

<b>PHA 5-Year and Annual Plan</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 4/30/2011</b>
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<b>1.0</b>	<b>PHA Information</b> PHA Name: <u>Jackson County Housing Authority</u> PHA Code: _____ PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/01/2009</u>				
<b>2.0</b>	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>826</u> Number of HCV units: <u>556</u>				
<b>3.0</b>	<b>Submission Type</b> <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
<b>4.0</b>	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
					PH HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				
<b>5.0</b>	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.				
<b>5.1</b>	<b>Mission.</b> State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:				
<b>5.2</b>	<b>Goals and Objectives.</b> Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.				
<b>6.0</b>	<b>PHA Plan Update</b> (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: Please see Attachments A, B and C. (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. The PHA Plan is available for review and copying at the PHA office, 300 North 7 <sup>th</sup> Street, Murphysboro, IL 62966				
<b>7.0</b>	<b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i> N/A				
<b>8.0</b>	<b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable. Please see Attachment il053b01 for 2009 Capital Fund Annual Statement.				
<b>8.1</b>	<b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing. Please see Attachment il053c01 for 2008 Capital Fund Performance and Evaluation Report. Please see Attachment il053d01 for 2007 Capital Fund Performance and Evaluation Report. Please see Attachment il053e01 for 2006 Capital Fund Performance and Evaluation Report.				
<b>8.2</b>	<b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. Please see attachment il053f01 for 2009 Capital Fund Program Five-Year Action Plan.				
<b>8.3</b>	<b>Capital Fund Financing Program (CFFP).</b> <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.				
<b>9.0</b>	<b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Please see Attachment D.				

9.1	<p><b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b> Please see Attachment E.</p>
10.0	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. PHA has provided a brief statement of the PHA’s progress in meeting the mission and goals described in the 5- Year Plan. Please see Attachment F.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification” Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the PHA that fundamentally change the missions, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners.</p> <p>(c) PHA certifies that it is in full compliance with the Carbon Monoxide Alarm Detector Act as of January 1, 2007.</p> <p>(d) American Recovery and Reinvestment Act Capital Fund Program Annual Statement IL06S05350109 is submitted as attachment il053g01.</p> <p>(e) PHA met with Resident Advisory Board Members and discussed both the 2009 Annual Plan and the 2009 Capital Fund Program No. IL06S05350109 stimulus funding. Board members were in agreement with the Annual Plan and the proposed use for the Capital Funds. One board member asked about the conversion of additional apartment at IL53-11 from 0 to 1-bedroom apartments and was advised that this was in the long range plans of the PHA. Another member asked about adding additional laundry equipment and was advised the PHA would do so if there was existing room and sufficient power sources. Another member asked about the heat in their building and advised some residents needed to use additional heaters to supplement heat in their apartments. Mr. Young advised he would refer this matter to the maintenance department for correction.</p>
	<p><b>Attachment A: PHA Plan update.</b>  <b>Attachment B: Admissions and Continued Occupancy Policy of the Housing Authority of the County of Jackson, Illinois, submitted as IL53a03</b>  <b>Attachment C: Policy Prohibiting Denial of Assistance to Victims of Domestic Violence, Dating Violence, and Stalking.</b>  <b>Attachment D: Housing Needs</b>  <b>Attachment E: Strategy for Addressing Housing Needs</b>  <b>Attachment F: Narrative report of progress in meeting goals</b>  <b>Attachment G: Carbon Monoxide Alarm Detector Act.</b></p>
	<p><b>IL053a03: Admissions and Continued Occupancy Policy</b>  <b>IL053b03: Capital Fund Program No. IL06P05350109 Annual Statement</b>  <b>IL053c03: Capital Fund Program No. IL06P05350108 Performance and Evaluation Report</b>  <b>IL053d03: Capital Fund Program No. IL06P05350107 Performance and Evaluation Report</b>  <b>IL053e03: Capital Fund Program No. IL06P05350106 Performance and Evaluation Report</b>  <b>IL053f03: Capital Fund Program Five Year Action Plan.</b>  <b>IL053g03: Capital Fund Program No. IL06S05350109 Annual Statement (previously submitted)</b></p>
11.0	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>

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, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide 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 is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 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 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. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

## Instructions form HUD-50075

**Applicability.** This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

### 1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

### 2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

### 3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

### 4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

### 5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

**5.1 Mission.** A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

**5.2 Goals and Objectives.** Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

**6.0 PHA Plan Update.** In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

#### PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the

appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of:
  - 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking;
  - 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and
  - 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

#### 7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

- (a) **Hope VI or Mixed Finance Modernization or Development.**
  - 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and
  - 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act:
  - 1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and
  - 2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: [http://www.hud.gov/offices/pih/centers/sac/demo\\_dispo/index.cfm](http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm)

**Note:** This statement must be submitted to the extent that **approved and/or pending** demolition and/or disposition has changed.

- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA:
  - 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert;
  - 2) An analysis of the projects or buildings required to be converted; and
  - 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>
- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

**8.0 Capital Improvements.** This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

**8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report.** PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

#### 8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling

basis) so that the form always covers the present five-year period beginning with the current year.

**8.3 Capital Fund Financing Program (CFFP).** Separate, written HUD approval is required if the PHA proposes to pledge any portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

**9.0 Housing Needs.** Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

**9.1 Strategy for Addressing Housing Needs.** Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

**10.0 Additional Information.** Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled**

**PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

**11.0 Required Submission for HUD Field Office Review.** In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

Attachment A

There have been no changes or revisions to:

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures:** The PHA's Admission and Continued Occupancy Policy and Administrative Plan are on file at the PHA main office. The policies include the PHA's policies that govern resident eligibility, selection and admission, including admission preferences for both public housing and HVC and unit assignment policies and procedures for maintaining waiting lists for admission to public housing and deconcentration policy. The PHA does not have site-based waiting lists. For the PHA's Admission and Continued Occupancy Policy please see Attachment B.
  
2. **Financial Resources:**

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2009 grants)</b>		
a) Public Housing Operating Fund	1,794,000	
b) Public Housing Capital Fund	1,310,000	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	2,168,986	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
g) Resident Opportunity and Self-Sufficiency Grants	0	
h) Community Development Block Grant	0	
i) HOME	0	
Other Federal Grants (list below)	0	
IL06S05350109	\$1,555,677	
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>	0	
IL06P05350107	131,613	
IL06P05350108	853,967	
	0	
<b>3. Public Housing Dwelling Rental Income</b>	1,169,843	

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
	0	
	0	
<b>4. Other income</b> (list below)	0	
Excess utilities	21,293	
Interest	20,126	
Sale of scrap	1,000	
Sales and services to tenants	28,000	
<b>4. Non-federal sources</b> (list below)	0	
	0	
	0	
<b>Total resources</b>	<b>\$9,054,505.00</b>	

3. **Rent Determination.** PHA's Rent Determination Policy is contained in the PHA's Admission and Continued Occupancy Policy which is Attachment B.
4. **Operation and Management:** For the PHA's Rules, standards and policies governing maintenance management of housing owned, assisted or operated by the PHA (including measures necessary for the prevention or eradication of pest infestation, including cockroaches) and management of the PHA and programs of the PHA, please see the following:

**Operations and Management**

[24 CFR Part 903.7 9 (e)]

