant and any other noncompliant resident must be notified in writing of this determination. Notices of noncompliance will be issued in accordance with the requirements and policies in Chapter 13.

If after receiving a notice of initial noncompliance the family does not request a grievance hearing, or does not take either corrective action required by the notice within the required timeframe, a termination notice will be issued in accordance with the policies above.

If a family agreed to cure initial noncompliance by signing an agreement, and is still in noncompliance after being provided the 12-month opportunity to cure, the family will be issued a notice of continued noncompliance. The notice of continued noncompliance will be sent in accordance with the policies in Chapter 13. and will also serve as the notice of termination of tenancy.

D. Notice of Termination Based on Citizenship Status [24 CFR 5.514 (c) and (d)]

In cases where termination of tenancy is based on citizenship status, HUD

requires the notice of termination to contain additional information. In addition to advising the family of the reasons their assistance is being terminated, the notice must also advise the family of any of the following that apply: the family's eligibility for proration of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, the family's right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and the family's right to request an informal hearing with BWCHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Please see Chapter 14 for BWCHA's informal hearing procedures.

15.4.4 EVICTION

[24 CFR 966.4(l)(4) and 966.4(m)]

When a family does not vacate the unit after receipt of a termination notice, by the deadline given in the notice, BWCHA will follow state and local landlord-tenant law in filing an eviction action with the local court that has jurisdiction in such cases.

If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, BWCHA will seek the assistance of the court to remove the family from the premises as per state and local law.

BWCHA may not proceed with an eviction action if BWCHA has not made available the documents to be used in the case against the family, and has not afforded the family the opportunity to examine and copy such documents in accordance with the provisions of 24 CFR 966.4(l)(3) and (m).

15.4.5 NOTIFICATION TO POST OFFICE

[24 CFR 966.4(l)(5)(iii)(B)]

When BWCHA evicts an individual or family for criminal activity, including drug-related criminal activity, BWCHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

15.4.6 RECORD KEEPING

Written documentation of every termination and/or eviction will be maintained in the file by BWCHA at the development where the family was residing, and will contain the following information:

A. Name of resident, number and identification of unit occupied

B. Date of the notice of lease termination and any other notices required by state or

local law; these notices may be on the same form and will run concurrently

C. Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than any criminal history reports obtained solely through the authorization provided in 24 CFR 5.903 and 5.905)

D. Date and method of notifying the resident

E. Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions

15.5 RETURN OF SECURITY DEPOSIT

Any refund of rent and/or Security/Damage/Cleaning deposit due the Resident will be mailed by BWCHA within fourteen (14) days of the termination of the rental/lease of agreement. At such time, BWCHA will return the security deposit or give the family a written statement of why all or part of the security deposit is being kept.

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

16.0 HOUSE RULES

16.1 HOUSE RULES AND REGULATIONS

The following are House Rules and are additional rules and regulations governing and regulating the activity and behavior of the Residents and their guests and are additional obligations of the Residents under their lease.

A. **Towing/Abandoned Vehicles:** The parking and removal of vehicles shall be subject to BWCHA towing policy set forth in Chapter 18, below. Residents shall only be allowed to park one (1) vehicle on-site however, additional vehicles may be approved by BWCHA pursuant to the Towing Policy or Towing Procedures. Trailers, boats, commercial vehicles, recreational vehicles, truck campers and inoperable, unlicensed or disabled passenger vehicles of any kind shall not be parked on the premises, common areas or street without prior approval of BWCHA. Vehicles which have been abandoned, that are not operable, or do not have current license tabs shall have a sticker placed on the windshield giving the owner or operator notice that requires the vehicle to be removed from the property within 5 calendar days, or it will be towed a the owner's expense pursuant to the Towing Policy and Towing Procedures.

B. **Parking/Vehicle Registration.** Each vehicle shall be registered pursuant to BWCHA Vehicle Registration Procedure. Each vehicle of a Resident, dependant, live-in aid, guest or other shall be parked only in designated areas. Failure to register a vehicle and/or park in properly designated areas shall subject the vehicle to being towed at the owner's expense pursuant to the Towing Policy set forth herein.

C. **Quiet Hours.** BWCHA reserves the right to establish quiet hours at each facility in order to assure and maintain the peace and quiet enjoyment of the premises for all Residents. These quiet hours shall be posted at each facility.