**a. PHA Management Structure**

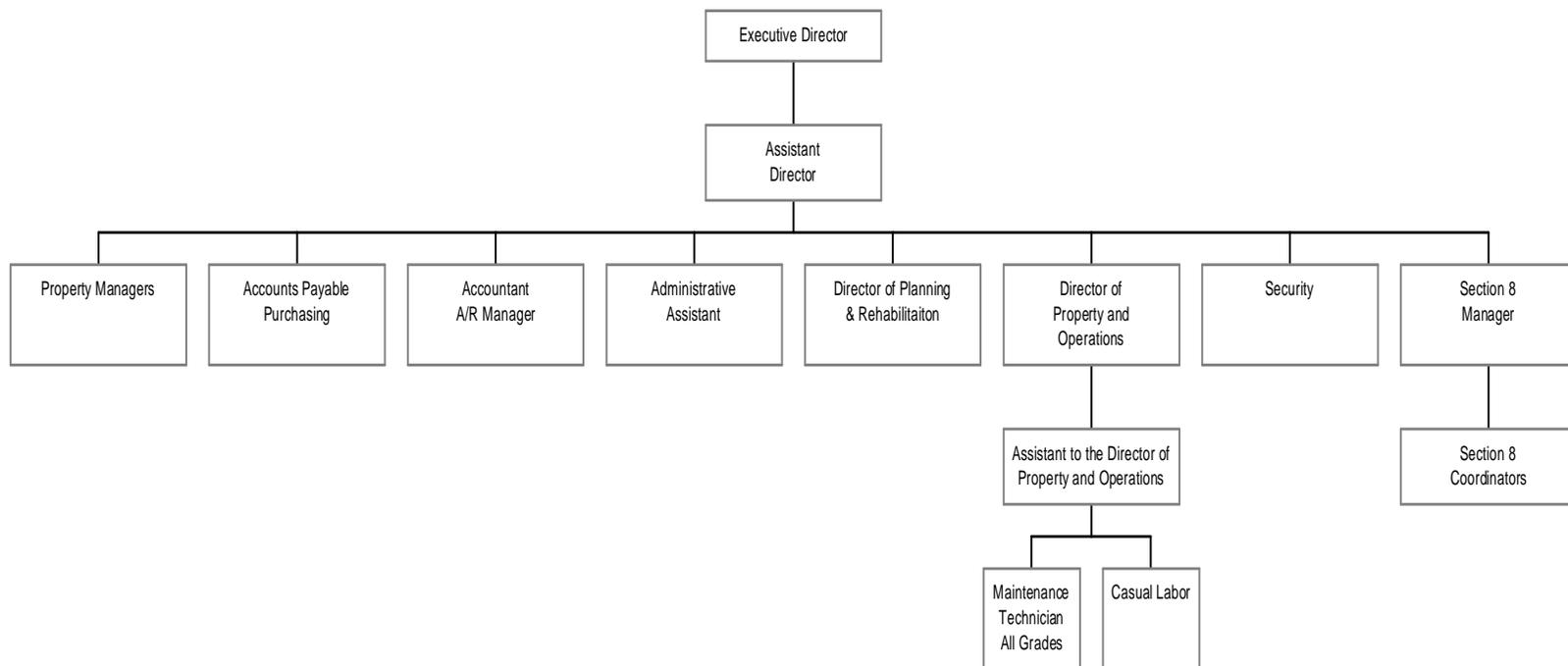
Describe the PHA's management structure and organization.

(select one)

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

# Organization Chart

## Housing Authority of the County of Jackson, Illinois



**b. HUD Programs Under PHA Management**

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

<b>Program Name</b>	<b>Units or Families Served at Year Beginning</b>	<b>Expected Turnover</b>
Public Housing	564	190
Section 8 Vouchers	486	24

**C. Management and Maintenance Policies**

The following Management and Maintenance Policies are on file at the PHA main office and are available for review:

- (1) Public Housing Maintenance and Management: (list below)
  - a. Admission and Continued Occupancy Policy
  - b. Affirmative Action Policy
  - c. Applicant Screening Policy
  - d. Policy on Barring Individuals from PHA Property
  - e. Bloodborne Pathogens Policy
  - f. Capitalization Policy
  - g. Check Signing Policy
  - h. Community Service Policy
  - i. Crime Tracking Policy
  - j. Criminal Records Management Policy
  - k. Delinquent Rent Collection Policy
  - l. Disposition Policy
  - m. Drug Free Policy
  - n. Emergency Evacuation Plan
  - o. Equal Housing Opportunity Policy
  - p. Ethics Policy
  - q. Facilities Use Policy
  - r. Financial Management Procedures
  - s. Funds Transfer Policy
  - t. Hazardous Materials Policy

- u. Housekeeping Standards Policy
  - v. I-disc Policy
  - w. Internal Controls Procedures
  - x. Investment Policy
  - y. Loss Control Policy
  - z. Policy on Housing Authority Owned Vehicles
  - aa. Policy on Maintenance Charges
  - bb. Public Housing Anti-Fraud Policy
  - cc. Maintenance Plan
  - dd. Maintenance Union Agreement
  - ee. Natural Disasters Policy
  - ff. Personnel Policy
  - gg. Pest Control Policy
  - hh. Pet Policy
  - ii. Prior Debt Policy
  - jj. Procurement Policy
  - kk. Public Housing Lease
  - ll. Relocation Policy
  - mm. Resident Community Service and Self Sufficiency Policy
  - nn. Resident Empowerment, Hiring, Initiatives Policies
  - oo. Travel Policy
  - pp. Union Contract
  - qq. Satellite Dish Policy
  - rr. Violence Against Women Act Policy
  - ss. Rolling Trash Tote Policy.
- (2) Section 8 Management: (list below)
- Administrative Plan
  - Equal Opportunity Housing Plan and Equal Opportunity Certification

5. **Grievance Procedures:** PHA's Grievance Procedures are contained in the PHA's Admission and Continued Occupancy Policy which is Attachment B.
6. **Designated Housing for Elderly and Disabled Families:** The PHA does not have and will not apply for Designated Housing for Elderly and Disabled Families.
7. **Community Service and Self-Sufficiency:** PHA's Community Service Policy is contained in the PHA's Admission and Continued Occupancy Policy which is Attachment B.
8. **Safety and Crime Prevention:** The PHA has identified the following need for measures to ensure the safety of public housing residents.
  - a. High incidence of violent and drug-related crime in some or all of the PHA's developments

- b. High incidence of violent and drug-related crime in the areas surrounding or adjacent to the PHA's developments
- c. Residents fearful for their safety and the safety of their children
- d. Observed lower-level crime, vandalism and graffiti
- e. People on the waiting list unwilling to move into one or more developments or areas of developments due to perceived or actual levels of violent and drug-related crime.

The PHA determined the need for PHA actions to improve safety of residents through:

- a. Analysis of crime statistics over time for crimes committed in and around public housing authority areas.
- b. Resident reports
- c. PHA employee reports
- d. Police reports

The PHA has and will in the future undertake crime and drug prevention activities as follows:

- a. Crime Prevention through Environmental Design.
- b. Activities targeted to at-risk youth, adults, or seniors.
- c. Employment of a security officer.

The following developments are considered to be the most affected and will be targeted for crime and drug prevention activities:

- a. IL53-01, Murphysboro
- b. IL53-02, Carbondale
- c. IL53-14, Carbondale

- 9. **Pets:** PHA's Pet Policy is contained in the PHA's Admission and Continued Occupancy Policy which is Attachment B.
- 10. **Civil Rights Certification:** The PHA's civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.
- 11. **Fiscal Year Audit:** The PHA is required to have an annual audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)). The PHA's most recent fiscal audit has been submitted to HUD. There were two (2) findings as a result of that audit. All findings have been resolved.
- 12. **Asset Management:** The PHA is engaging in activities that will contribute to the long-term asset management of its public housing stock, including how the PHA will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other need that have not been addressed elsewhere in this PHA Plan. Asset Management activities include Asset Management Project accounting and budgeting, asset budgeting, and division of assets among the eight (8) PHA Asset Management Projects.

13. **Violence Against Women Act:** For the PHA's Policy Prohibiting Denial of Assistance to Victims of Domestic Violence, Dating Violence, and Stalking, please see Attachment C.

Attachment B

ADMISSIONS  
AND  
CONTINUED OCCUPANCY  
POLICY  
OF THE  
HOUSING AUTHORITY OF THE  
COUNTY OF JACKSON, ILLINOIS

THE PHA'S ACOP IS SUBMITTED AS **il053a01**.

## Attachment C

### **POLICY PROHIBITING DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING**

The Violence against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. Specifically, Section 607(2) of VAWA adds the following provision to Section 6 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the public housing program:

Every contract for contributions shall provide that . . . the public housing agency shall not deny admission to the project to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission, and that nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

#### **Definitions**

As used in VAWA:

- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship
  - The type of relationship
  - The frequency of interaction between the persons involved in the relationship
- The term *stalking* means:
  - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
  - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and

In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

- The term *immediate family member* means, with respect to a person –
- A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
- Any other person living in the household of that person and related to that person by blood and marriage.