D. **Domestic Violence.** Domestic Violence as defined by RCW 10.99.020, or otherwise, is prohibited. In accordance with the Violence Against Women Act, any incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and will not be good cause for terminating the assistance, tenancy or occupancy rights of the victim of such violence. A resident may not have their tenancy terminated on the basis of criminal activity directly relating to domestic violence, dating violence or stalking engaged in by a member of the resident family of the victim or threatened victim of that domestic violence, dating violence or stalking. The Housing Authority reserves the right to terminate or evict a resident if the Housing Authority can

demonstrate an actual and imminent threat to other tenants or the Housing Authority's employees if the tenant is not evicted or the lease terminated.

In order to obtain protection under this law applicants and residents must certify their status as a victim of domestic violence, dating violence or stalking. The Housing Authority can provide you with the certification form. In addition, the Housing Authority may request additional documentation to support the statements in your certification. The individual shall provide the certification within 14 days of the Housing Authority requesting, in writing, the certification. If the individual fails to provide the certification, the Housing Authority may proceed with its decision to deny eligibility or evict or terminate the lease.

E. **Solicitation.** Solicitation by any individual, group, or party on the premises is prohibited.

F. **Transfer Policies.** The transfer of a Resident from one unit to any other unit shall be subject to the transfer policies of BWCHA.

G. **Laundry Facility.** Use of the laundry facility is subject to the rules established for each facility by BWCHA. Laundry facility is for the use of residents only. Family, friends and guests are prohibited from using the laundry facilities for their own personal use.

H. **Common Area Use.** Use of the common areas is subject to the rules established for each facility by BWCHA.

I. **Firearms/Fireworks.** The Resident(s) or the guests of Resident(s) shall not discharge any firearm, fireworks, explosives, pellet gun, BB gun, slingshot, bow and arrow, or any other instrument or device capable of launching a projectile of any type in, on, or near the premises.

J. **Smoking.** Smoking any product in any BWCHA common area or entryway, except outside of the premises and away from any entry or exit so that no other Resident, or his or her guest, or an employee, agent, guest of BWCHA is affected by the smoking is prohibited. No Resident or guest shall discard any smoking device or butts or burned tobacco in any location other than a trash receptacle located outside of any building and only then after such material has been fully extinguished.

K. **Barbecue/Grills.** The use of barbecues and grills shall only occur within designated common areas. The use of barbecues and grills inside or outside the unit (including balconies) and other than in the designated common areas is strictly prohibited and constitutes a material breach of the lease agreement.

L. **Guest Limitations.** Any person who spends a night at a unit and is not a Resident or an approved dependant shall be deemed a Guest. Guests are limited to 14 consecutive nights per year at a unit, and 21 total days per year within a property. A guest of one Resident may not stay with one Resident and become a guest of another Resident where the total number of days at a property exceeds 21 days per year. Exceptions to the limitations on guest stays, such as in the instance of a health situation, assisted living or other similar circumstance may be made in writing to BWCHA Management, with supporting attached documentation from a licensed physician prior to the commencement of the guest(s) arrival at the property.

M. **Criminal Activity.** The Resident shall not engage in any activity that would be considered criminal in nature including drug-related activity or possession of any illegal narcotics, on or off the premises. This includes but is not limited to the manufacture of methamphetamine or any illegal narcotic on the premises of BWCHA. The Resident shall take all reasonable measures to prevent and stop any criminal activity within their unit regardless of who conducts or has conducted the activity. The Resident shall take all reasonable measures to alert the police and/or the resident manager and/or BWCHA staff of the illegal activity immediately upon learning of it. This includes any drug-related activity as well as the possession of narcotics or illegal firearms on the premises.

N. **Non-motorized bicycle storage**. Residents may store non motorized bicycles they own in either the bicycle racks provided by the BWCHA or directly in their apartment. Bicycles stored in the racks are subject to the BWCHA bicycle storage policy and procedures.

O. **Vehicle Maintenance.** Resident(s) and their guest(s) are prohibited from storing or working on vehicles on the premises. This includes but is not limited to changing oil, rotating tires, engine tune-up, and any other types of mechanical vehicle maintenance.