### **Notification and Victim Documentation**

#### PHA Policy

The PHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under the PHA's policies. Therefore, if the PHA makes a determination to deny admission to an applicant family on the basis of an unfavorable history, the PHA will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

The documentation must include two elements:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking

One of the following:

A police or court record documenting the actual or threatened abuse

A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The applicant must submit the required documentation with her or his request for an informal hearing or must request an extension in writing at that time. If the applicant so requests, the PHA will grant an extension of 10 business days, and will postpone scheduling the applicant's informal hearing until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant the PHA determines the family is eligible for assistance, no informal hearing will be scheduled and the PHA will proceed with admission of the applicant family.

## **Perpetrator Removal or Documentation of Rehabilitation**

### PHA Policy

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, or stalking, the PHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the public housing unit or (b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

This additional documentation must be submitted within the same time frame as the documentation required above from the victim.

## **PHA Confidentiality Requirements**

All information provided to the PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

## **NOTICE OF ELIGIBILITY OR DENIAL**

The PHA will notify an applicant family of its final determination of eligibility in accordance with the PHA's policies.

If a PHA 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 the PHA can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)].

### PHA Policy

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, the PHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact the PHA to dispute the information within that 10 day period, the PHA 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 PHA Policy.

Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, or stalking are contained in PHA Policy.

## ATTACHMENT D

<b>Housing Needs of Families in the Jurisdiction by Family Type</b>							
Family Type	Over all	Afford- -ability	Supply	Qualit y	Access -ibility	<b>Size</b>	Loca- tion
Income <= 30% of AMI	5,553	5	3	3	3	3	3
Income >30% but <=50% of AMI	2,499	3	2	2	2	2	2
Income >50% but <80% of AMI	4,116	2	2	2	2	2	2
Elderly	5,189	2	2	2	2	2	2
Families with Disabilities	893	2	3	2	2	2	2
Race/Ethnicity	N/A						
Race/Ethnicity	N/A						
Race/Ethnicity	N/A						
Race/Ethnicity	N/A						

PHA sources of information used to conduct this analysis were:

1. Consolidated Plan of the State of Illinois for 2008.
2. U.S. Census Data.
3. Greater Egypt Regional Planning & Development Commission, Carbondale, IL.

<b>Housing Needs of Families on the Waiting List Section 8</b>			
	# of families	% of total families	Annual Turnover
Waiting list total	184		50
Extremely low income <=30% AMI	183	99.5%	
Very low income (>30% but <=50% AMI)	1	.5%	
Low income (>50% but <80% AMI)	0		

<b>Housing Needs of Families on the Waiting List Section 8</b>			
Families with children	106		
Elderly families/single	46		
Families with Disabilities	32		
African American	140		
Asian	0		
Caucasian	41		
Hispanic	3		
Characteristics by Bedroom Size (Public Housing Only)	<b>N/A</b>		
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
The waiting list is not closed.			

<b>Housing Needs of Families on the Waiting List Public Housing</b>			
	# of families	% of total families	Annual Turnover
Waiting list total	370		
Extremely low income <=30% AMI	320		
Very low income (>30% but <=50% AMI)	43		
Low income (>50% but <80% AMI)	7		
Families with children	181		
Elderly families/single	137		
Families with Disabilities	52		
African American	219		
Asian	3		
Caucasian	140		
Hispanic	8		
Characteristics by Bedroom Size (Public Housing Only)			
1BR	179		
2 BR	93		
3 BR	75		
4 BR	17		
5 BR	6		
5+ BR			
The waiting list is not closed.			

## **ATTACHMENT E**

### **Strategy for Addressing Needs**

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

1. Employ effective maintenance and management policies to minimize the number of public housing units off-line
2. Reduce turnover time for vacated public housing units
3. Reduce time to renovate public housing units
4. Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
5. Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
6. Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
7. Participate in the Consolidated Plan development process to ensure coordination with broader community strategies

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

1. Maximizing available affordable housing units by reducing vacancies.
2. Because of a sufficient number of one-bedroom units, PHA plans to convert twelve (12) units (six 0-bedroom and six 1-bedroom) to six two-bedroom units at Site 4 of Development IL53-02, Carbondale, IL.

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

##### **Strategy 1: Target available assistance to families at or below 30 % of AMI**

1. Meet HUD federal targeting requirements for families at or below 30% of AMI in public housing.

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

##### **Strategy 1: Target available assistance to families at or below 50% of AMI**

1. Adopt rent policies to support and encourage work

Need: Specific Family Types: The Elderly

##### **Strategy 1: Target available assistance to the elderly:**

1. PHA shall strive to maintain high quality affordable housing for the elderly.

Need: Specific Family Types: Families with Disabilities

**Strategy 1: Target available assistance to Families with Disabilities:**

1. **Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing**
2. Affirmatively market to local non-profit agencies that assist families with disabilities

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

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

1. Affirmatively market to races/ethnicities shown to have disproportionate housing needs

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

1. Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units

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

**(2) Reasons for Selecting Strategies**

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

1. Funding constraints
2. Staffing constraints
3. Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
4. Influence of the housing market on PHA programs
5. Results of consultation with local or state government
6. Results of consultation with residents and the Resident Advisory Board

## **ATTACHMENT F**

### **NARRATIVE REPORT OF PROGRESS IN MEETING GOALS**

#### **Housing Needs**

The PHA continues to strive to maintain effective maintenance and management policies to minimize off-line housing units.

The PHA has developed a Vacancy Reduction Plan and will continue to utilize this plan to maximize vacant unit turnaround.

The PHA has and will continue to utilize Capital Fund Program funds to modernize and enhance the marketability of its dwelling units.

The PHA will continue to strive to serve the housing needs of the community.

#### **Financial**

The PHA achieved a Financial Assessment Subsystem score of **27** last year. The PHA lost points only in Tenant Accounts Receivable, but this was still noted to be good.

#### **Management**

The PHA achieved a Management Assessment Subsystem score of **25** last year. This score was primarily due to sub-indicator number one, vacant unit turn around, and again was due to the number of vacancies. The PHA will continue to strive to decrease vacancies through improved vacant unit turnaround, Leasing & Occupancy improvements, security and enhanced marketability.

#### **Deconcentration and Income Mixing**

The PHA has adopted policies to achieve its goals for deconcentration and income mixing and will continue to strive to meet those goals.

#### **Capital Fund**

The PHA continues to judiciously utilize its Capital Fund Program grant funds to maintain high quality affordable housing for its residents. The PHA has received

favorable Capital Fund Program Review from the Illinois Office of Public Housing and from the Corp of Engineers.

The PHA received a physical assessment subsystem score of 25 last year. The PHA will continue to strive to improve the physical condition of its units in the future.

ATTACHMENT G.

Carbon Monoxide Alarm Detector Act

The PHA certifies that it is in full compliance with the Carbon Monoxide Alarm Detector Act as of January 1, 2007:

- (a) PHA completed installation of Carbon Monoxide Alarm Detectors in all occupied apartments within 15 feet of every sleeping room prior to January 1, 2007.
- (b) Routine testing and maintenance of Carbon Monoxide Alarm Detectors has become a part of the PHA's existing plan for testing and maintenance in place for Smoke Detectors.
- (c) Current and future residents will be provided instructions on the testing and maintenance of the detectors.

Attachment B

ADMISSIONS  
AND  
CONTINUED OCCUPANCY  
POLICY  
OF THE  
HOUSING AUTHORITY OF THE  
COUNTY OF JACKSON, ILLINOIS



## **Chapter 1 - STATEMENT OF POLICIES AND OBJECTIVES**

### **INTRODUCTION**

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

Administration of the Public Housing Program and the functions and responsibilities of the Public Housing Authority (PHA) staff shall be in compliance with the PHA's Personnel Policy, and this Admissions and Continued Occupancy Policy. The administration of this PHA's housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts V, VII and IX. (Code of Federal Regulations).

### **A. HOUSING AUTHORITY MISSION STATEMENT**

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

### **B. TERMINOLOGY**

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

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

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

"Landlord" refers to the PHA.

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

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

See Glossary for other terminology.

### **C. LOCAL OBJECTIVES**

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

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

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

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

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

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

To work with all social service agencies to provide opportunities for upward mobility or families who desire to achieve self-sufficiency.

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.

#### **D. PURPOSE OF THE POLICY**

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

The PHA Board of Commissioners must approve the original policy and any changes. Required portions of this Plan will be provided to HUD.

#### **E. FAIR HOUSING POLICY**

It is the policy of the Housing Authority to comply fully with all Federal, State and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The PHA will comply with all laws relating to Civil Rights, including:

Title VI of the Civil Rights Act of 1964

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

Executive Order 11063

Section 504 of the Rehabilitation Act of 1973

The Age Discrimination Act of 1975

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

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

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

Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal information to public housing residents regarding "discrimination: and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the resident orientation session

The PHA's office located at 300 North 7<sup>th</sup> Street, Murphysboro, Illinois, is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone service provider and may be reached by calling: 1-618-684-3183.

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

Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

Provide housing that is different from that provided to others;

Subject a person to segregation or disparate treatment;

Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

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

Deny a person access to the same level of services.

The PHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

## **F. SERVICE AND ACCOMMODATIONS POLICY**

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with the PHA, when the PHA initiates contact with a family including when a family applies, and when the PHA schedules or reschedules appointments of any kind.

It is the policy of this PHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

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

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

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

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

A record of such impairment; or

Being regarded as having such impairment.

### **Undue Hardship**

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

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

The nature and cost of the accommodation needed;

The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and

The number of persons employed at such facility, the number of families likely to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

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

All requests for accommodation or modification of a unit will be verified with a reliable, knowledgeable, professional.

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

The PHA will require verification from a knowledgeable professional (preferably a doctor) when a request for a home visit recertification is submitted.

### **Reasonable Accommodation**

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

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

### **Recertification by Mail**

The PHA will permit the family to submit annual and interim verification forms through the mail within the specified time frame.

If there is more than one adult member in the household, but only one is disabled, recertifications will be completed by the able adult family member. That person will need to come in for an appointment and then take the necessary forms home to the member with a disability for signature.

### Home Visits

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

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

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

### Other Accommodations

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

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

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

## **G. TRANSLATION OF DOCUMENTS**

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

Number of families living in the Housing Authority who do not speak English.

Estimated cost to the PHA per client of translation of English written documents into the other language.

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

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

The PHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that the PHA is using its resources in a manner that reflects its commitment to quality and service. The PHA policies and practices are consistent with the new Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901 and 902 final published regulations.

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

#### **I. FAMILY OUTREACH**

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

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

#### **J. PRIVACY RIGHTS**

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

The PHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. The Executive Director must approve all requests for access and granting of accommodations based on this information.

The PHA's practices and procedures are designed to safeguard the privacy of applicants and tenants. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

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

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

The PHA will maintain a bulletin board in a conspicuous area of the office at 300 North 7th Street, Murphysboro, IL. which will contain:

Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP) or a notice of where the policy is available

Information on application taking

Directory of the PHA's housing sites

Income limits for Admission

Current schedule of routine maintenance charges

A copy of the lease

The PHA's grievance procedures

A Fair Housing Poster

An Equal Opportunity in Employment poster

Current resident notices

Required public notices

Security Deposit Charges

Information on preferences

Schedule of Utility Allowances.

## Chapter 2 - ELIGIBILITY FOR ADMISSION

[24 CFR 960.201]

### **INTRODUCTION**

This Chapter defines both HUD's and the PHA's criteria for admission and denial of admission to the program. The policy of this PHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. The PHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the PHA pertaining to their eligibility.

### **A. QUALIFICATION FOR ADMISSION**

It is the PHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

Is a family as defined in this Chapter;

Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 200 and Part 5, Subpart E).

Has an Annual Income at the time of admission that does not exceed the low-income limits for occupancy established by HUD and posted separately in the PHA offices.

The Quality Housing and Work Responsibility Act of 1998 authorizes PHAs to admit families whose income does not exceed the low-income limit (80% of median area income) once the PHA has met the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income).

Provides a Social Security number for all family members, age 6 or older, or will provide written certification that they do not have Social Security numbers;

Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.

#### **Timing for the Verification of Qualifying Factors**

The qualifying factors of eligibility, other than citizenship status, will be verified before the family is placed on the waiting list.

### **B. FAMILY COMPOSITION**

#### **Definition of Family**

The applicant/applicants must qualify as a Family. A family may be a single person or a group of persons. A family includes but is not limited to:

One person (a single elderly or non-elderly person), or;

The remaining member of a family, or;

Two or more persons sharing residency whose income and resources are available to meet the family's needs, and who are either related by blood, marriage, or operation or law, or who have evidenced a stable family relationship.

There must be some concept of family beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility.

A family must have a head of household and that person must be a competent adult and be at least 18 years of age. Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

The term "Family" also includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A displaced family;

A near-elderly family,

The remaining member of a tenant family;

A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family;

Two or more elderly or disabled persons living together as a AFamily@ defined above, or one or more elderly or disabled persons living with one or more live-in aides is a family; as long as the live-in aides are required by a Doctor's Statement. The Doctor's Statement must address the applicant's or resident's condition that warrants a live-in-aide. The Statement must explain why a live-in-aide is required based upon that condition.

Two or more near-elderly persons living together, as a AFamily@ defined above, or one or more near-elderly persons living with one or more live-in aides, as long as the live-in aides are required by a Doctor's Statement. The Doctor's Statement must address the applicant's or resident's condition that warrants a live-in-aide. The Statement must explain why a live-in-aide is required based upon that condition.

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

#### Occupancy by Police Officers

In order to provide an increased sense of security for public housing residents the PHA may allow public housing units to be occupied by police officers.

Police officers will not be required to be income eligible to qualify for admission to the PHA's public housing program.

#### **Head of Household**

The head of household is the member of the household who is at least 18 years of age and designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

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

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Family, provided that the person is at least partially responsible for paying the rent.

#### **Spouse of Head**

Spouse means the husband or wife of the head.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

**Co-head**

An individual in the household who is equally responsible for the lease with the Head of Household. A household may have either a spouse or co-head, but not both. A co-head never qualifies as a dependent.

**Live-In Attendants**

A Family may include a live-in aide provided that such live-in aide:

Is determined by the PHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in attendant may also reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

A Live-in Aide may only reside in the unit with the approval of the PHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

The PHA has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this Chapter.

**C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]**

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.

If a member does not have a Social Security Number they must sign a certification stating that they do not have one. The certification shall:

state the individual's name;

state that the individual has not been issued a Social Security Number;

state that the individual will disclose the Social Security Number, if they obtain one at a later date;

be signed and dated.

**D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS**

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

The PHA will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, 1998.

No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

#### **E. OTHER ELIGIBILITY CRITERIA**

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior, the ability:

- to pay rent and other charges as required by the lease in a timely manner;
- to care for and avoid damaging the unit and common areas;
- to use facilities, appliances and equipment in a reasonable way;
- to create no health or safety hazards, and to report maintenance needs in a timely manner;
- not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the PHA premises;
- not to have ever* been convicted of manufacturing or producing methamphetamine, also known as "speed;" on or off Housing Authority property;
- not to be subject to lifetime sex offender registration requirement;*
- to comply with necessary and reasonable rules and program requirements of HUD and the PHA; and,
- to comply with local health and safety codes.

#### **Denial of Admission for Previous Debts to This or Any Other PHA**

Previous outstanding debts to this PHA 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 by PHA staff. Only the Board of Commissioners may make exception. The Applicant must submit a written appeal to the Board of Commissioners explaining why a payment agreement would be needed. The Applicant must also explain to the Board why the applicant would be able to honor such a repayment agreement. The Board may consider the Applicant's past and current history in making their decision. The Board will empower the Executive Director to convey their decision to the Applicant.

Either spouse is responsible for the entire debt incurred as a previous PHA tenant. Children of the head or spouse who had incurred a debt to the PHA will not be held responsible for the parent's previous debt.

## **F. ONE STRIKE POLICY**

### **Denial of Admission for Drug-Related and/or Other Criminal Activity**

#### **Screening for "One Strike"**

##### **Purpose**

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit a crime, to use or sell drugs or terrorize neighbors. It is the intention of the Jackson County Housing Authority to fully endorse and implement a policy which is designed to:

- Help create and maintain a safe and drug-free community;
- Keep our program participants free from threats to their personal and family safety;
- Support parental efforts to instill values of personal responsibility and hard work;
- Help maintain an environment where children can live safely, learn and grow up to be productive citizens.