P. **Signage.** Residents are to refrain from placing signs, placards or banners of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of BWCHA.

Refusal or repeated failure of the Resident to comply with any such rule or regulation shall constitute good cause for termination of this agreement by BWCHA and for eviction of the Resident in accordance with the Resident's lease agreement.

17.0 TRESPASS POLICY

Any non-resident will be directed to leave and will be barred from returning to any BWCHA property if that person or persons has engaged in the following:

A. Makes unreasonable noise;

B. Engages in fighting or in violent or threatening behavior;

C. Substantially interferes with any right, comfort or convenience of any BWCHA resident or employee;

D. Engages in any activity that constitutes a criminal offense;

E. Engages in any activity involving firearms, illegal drugs or violence;

F. Damages, defaces or destroys any property belonging to BWCHA, or any BWCHA resident or employee;

G. Litters on any BWCHA property;

H. Drives in a careless or reckless manner;

I. Acts in a manner that would be considered a violation of the Fair Housing Act or the Civil Rights Act; or

J. Engages in gang activity, including, but not limited to:

K. wearing clothing, jewelry, or tattoos unique to gang affiliation (color alone is not sufficient to establish gang affiliation);

L. grouping to show gang affiliation or to intimidate rival gangs or Residents; or

M. claiming gang membership.

Any person who fails to leave the property after being directed to do so, or who returns to the property after being given such direction, will be subject to arrest and prosecution for Criminal Trespass under RCW9A.52.070, OR RCW 9A.52.080. Resident managers and BWCHA staff shall be authorized to initiate an action of Trespass against any persons who engage in any of the above activities

17.1 NOTICE TO EXCLUDED PERSONS

A. Any excluded or trespassed person as well as the Resident they are visiting shall receive written notice that the excluded person(s) are prohibited from entering or remaining on the premises including the common areas of the designated

BWCHA property for any reason whatsoever, and that entering or remaining on the designated property may result in arrest for Criminal Trespass (RCW9A.52.070 or RCW 9A.52.080).

B. The Resident(s), and/or an excluded person, may appeal the exclusion. To do so, a written request for review consistent with the Grievance Policy contained herein, must be filed within fourteen (14) days to BWCHA Security Services Manager with an attached copy of the Trespass Notice.

C. The Resident and/or the excluded person may apply for a temporary waiver of the Notice to exclude a guest. To do so, the waiver request, including a statement of the reasons justifying the waiver, and a copy of the trespass form, must be filed in writing to BWCHA Security Services Manager.

D. After one year from the date of this exclusion notice, the excluded person and/or Resident may apply in writing to the Security Services Manager for reconsideration of the exclusion.

E. The exclusion remains in effect during any appeal, request for waiver or request for reconsideration and is only lifted by written notice from the Security Services Manager Officer or a member of BWCHA Management Staff.

F. Residents who allow any known trespassed person onto the property are subject to termination of their tenancy.

18.0 TOWING POLICY

The parking and removal of vehicles shall be subject to BWCHA towing policy, and BWCHA towing procedures adopted by BWCHA Management.

A. **ABANDONED AND INOPERABLE VEHICLES**. Vehicles which have been abandoned, are not operable, or do not have current license tabs shall be labeled with a notice that requires the vehicle to be removed from the property within the time frame set forth in BWCHA procedures, or it will be towed a the owner's expense pursuant to the Towing Procedures adopted by BWCHA Management.

B. **IMPROPERLY PARKED VEHICLE**. All vehicles shall be parked in areas designated for vehicles. Vehicles parked in areas not designated for vehicles, including but not limited to sidewalks, flowerbeds, yards, lawns, driveways, entryways, areas marked no parking, handicap stalls that are assigned to other residents, shall be deemed an "Improperly Parked Vehicle." All Improperly Parked Vehicles are subject to immediate towing at the owner's sole expense, pursuant to the Towing Procedures adopted by BWCHA Management.

C. **DANGEROUS VEHICLES**. Dangerous vehicles include, but are not limited to vehicles that pose an immediate danger to the health or safety of the Residents and/or their guests. Such vehicles include, but are not limited to those parked in fire lanes, blocked up on jack stands or other devices, vehicles requiring blocks under the wheels to prevent them from rolling, and/or vehicles with attachments, parts or pieces, whether original equipment or otherwise, that may by their nature, location and/or configuration could cause injury or damage to persons or other property. Dangerous vehicles are subject to immediate towing at the owner's sole expense, pursuant to the Towing Procedures adopted by BWCHA Management.

19.0 INFORMAL REVIEW AND GRIEVANCE POLICY

The purpose of this policy is to set forth the requirements, standards and criteria for informal reviews and a grievance procedure to be established and implemented by BWCHA to assure that a Resident(s) is afforded an opportunity for a hearing if the Resident(s) disputes within a reasonable time any BWCHA action or failure to act involving the Resident's lease agreement with BWCHA or BWCHA regulations which adversely affect the individual Resident's rights, duties, welfare or status.

This Grievance Policy, including informal review policies and requirements shall be applicable to all individual grievances as defined below between the Resident and BWCHA. The Grievance Policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of Residents and BWCHA Hearing Officers. Informal review and grievance procedures shall be adopted by BWCHA Management.

19.1 INFORMAL REVIEW

Any grievance shall be personally presented, either orally or in writing, to BWCHA office or to the office of the project in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. A written grievance must be signed by the complainant. The grievance must be presented within fourteen (14) days following the action or failure to act that is the basis of the grievance. The grievance may be simply stated, but must include, at a minimum, the following:

The grounds upon which the grievance is made or based;

The action requested to be taken.

The name(s), address, and phone number of the complainant and similar information about the complainant's representative.

Within 10 business days of the informal discussion or at the conclusion of any continuance, a summary of the discussion will be given to the complainant by BWCHA representative. One copy will be filed in the Resident's file. The summary will include: names of participant, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

<u>DISSATISFACTION WITH AN INFORMAL CONFERENCE</u>

A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the Resident and one retained in BWCHA's Resident file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons for the dissatisfaction as well as specify the procedures by which a hearing may be obtained under this policy if the

complainant is not satisfied.

19.2 GRIEVANCE POLICY

A. Definitions. For the purpose of this policy, the following definitions are applicable:

Grievance shall mean any dispute which a Resident may have with respect to BWCHA action or failure to act in accordance with the individual Resident's lease or BWCHA policy, procedures or regulations that adversely affect the individual Resident's rights, duties, welfare or status.

Complainant shall mean any Resident whose grievance is presented to BWCHA or at the project management office in accordance with this policy.

Hearing Officer shall mean a person selected in accordance with this policy to hear grievances and render a decision with respect thereto.

Resident shall mean the adult person (or persons) (other than a live-in aide): (1) who resides in the unit and who executed the lease with BWCHA 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 household of the Resident family residing in the dwelling unit.

B. Request for hearing.

The complainant shall submit a written request for a hearing to the BWCHA or the project office within a reasonable time after receipt of the summary of discussion as set forth above. For a grievance under the expedited Grievance Policy herein, the complainant shall submit such expedited request at such time as is specified by BWCHA for a grievance under the expedited Grievance Policy and/or procedure. The written request shall specify: (1) the reasons for the grievance; and (2) the action or relief sought. A grievance hearing shall be conducted by an impartial person or persons appointed by BWCHA, other than a person who made or approved BWCHA action under review or a subordinate of such person. BWCHA has adhered to the following method for the appointment of a hearing officer: Appointment of a person or persons (who may be an officer or employee of BWCHA) selected in the manner required under BWCHA grievance procedure.

C. Failure to request a hearing.

If the complainant does not request a hearing in accordance with this paragraph, then BWCHA’s disposition of the grievance under the informal process above shall become final. Provided, that failure to request a hearing shall not constitute a waiver by the complainant of his or her right thereafter to contest BWCHA’s

action in disposing of the complaint in an appropriate judicial proceeding.

D. Hearing prerequisite.

All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed above as a condition precedent to a hearing under this section: Provided, that if the complainant shall show good cause why he failed to proceed in accordance with the informal procedure to the hearing officer, the provisions of this subsection may be waived by the hearing officer.