##### **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, the PHA will involve other community and governmental entities in the promotion and enforcement of this policy.

##### **HUD Definitions**

“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)).

Drug-related criminal activity means *on or off the premises, not just on or near the premises*.

“Criminal activity” includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident’s public housing premises by other residents or employees of the PHA.

##### **Screening for “One Strike”**

In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, the PHA will endeavor to screen applicants as thoroughly and fairly as possible.

If in the past the PHA initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the One Strike Notice, for a family, as a prior resident of public housing, the PHA shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.

The PHA will not be obligated to ferret out information concerning a family’s criminal activities as part of the processing of an application for assistance. Initial screening will be limited to routine inquiries of the family and any other information provided to the PHA regarding this matter. The inquiries will be standardized and directed to all applicants by inclusion in the application form.

If as a result of the standardized inquiry, or the receipt of a verifiable referral, there is indication that the family or any family member is engaged in drug-related criminal or violent criminal activity, the PHA will conduct closer inquiry to determine whether the family should be denied admission.

If the screening indicates that any family member has been convicted within the prior five (5) years for drug-related or violent criminal activity, the PHA shall obtain verification through police/court records.

### **Law Enforcement Records**

The PHA will check criminal history for all applicants to determine whether any member of the family has engaged in violent or drug-related criminal activity.

The PHA will check criminal history for all applicants to determine whether any member of the family is subject to a lifetime sex offender registration requirement.

Verification of any past activity will be done prior to final eligibility and will include a check of conviction records.

The PHA has contracted with local law enforcement agencies, FBI approved channeling agencies, to process and funnel requests in order to obtain National Crime Information Center (NCIC) data for the purpose of accessing FBI criminal records.

The PHA acknowledges that a name check only may result in an inconclusive result without a positive fingerprint comparison. The results of an inconclusive name check will not be used to deny an applicant admission to housing.

If the channeling agency indicates to the PHA that there is a criminal history record indexed in the Interstate Identification Index which might belong to the applicant, the PHA must submit an applicant fingerprint card to the FBI through the appropriate channel in order to verify whether the criminal record is in fact the applicant's. Should the applicant instead elect to withdraw their application, no further action will be necessary.

### **Standard for Violation**

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to Public Housing for a five-year period beginning on the date of such eviction.

The HA may waive this requirement if:

The person demonstrates successful completion of a rehabilitation program approved by the HA, or

The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

No member of the applicant's family may have engaged in drug related or violent criminal activity within the past five (5) years.

The PHA will permanently deny admission to public housing persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing development in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The PHA will deny participation in the program to applicants where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous twelve months.

"Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past five (5) years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past five (5) years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the

HA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

In evaluating evidence of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

The PHA may waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by the PHA, or

The individual involved in drug-related criminal activity is no longer in the household because the person is incarcerated.

The PHA may permit eligibility for occupancy and impose conditions that the involved family member(s) does not reside in the unit. The PHA will consider evidence that the person is no longer in the household such as divorce decree, incarceration, or death. The PHA may bar the involved family member from PHA property based on past criminal history.

### **Other criminal activity**

"Other criminal activity" means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

For the purposes of this policy, this is construed to mean that a member of the current family has been convicted of any criminal or drug-related criminal activity within the past five (5) years.

HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

No family member may be subject to lifetime sex offender registration requirement. This provision will not be waived.

No family member may have engaged in or threatened abusive or violent behavior toward PHA personnel at any time.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last five (5) years.

### **Evidence**

The PHA must have evidence of the violation.

"Preponderance of evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

Preponderance of evidence is not determined by the number of witnesses, but by the greater weight of all evidence.

"Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by PHA inspectors and/or investigators, and evidence gathered from the PHA Hotline.

The PHA may pursue fact-finding efforts as needed to obtain credible evidence.

### **Obtaining Information From Drug Abuse Treatment Centers**

The PHA will inquire of all applicants whether they are currently using or in the past have ever engaged in the illegal use of a controlled substance.

The PHA will inquire of all applicants who respond in the affirmative whether they are currently receiving treatment or have ever received treatment at a drug abuse treatment facility.

All applicants who respond in the affirmative will be required to sign a written consent authorizing the PHA to receive information from the drug abuse treatment facility stating only whether the facility has reasonable cause to believe that the applicant is currently engaging in illegal use of a controlled substance.

The signed authorization will be sent to the drug abuse treatment facility with a HA postage paid return addressed envelope addressed to the attention of the Executive Director, Assistant Director, or designee.

The PHA will maintain such information received from a drug abuse treatment facility in a manner that respects its confidentiality.

Such confidential information will be reviewed by the Executive Director, Assistant Director, or designee who will make a decision as to the outcome of the review.

Such confidential information will not be misused or improperly disseminated and will be destroyed not later than 5 days after the date on which the HA gives final approval for admission.

If the application is denied, the information will be destroyed within seven (7) days following the date on which the statute of limitations for commencement of a civil action from the applicant based upon the denial of admission has expired.

#### **Confidentiality of Criminal Records**

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

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

If the family is determined eligible for initial or continued assistance, the PHA's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

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

#### **Disclosure of Criminal Records to Family**

Before the PHA takes any adverse action based on a criminal conviction record, the applicant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the court hearing in the case of evictions and Appeals.

#### **Hearings**

(See Chapter titled "Complaints, Grievances and Appeals")

If information is revealed that would cause the PHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the PHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

#### **G. SCREENING FOR SUITABILITY** [24 CFR 960.204, 960.205]

In developing its admission policies, the aim of the PHA is to attain a tenant body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived and families with serious social problems. Therefore, it is the policy of the PHA to deny admission to applicants whose habits and practices may reasonable be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

The PHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of the applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

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.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance which they can demonstrate that they have or will have at the time of admission (24 CFR 8.2 Definition: Qualified Individual with Handicaps). The availability of assistance is subject to verification by the PHA.

The PHA's minimum age for admission as head of household is 18, to avoid entering into leases that would not be valid or enforceable under applicable law.

The PHA does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf unless that person has legal power of attorney.

As a part of the final eligibility determination, the PHA will screen each applicant household to assess their suitability as renters.

The PHA will complete a credit check on all applicants.

The PHA shall rely upon sources of information which may include, but not be limited to, PHA 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.

This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

The PHA may complete a home visit at the current residence of applicants who have had landlord verifications returned to the PHA with unfavorable comments concerning their housekeeping habits.

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the development.

The PHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

The applicant's past performance in meeting financial obligations, especially rent and utilities.

Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.

Any history of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity.

Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.

Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.

Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the PHA. The information to be considered in the screening process shall be reasonably

related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

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

Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24CFR 960.205(b)]

Adversely affect the physical environment or financial stability of the development. [24CFR 960.205(b)]

Violate the terms and conditions of the lease. [24CFR 8.3].

Require services from PHA staff that would alter the fundamental nature of the PHA's program. [24 CFR 8.3]

### **Rent Paying Habits**

The PHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords.

Based upon these verifications, the PHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past five years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

The lack of credit history will not disqualify a family, but a poor credit history may.

Where past rent paying ability cannot be documented, the PHA will check with the utility company(s) to determine whether the family has been current and timely on their payments.

### **Screening Applicants Who Claim Mitigating Circumstances**

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the PHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

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

Once the PHA has evicted for any reason, we will take an Application for Admission. However, the reason(s) for any previous eviction will be considered in deciding whether the applicant will be approved or denied.

### **Examples of Mitigating Circumstances**

Evidence of successful rehabilitation;

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by the PHA;

Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The PHA will consider such circumstances in light of:

The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

The applicant's overall performance with respect to all the screening requirements.

### **Qualified and Unqualified Applicants**

Information which has been verified by the PHA will be analyzed and a determination will be made with respect to:

The eligibility of the applicant as a family;

The eligibility of the applicant with respect to income limits for admission;

The eligibility of the applicant with respect to citizenship or eligible immigration status;

Preference category (if any) to which the family is entitled.

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and PHA procedures, except for a pending PHA hearing.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. The PHA shall provide applicants an opportunity for an informal hearing (see Chapter titled "Complaints, Grievances, and Appeals.")

Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.

The PHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the PHA, such as turnover rates, and market demands as they affect bedroom sizes and development location.

### **Documenting Findings**

An authorized representative of the PHA shall document any pertinent information received relative to the following:

Criminal Activity - includes the activities listed in the definition of criminal activity in this Chapter.

Pattern of Violent Behavior - includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

Pattern of Drug Use - includes a determination by the PHA that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Drug Related Criminal Activity - includes a determination by the PHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.

Pattern of Alcohol Abuse - includes a determination by the PHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

Initiating Threats - or behaving in a manner indicating an intent to assault employees or other tenants.

Abandonment of a Public Housing Unit - without advising PHA officials so that staff may secure the unit and protect its property from vandalism.

Non-Payment of Rightful Obligations - including rent and/or utilities and other charges owed to the PHA [or any other PHA].

Intentionally Falsifying an Application for Leasing - including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior - consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

Grossly Unsanitary or Hazardous Housekeeping - includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

Destruction of Property from previous rentals.

Whether Applicant or tenant is Capable of Maintaining the Responsibilities of tenancy - In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects.

The PHA may waive the policies prohibiting admission in these circumstances if the person demonstrates to the PHA's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and has successfully completed a supervised drug or alcohol rehabilitation program.

### **Prohibited Criteria for Denial of Admission**

Applicants will **NOT** be rejected because they:

- Have no income;
- Are not employed;
- Do not participate in a job training program;
- Will not apply for various welfare or benefit programs;
- Have children;
- Have children born out of wedlock;
- Are on welfare;
- Are students.

## **H. HEARINGS**

If information is revealed that would cause the PHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the PHA's hearing procedures outlined in Chapter 13, Complaints, Grievances and Appeals.



## **Chapter 3 -APPLYING FOR ADMISSION**

### **INTRODUCTION**

The policy of the PHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an "Application for Admission" placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the PHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

### **A. HOW TO APPLY**

Families who wish to apply for any of the PHA's Housing must secure an Initial Preliminary Application for Admission. This must be completed by the person in long hand and brought to the Office at 300 North 7th Street, Murphysboro, IL, along with the requested documentation. Applications for Admission will be completed by a staff person, taking the documentation presented during the interview appointment.

Persons with disabilities may call the PHA to make other arrangements to complete their Application for Admission

Applications will be accepted at 300 North 7th Street, Murphysboro, IL 62966 for all waiting lists.

Applicants may choose which site-based waiting list they wish to be placed on, regardless of the application site. Applicants must apply at the Main Office of the PHA, 300 North 7th Street, Murphysboro, IL 62966 and designate the development(s) in which they seek to reside.

### **B. "INITIAL" APPLICATION PROCEDURES**

The PHA will utilize a preliminary-application form (pre-application) for the initial application for public housing.

The purpose of the Preliminary Application is for the applicant to complete the form in his/her handwriting and to be made aware of the documents needed to complete an Application for Admission.

The preapplication will contain questions designed to obtain the following information:

- Names of head and spouse
- Names of adult members and age of all members
- Number of family members (used to estimate bedroom size needed)
  
- Street address and phone numbers
- Mailing address (If PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members to determine preference qualification
- Information regarding request for reasonable accommodation or for accessible unit
- Social Security Numbers
- Race/ethnicity
- Arrests/Convictions for Drug Related or Violent Criminal Activity
- Previous address
- Names and address of current and previous landlords
- Emergency contact person and address
- Questions regarding previous participation in HUD programs

### **C. COMPLETION OF A FULL APPLICATION**

Applicants are to bring the Preliminary Application and supporting documents to the office at 300 North 7th Street, Murphysboro, IL 62966 – Phone 618-684-3183 and a staff member will assist them in completing a Full Application for Admission. All answers to interview's questions will be supplied by the

applicant. Applications are completed by appointment and/or on a walk-in basis. Please contact the office for further information.

Reasonable accommodations will be made for persons with a disability that requires an advocate or accessible office. A designee will be allowed to provide some information, but only with permission of the person with a disability.

All adult members must sign form HUD-9886, Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by the PHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD-9886. Failure to do so will be cause for denial for the failure to provide necessary certifications and release as required by the PHA. All adult applicants will be required to sign an Authorization for release of information, so the PHA may secure their Criminal History.

## **PROCESSING APPLICATIONS**

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences eligibility and rent calculation.

Upon receipt of the information and signed releases the PHA will mail to the Third party for verification.

Upon receipt of all Third party verifications and/or additional supporting documents from the Applicant, the PHA will review the file to determine eligibility.

If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given 15 working days to supply the information.

If the information is not supplied in this time period, the PHA will provide the family a notification of denial for assistance. (See Chapter on Complaints, Grievances and Appeals)

If the applicant is determined eligible they will be placed on the waiting list based on the preferences claimed. Preferences are listed under TENANT SELECTION AND ASSIGNMENT PLAN SECTION OF THIS DOCUMENT. The applicant will be notified by first class mail as to their eligibility and approximate date they may be housed.

If the applicant is determined to be ineligible based on the information provided in the Application for Admission the PHA will notify the family in writing, stating the reason(s) and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation.

Applicants are requested to inform the PHA of changes in family composition, income, preference status and address. Any changes in requested "Sites-Locations" are to be made in writing. Applicants are also required to respond to requests from the PHA to update information on their application or to determine their continued interest in assistance.

## **FINAL DETERMINATION**

As the family approaches the top of the waiting list they will be contacted to verify the statements made at the time the Application for Admission was completed.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

## **Chapter 4 - TENANT SELECTION AND ASSIGNMENT PLAN**

(Includes Preferences and Managing the Waiting List)

## **INTRODUCTION**

It is the PHA's policy that each applicant shall be assigned an appropriate place on the waiting list for the project(s) in which the applicant wishes to reside. Applicants will be listed in sequence based upon date and time the application is received, the size and type of unit they require, and factors of preference or priority. In filling an actual or expected vacancy, the PHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing deconcentration of poverty and income-mixing objectives. The PHA will offer the unit until it is accepted. This Chapter describes the PHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

## **PHA's Objectives**

It is the PHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

By maintaining an accurate waiting list, the PHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner.

## **A. MANAGEMENT OF THE WAITING LIST**

The PHA will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

All applicants in the pool will be maintained in order of date and time of application receipt.

Applications equal in preference will be maintained by date and time sequence.

All applicants must meet applicable income eligibility requirements as established by HUD.

## **Opening and Closing the Waiting Lists**

The PHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit and the ability of the PHA to house an applicant in an appropriate unit within a reasonable period of time.

When the PHA opens the waiting list, the PHA will advertise through public notice in the Southern Illinoisan newspapers.

The notice will contain:

The dates, times, and the locations where families may apply.

The programs for which applications will be taken.

Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the PHA address and telephone number, how to submit an application, information on eligibility requirements.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

### **When Application Taking is Suspended**

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

During the period when the waiting list is closed, the PHA will maintain a list of individuals who wish to be notified when the waiting list is open.

Suspension of application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next 12 months. The PHA will give at least five days' notice prior to closing the list. When the period for accepting applications is over, the PHA will add the new applicants to the list by:

Separating the new applicants into groups based on unit size and ranking applicants within each group by date and time of application and local preference priority.

The PHA will update the waiting list at least annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, the PHA will advise families of their responsibility to notify the PHA when mailing address or telephone numbers change.

### **Reopening the List**

If the waiting list is closed and the PHA decides to open the waiting list, the PHA will publicly announce the opening.

Any reopening of the list is done in accordance with the HUD requirements.

PHA may open the list to applications from families qualified for the Singles Preference and not Other Singles if families with the Singles preference will absorb available program openings.

### **Limits on Who May Apply**

When the waiting list is open,

Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application.

When the application is submitted to the PHA:

It establishes the family's date and time of application for placement order on the waiting list.

### **Multiple Families in Same Household**

When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

## **B. SITE BASED WAITING LISTS**

Applicants may choose on which site-based waiting list they wish to be placed, regardless of the application site. Applicants may apply directly at or otherwise designate the project or projects in which they seek to reside.

When there are insufficient applicants on a site-based waiting list, the PHA will contact applicants on other site-based waiting lists who may qualify for the type of housing with insufficient applicants.