E. Escrow deposit.

Before a hearing is scheduled in any grievance involving the amount of rent which BWCHA claims is due, the complainant shall pay to BWCHA an amount equal to the amount of 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. These requirements may be waived by BWCHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure: Provided that failure to make payment shall not constitute a waiver of any right the complainant may have to contest BWCHA's disposition of his or her grievance in any appropriate judicial proceeding.

F. Scheduling of hearings.

Upon complainant's compliance with the foregoing requirements for the filing of a grievance and the request of a hearing, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and BWCHA. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate BWCHA official.

G. Expedited grievance procedure.

BWCHA's expedited grievance procedure is as follows:

any grievance concerning a termination of tenancy or eviction that involves:

(i) Any criminal activity or activity that would be considered a crime that threatens the health, safety, or right to peaceful enjoyment of BWCHA's public housing premises by other Residents or employees of BWCHA, or (ii) Any drug-related criminal activity on or near such premises.

(2) In the case of a grievance under the expedited grievance procedure, informal settlement of grievances/procedures is not applicable.

(3) If terminated for drugs, meth, violent criminal activity or 3 day notice to vacate, the tenant will not be eligible for the grievance process.

H. Procedures Governing the Hearing.

1. The hearing shall be held before a hearing officer.

2. The complainant shall be afforded a fair hearing, which shall include:

   a) The opportunity to examine before the grievance hearing any BWCHA documents, including records and regulations, which are directly relevant to the hearing. The Resident(s) shall be allowed to copy any such document at the Resident's expense. If BWCHA does not make the document available for examination upon request by the complainant, BWCHA may not rely on such document at the grievance hearing.

   b) The right to be represented by counsel or other person chosen as the Resident's representative and to have such person submit statements on the Resident's behalf;

   c) The right to a private hearing unless the complainant requests a public hearing;

   d) The right to present evidence and arguments in support of the Resident's complaint, to controvert evidence relied on by BWCHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information BWCHA or project management relies; and

   e) A decision based solely and exclusively upon the facts presented at the hearing.

3. The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

4. If the complainant or BWCHA fails to appear at a scheduled hearing, the hearing officer panel may make a determination to postpone the hearing for not to exceed 5 business days or may make a determination that the party has waived his right to a hearing. Both the complainant and BWCHA shall be notified of the determination by the hearing 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 to contest BWCHA's disposition of the grievance in an appropriate judicial proceeding.

5. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter BWCHA must sustain the burden of justifying BWCHA action or failure to act against which the complaint is directed.

6. The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require BWCHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

7. The complainant or BWCHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

8. Accommodation of persons with disabilities.

   a) BWCHA 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.

   b) If the Resident is visually impaired, any notice to that Resident is required to be in an accessible format under this subpart.

I. Decision Of The Hearing Officer.

1. The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing or the conclusion of any continuance. A copy of the decision shall be sent to the complainant and BWCHA. BWCHA shall retain a copy of the decision in the Resident's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by BWCHA and made available for inspection by a prospective complainant, his or her representative, or the hearing officer.

2. The decision of the hearing officer shall be binding on BWCHA, which

shall take all actions, or refrain from any actions, necessary to carry out the decision unless BWCHA Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that

a) The grievance does not concern BWCHA action or failure to act in accordance with or involving the complainant's lease on BWCHA regulations, which adversely affect the complainant's rights, duties, welfare or status;

b) The decision of the hearing officer or hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and BWCHA.

3. A decision by the hearing officer, or Board of Commissioners in favor of BWCHA, or which denies the relief requested by the complainant in whole or in part, shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

19.3 CONTINUANCE

BWCHA may determine at a review or hearing or at any time during the subsequent 14 calendar days following the review or hearing that more time is needed to reach an informed decision. On the basis of incomplete or contradictory evidence, the Housing Authority may determine that the hearing decision will be delayed while additional evidence is received and examined. The family and/or family's representative will be notified of the need for a continuation, what documents, if any, are needed, the amount of time required, and whether or not an additional appointment may be required. A continuation period may not exceed 30 calendar days from the date of notice. A participating family will not be penalized by the loss or reduction of assistance as a result of a continuation.

19.4 HOUSING AUTHORITY EVICTION ACTIONS

If a Resident has requested a hearing in accordance with these duly adopted Grievance procedures on a compliant involving a BWCHA notice of termination of tenancy, and the hearing officer upholds BWCHA action, BWCHA shall not commence an eviction action until it has served a notice to vacate on the Resident.

Such notice to vacate must be in writing and specify that if the Resident fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, which ever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees.

19.5 APPEALS BY APPLICANTS

Applicants who are determined ineligible, who do not meet BWCHA admission standards, or where BWCHA does not have an appropriate size and type of unit in its inventory, will be given written notification promptly, including the reason for the determination. Ineligible applicants will be promptly notified and provided with a letter detailing their individual status stating the reason for their ineligibility and offering them an opportunity for an informal hearing. If the applicant requests an informal hearing, BWCHA will provide an informal hearing within 30 working days of receiving the request. BWCHA will notify the applicant of the place, date and time. Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence along with the data compiled by BWCHA which will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within 15 working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing do not apply to BWCHA determinations that affect applicants.

19.6 HEARING AND APPEAL PROVISION FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

A. ASSISTANCE. Assistance to a family may not be delayed, denied, reduced or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal. Assistance to the family may not be delayed, denied, reduced, or terminated while BWCHA hearing is pending but assistance to an applicant may be delayed as allowed by applicable HUD regulations

B. INS DETERMINATION OF INELIGIBILITY. If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, BWCHA notifies the applicant or Resident within 10 business days of his or her right to appeal to the INS within 30 days or to request an informal hearing with BWCHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give BWCHA a copy of the appeal and proof of mailing or BWCHA may proceed to deny or terminate. The time period to request an appeal may be extended by BWCHA for good cause.

The request for a BWCHA hearing must be made within fourteen (14) days of receipt of the notice offering the hearing or, if an appeal was made to the INS,

within fourteen (14) days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Policy" for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members, BWCHA will:

1. Deny the applicant family.

2. Defer termination if the family is a participant and qualifies for deferral.

3. Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, BWCHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights as described above) are entitled to a hearing based on the right to a hearing regarding determinations of Resident Rent and Total Resident Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

20.0 PROGRAM INTEGRITY

20.1 OVERVIEW

The terms fraud and abuse used individually or together means a single act or pattern of actions that constitutes a false statement, omission, or concealment of a substantive fact that results in payment of federal funds in violation of statute, HUD regulations or local policy. Fraud means that the actions or inactions on the part of the family are believed to be committed with intent to deceive or mislead. Abuse means that the actions or inactions are believed to be committed without malice or forethought. Repeated program abuse will be considered serious in nature and may lead to the same outcome as fraud.

A. Criteria for investigation of suspected fraud and abuse

The Housing Authority expects program participants and family members to comply with program statutes, regulations and local policies. Housing Authority staff will make a good faith effort to orient and educate all participants to avoid non-compliance in any form including fraud and abuse. The Housing Authority does, however, acknowledge the possibility of both inadvertent and deliberate non-compliance and its responsibility to investigate incidents of non-compliance.

The Housing Authority will initiate an investigation in any of the following circumstances:

The receipt of a referral, complaint or tip that allege a participant family's involvement in non-compliance or violation of family obligations or program rules;

A file review initiated internally or by an external auditor that discloses facts that conflict with previous file entries, the Housing Authority's knowledge of the family or statements made by the family, and;

The receipt of independent verification conflicts with data contained within the family's file, the Housing Authority's knowledge of the family or statements made by the family.

B. Failure to provide timely, accurate and complete financial information

If the family fails to provide timely, complete and accurate information as required to correctly calculate rent subsidy when given proper notice, the Housing Authority will consider any such action or inaction by the family to constitute program abuse. If fraud is suspected, the Housing Authority will take steps to investigate the circumstances. If it is determined that the family acted willfully to conceal or misrepresent facts that are material to rent

calculation then the Housing Authority will take appropriate action against the family.

C. Investigation and reporting

If the Housing Authority believes that the family has failed to fulfill their obligations or has acted willfully to deceive it will investigate, document and report in the following fashion.

1. BWCHA will notify the family that it is reviewing the family's file in response to information that it has received. The notice will state that the family may be asked to attend an interview once the investigative phase has been completed.

2. BWCHA will thoroughly document the family's file as part of an investigation of the facts. Such documentation will include the source of information, effective dates of unreported or misreported facts and the type and source of verification obtained. When fraud is suspected, BWCHA may request information from third parties without obtaining permission from the family if the family refuses to sign releases when requested.