Every reasonable action will be taken by the PHA to assure that applicants can make informed choices regarding the project(s) in which they wish to reside. The PHA will disclose information to applicants regarding the location of available sites, occupancy number and size of accessible units, and an estimate of the period of time the applicant will likely have to wait to be admitted to units of different types.

### **Monitoring Site-Based Waiting Lists**

The system of site-based waiting lists will be carefully monitored to assure that civil rights and fair housing are affirmatively furthered.

The PHA will monitor its system of site-based waiting lists at least every three years to assure that racial steering does not occur. If the PHA's analysis of its site-based waiting list indicates that a pattern of racial steering is or may be occurring, the PHA will take corrective action.

### **C. WAITING LIST PREFERENCES**

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet the PHA's Selection Criteria as defined in this policy.

The PHA's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in public housing. When such matching is required or permitted by current law, the PHA will give preference to qualified families.

Families who reach the top of the waiting list will be contacted by the PHA to verify their preference and, if verified, the PHA will complete a full application for occupancy. Applicants must complete the application for occupancy and continue through the application processing and may not retain their place on the waiting list if they refuse to complete their processing when contacted by the PHA.

Among applicants with equal preference status, the waiting list will be organized by date and time.

An applicant will not be granted any preference if s/he has been evicted from any federally assisted housing during the past three years because of drug-related criminal activity.

The PHA will grant an exception to such a family if:

If an applicant makes a false statement in order to qualify for a Local preference, the PHA will [deny the preference] [deny admission to the program for the family].

#### **Local Preferences**

The PHA uses the following Local Preferences:

**Families with Incomes Needed to Achieve Deconcentration of Poverty and Income-Mixing:** for families with incomes needed to achieve deconcentration of poverty and income-mixing goals.

**Residency preference:** for families who live, work, or have been hired to work in the jurisdiction.

**Working preference** (24 CFR 5.415): for families where the head, spouse or sole member is employed and has been employed for nine months. This preference is extended equally to an applicant whose head or spouse are age 62 or older who or meet the HUD/Social Security definition of disability.

This includes families who are graduates of or participants in educational and training programs designed to prepare the individual for the job market.

### **Treatment of Single Applicants**

#### **Singles Preference**

Applicants who are elderly, disabled, or displaced households of no more than two persons will be given a selection priority over all "Other Single" applicants regardless of preference status.

"Other Singles" denotes a one-person household in which the individual member is neither elderly, disabled, or displaced by government action.

The PHA also uses the following local preferences which are further described in this section.

#### **Involuntary Displacement Preference**

Involuntarily Displaced applicants are applicants who have been involuntarily displaced and are not living in standard, permanent replacement housing, or will be involuntarily displaced within no more than six months from the date of preference status certification by the family] [verification by the PHA].

Families are considered to be involuntarily displaced if they are required to vacate housing as a result of one of the following situations.

1. A disaster (fire, flood, earthquake, etc.) that has caused the unit to be uninhabitable.
2. Federal, state or local government action related to public improvement or development.

Sale by owner of a housing unit in which an applicant resides under an agreement that the unit must be vacant when possession is transferred; or

#### **Definition of Standard Replacement Housing**

In order to receive the displacement preference, applicants who have been displaced must not be living in "standard, permanent replacement housing."

Standard replacement housing is defined as housing that is decent, safe and sanitary according to Housing Quality Standards.

### **D. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS**

Before applying its preference system, the PHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, deconcentration or income mixing, income targeting, or units in housing designated for the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

#### **E. INCOME TARGETING**

The PHA will monitor its admissions to ensure that at least 40 percent of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of the PHA's jurisdiction.

The PHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA by admitting less than 40 percent of "extremely low income families" to public housing in a fiscal year, to the extent

that the PHA has provided more than 75 percent of newly available vouchers to “extremely low income families.” This fungibility provision discretion by the PHA is also reflected in the PHA’s Administrative Plan.

The fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely low income families by the lowest of the following amounts:

The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or

The number of public housing units that 1) are in public housing projects located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

The Fungibility Floor: Regardless of the above two amounts, in a fiscal year, at least 30% of the PHA’s admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the PHA’s overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

### **Low Income Family Admissions**

Once the PHA has met the 40% targeted income requirement for new admissions of extremely low-income families, the PHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

### **Very Low-Income Family Admissions**

Once the PHA has met the 40% targeted income requirement for new admissions of extremely low-income families, the PHA will fill the remainder of its new admission units with families whose incomes do not exceed 50% of the HUD approved area median income.

## **F. MIXED POPULATION UNITS**

A mixed population project is a public housing project, or portion of a project that was reserved for elderly families and disabled families at its inception (and has retained that character).

In accordance with the 1992 Housing Act, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. All other PHA preferences will be applied.

## **G. GENERAL OCCUPANCY UNITS**

General occupancy units are designed to house all populations of eligible families. In accordance with the PHA’s occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to the PHA’s general occupancy units.

## **H. DECONCENTRATION OF POVERTY AND INCOME-MIXING**

The PHA's admission policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects.

Gross annual income is used for income limits at admission and for income-mixing purposes.

Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met.

The PHA will use the gathered tenant incomes information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the project for the purpose of assisting the PHA in its deconcentration goals.

### **Deconcentration and Income-Mixing Goals**

The PHA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit higher income families to lower income developments, and lower income families to higher income developments.

If a unit becomes available at a lower income development, and there is no higher income family on the waiting list or no higher income family accepts the offer, then the unit will be offered to the next family regardless of income.

If a unit becomes available at a higher income development, and there is no lower income family on the waiting list or no lower income family accepts the offer, then the unit will be offered to the next family regardless of income.

### **Project Designation Methodology**

The PHA will determine and compare tenant incomes at all general occupancy developments.

Upon analyzing its findings the PHA will apply the policies, measures and incentives listed in this Chapter to bring higher income families into lower income developments and lower income families into higher income developments.

The PHA's goal is to have eligible families having higher incomes occupy dwelling units in projects predominantly occupied by eligible families having lower incomes, and eligible families having lower incomes occupy dwelling units in projects predominantly occupied by eligible families having higher incomes.

Skipping of families for deconcentration purposes will be applied uniformly to all families.

When a unit becomes available at a lower income development, the unit will be offered to a higher income family. When a unit becomes available at a higher income development, the unit will be offered to a lower income family.

### **Deconcentration Methodology**

The PHA shall admit lower income families to higher income buildings (or developments) and admit higher income families to lower income buildings (or developments) using the following steps:

**Step 1:** The PHA will annually characterize each general occupancy development as higher income or lower income based on whether the average income in the development is above or below the overall average.

**Step 2:** The PHA will determine which families on the waiting list have incomes higher than the PHA-wide average and designate these families "higher income families," and which have incomes lower than the PHA-wide average and designate these families "lower income families."

**Step 4:** When a unit becomes available in a higher income development, the PHA shall skip families on the waiting list if necessary to reach a lower income family to whom it will offer the unit. When a unit becomes available in a lower income development, the PHA shall skip families on the waiting list if necessary to reach a higher income family to whom it will offer the unit.

If the waiting list does not contain a family in the income category to whom the unit is to be offered, the PHA shall offer the unit to a family in the other income category.

#### **Definition of Development for Purposes of Deconcentration**

For purposes of deconcentration, a “development” is one or more contiguous structures containing at least 6 public housing units.

For mixed-finance developments and units newly added to the PHA’s public housing stock, the deconcentration requirement is:

For the initial lease-up of vacant public housing units, the average income for the public housing units in each development must not exceed the PHA’s average overall income.

After the initial lease-up, the leasing of public housing units is covered by the deconcentration steps listed above.

If the PHA has provided the family that resided in public housing on the site of a mixed-finance or other development the right to return to that development after revitalization, the deconcentration policy does not preclude fulfilling that commitment.

A family has the sole discretion whether to accept an offer of a unit made under the deconcentration policy.

The PHA shall not take any adverse action toward any eligible family for choosing not to accept an offer of a unit.

The PHA shall uniformly limit the number of offers received by applicants, described in this chapter.

Nothing in the deconcentration policy relieves the PHA of the obligation to meet the income targeting requirements.

#### **PHA Incentives for Higher Income Families**

The PHA will offer certain incentives to higher income families willing to move into lower income projects. The PHA will not take any adverse action against any higher income family declining an offer by the PHA to move into a lower income project.