3. If BWCHA determines that there was a willful act on the part of the family in an attempt to decrease the family's total tenant payment BWCHA will recalculate the total tenant payment in accordance with Chapter 8.

4. After the adjustment in subsidy has been calculated, BWCHA will interview the family and present the facts of the case. The family will be advised of their right to an informal hearing at that time.

5. The family will be offered an opportunity to repay any overpayment of housing subsidy. If the family accepts their responsibility for repayment and completes their obligation under a repayment agreement, BWCHA will close the matter. However, the family will be notified that they are subject to a zero-tolerance policy for future misrepresentation of facts that could affect their subsidy calculation.

6. BWCHA will notify HUD Region X Field Office of the outcome of the investigation and the proposed resolution. If the family fails to follow through with the repayment agreement then the case will be referred to the HUD Region X Field Office for possible federal prosecution.

21.0 GLOSSARY

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

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

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

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

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

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

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

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

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual recertification effective date; and

C. Are not specifically excluded from annual income.

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

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

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

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

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

Assistance applicant: A family or individual that seeks admission to the public housing program.

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

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

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

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

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

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

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Criminal Activity: Any activity that would be considered a crime under the laws of the State of Washington, the applicable municipality, federal laws, or any other applicable authority, regardless of whether there is an actual criminal charge filed or a conviction entered.

Dating Violence: Violence committed by a person:

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

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

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

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

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

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

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

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

Disabled Person: See "person with disabilities."

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

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

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current

or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

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

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

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

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

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

A. A family with or without children;

B. An elderly family;

C. A near-elderly family;

D. A disabled family;

E. A displaced family;

F. The remaining member of a Resident family; and

G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a Resident family. (24 CFR 5.403)

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

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

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

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

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

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

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

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

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

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

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

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

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

A. Is determined to be essential to the care and well being of the persons;

B. Is not obligated for the support of the persons; and

C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

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

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

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

Mixed population development: A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, BWCHA has obtained HUD approval to give preference in Resident selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

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

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

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

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

Net Family Assets:

A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or Resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Resident receives important consideration not measurable in dollar terms. (24 CFR 5.603(d)).

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

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

Participant: A family or individual that is assisted by the public housing program.

Person with Disabilities: A person who:

A. Has a disability as defined in 42 U.S.C. 423

B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;

2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

C. Has a developmental disability as defined in 42 U.S.C. 6001

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

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Previously unemployed: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income recertification. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

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

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a BWCHA with capital or operating funds.

Public Housing Agency (BHA/WCHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual recertification of a family's income, expenses, and composition to determine the family's rent.

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

Responsible Entity:

A. For the public housing program, the Section 8 Resident Resident-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means BWCHA administering the program under an ACC with HUD;

B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

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

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

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a Resident family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Specified Welfare Benefit Reduction:

A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection wit the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
3. because a family member has not complied with other welfare agency requirements.

Stalking: to follow, pursue, or repeatedly commit acts with the intent to kill, injure**,** harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the

immediate family of that person; or (iii) the spouse or intimate partner of that person**.**

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

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

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

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

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

Total Resident Payment (TTP):

A. Total Resident payment for families whose initial lease is effective on or after August 1, 1982:

1. Total Resident payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:

a. 30% of the family’s monthly-adjusted income;

b. 10% of the family’s monthly income; or

c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family’s actual housing costs, is specifically designated by such agency to meet the family’s housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total Resident payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total Resident payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total Resident payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

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

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total Resident payment for the family occupying the unit. (24 CFR 5.603).

Very Low-Income Families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds 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 by Federal, State or local governments. (24 CFR 5.603(d))

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

ATTACHMENT T: wa041t01

Management Fee Calculations
For Whatcom County Housing Authority

The Whatcom County Housing Authority has the option to obtain management fees under either the HUD Model or a market determined fee based on analysis from firms in the industry.

Management Fee 3-Year Phase In
For Bellingham Housing Authority

The Whatcom County Housing Authority shall extend the phase in of the public housing management fee through the year2011 in accordance with PIH Notice 2007-9 issued April 6, 2007.