In addition to maintaining its public housing stock in a manner that is safe, clean, well landscaped and attractive, the PHA will offer the following incentives for higher income families moving into lower income projects:

PHA will waive the security deposit.

PHA will allow occupancy standards of one child per bedroom.

### **I. PROMOTION OF INTEGRATION**



Beyond the basic requirement of nondiscrimination, PHA shall affirmatively further fair housing to reduce racial and national origin concentrations.

The PHA shall not require any specific income or racial quotas for any development or developments.

A PHA shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations.

#### **J. VERIFICATION OF PREFERENCE QUALIFICATION**

**The PHA will verify all preference claims at the time they are made.**

**The PHA will reverify a preference claim, if the PHA feels the family's circumstances have changed, at time of selection from the waiting list.**

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference and given an opportunity for a review.

#### **Change in Circumstances**

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the PHA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly-claimed preference.

#### **K. PREFERENCE DENIAL**

If the PHA denies a preference, the PHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for [an informal meeting] [a review]. The applicant will have five working days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

#### **L. REMOVAL FROM WAITING LIST AND PURGING**

The waiting list will be purged at least once a year by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within 30 calendar days s/he will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply with the proscribed period.

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

#### **M. OFFER OF ACCESSIBLE UNITS**

The PHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

See "Leasing" chapter.

#### **N. PLAN FOR UNIT OFFERS**

The PHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:

Under this plan the first qualified applicant in sequence on the waiting list will be made one offer of a unit of the appropriate size, if possible at a site in which the applicant seeks to reside.

If the offer is rejected, the applicant will be offered the next suitable unit that becomes available, whether it is at the same location as the first offer or at another location.

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.

#### **O. CHANGES PRIOR TO UNIT OFFER**

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 Tenant 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 (See Chapter on Complaints, Grievances, and Appeals)

#### **P. APPLICANT STATUS AFTER FINAL UNIT OFFER**

When an applicant rejects the final unit offer the PHA will place the applicant's name on the bottom of the waiting list.

#### **Q. TIME-LIMIT FOR ACCEPTANCE OF UNIT**

Applicants must accept a unit offer within five working days of the date the offer is made. If unable to contact an applicant by telephone, the PHA will send a letter.

#### **Applicants Unable to Take Occupancy**

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "good cause," the applicant will not be placed at the bottom of the waiting list.

Examples of "*good cause*" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.  
[24 CFR 945.303(d)]

Presence of lead paint in the unit offered when the applicant has children under the age specified by current law;

The family demonstrates to the PHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.

The unit is inappropriate for the applicant's disabilities.



## Chapter 5 - OCCUPANCY GUIDELINES

### **INTRODUCTION**

The Occupancy Guidelines are established by the PHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

### **A. DETERMINING UNIT SIZE**

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The PHA's Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy standards, an adult is a person 18 years or older.

One bedroom will generally be assigned for every two family members. The PHA will consider factors such as family characteristics including sex, age, or relationship, the number of bedrooms and size of sleeping areas or bedrooms and the overall size of the dwelling unit. Consideration will also be given for medical reasons and the presence of a live-in aide.

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.

### **GUIDELINES FOR DETERMINING BEDROOM SIZE**

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10

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### **B. EXCEPTIONS TO OCCUPANCY STANDARDS**

The PHA will grant exceptions from the guidelines in cases where it is the family's request or the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until they have occupied the unit for three years.

For a three person family that includes two adults and an infant, the PHA may allow the family to lease a one bedroom unit in a desired general occupancy project.

The PHA may offer a family a unit that is larger than required by the PHA's occupancy standards, if the waiting list is short of families large enough to fill the vacancy.

The family may request to be placed on a larger bedroom size waiting list than indicated by the PHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the PHA before the family is placed on the larger bedroom size list. The PHA will consider these requests:

**Person with Disability**

The PHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified.

**Other Circumstances**

Circumstances may dictate a larger size than the occupancy standards permit when:

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a doctor.

Requests based on health related reasons must be verified by a doctor.

All members of the family residing in the unit must be approved by the PHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the PHA within fourteen days.

Any parolee being released from incarceration (jail, prison, etc.) by the Department of Corrections cannot be paroled to a PHA apartment without first receiving PHA permission.

To avoid vacancies, the PHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. This requirement is a provision of the lease.

**C. ACCESSIBLE UNITS**

The PHA has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

**D. FAMILY MOVES**

When a change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the manager who will make determination after review of the situation, the individual circumstances, and the verification provided.

## Chapter 6 - DETERMINATION OF TOTAL TENANT PAYMENT

[24 CFR 5.609, 5.611, 5.613, 5.615]

### **INTRODUCTION**

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The PHA's policies in this Chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

### **A. MINIMUM RENT**

The minimum rent for this PHA is \$50.00.

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly income

The Minimum rent as established by the PHA

The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The Total Tenant Payment does not include charges for excess utility consumption or other charges.

The PHA recognizes that in some instances even the minimum rent may create a financial hardship for families. The PHA will review all relevant circumstances brought to the PHA's attention regarding financial hardship as it applies to minimum rent. The following section states the PHA's procedures and policies in regard to minimum rent financial hardship as set forth by the QHWRA.

### **PHA Procedures for Notification to Families of Hardship Exceptions**

The PHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exception under the law.

The PHA notification will advise the family that hardship exception determinations are subject to PHA grievance procedures.

The PHA will review all tenant requests for exception from the minimum rent due to financial hardships.

### **Exceptions to Minimum Rent**

The Minimum Rent will be suspended until the PHA determines whether the hardship is:

Covered by statute

Temporary or long term

If the PHA determines that the minimum rent is not covered by statute, the PHA will impose a minimum rent including payment for minimum rent from the time of suspension.

### **Criteria for Hardship Exception**

In order for a family to qualify for a hardship exception the family's circumstances must fall into one of the following criteria:

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

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

The income of the family has decreased because of changed circumstances, including:

Loss of employment

Death in the family

Other circumstances as determined by the PHA or HUD

### **Temporary Hardship**

If the PHA determines that the hardship is temporary, a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90 day period commencing on the date of the family's request for exemption.

The PHA defines temporary as 90 days or less.

### **Repayment Agreements for Temporary Hardship**

The PHA may offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

If the family owes the PHA money for rent arrears incurred during the minimum rent period, the PHA will calculate the total amount owed and at the PHA option divide it by 3, 6, 9 or 12 to arrive at a reasonable payment increment that will be added to the family's regular monthly rent payment. The family will be required to pay the increased amount until the arrears are paid in full.

### **Retroactive Determination**

The PHA will reimburse the family for minimum rent charges which took effect after October 21, 1998 that qualified for one of the mandatory exceptions.

If the family is owed a retroactive payment, the PHA will offset the family's future rent payments by the amount in which the PHA owes the family.

## **B. INCOME AND ALLOWANCES**

**Income:** The types of money that are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented. (See Income Inclusions and Income Exclusions in the Glossary of Terms of this policy.)

**Annual Income** is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 5.607)

**Adjusted Income** is defined as the Annual income minus any HUD allowable deductions.

### **Allowable Deductions**

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
2. "Elderly" allowance: \$400 per household for families whose head or spouse is 62 or over or disabled.
3. Allowable medical expenses for all family members are deducted for elderly and disabled families. Allowable medical expense is defined as, expenses in excess of 3% of Gross Income.
4. Childcare expenses for children under 13 are deducted when child care is necessary to allow an adult member to work, attend school, or actively seek employment.
5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

### **C. TRAINING INCOME EXCLUSIONS [24 CFR 5.609(c)]**

The PHA believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

The PHA will share information regarding new policies governing training income derived from qualifying employment training programs with applicants, participants and local social service providers. The PHA's objective is to encourage families to move toward self-sufficiency by excluding from their annual income certain amounts earned through participation in various qualifying training programs. These training programs are aimed at offering the resident gainful employment skills. The exclusion of training income, in the calculation of annual income, is meant to be an incentive.

In order to be eligible for the exclusion the resident must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the resident to merely be enrolled.

There are two types of training programs that are eligible for one or more types of income exclusion.

#### **1. Training Income Exclusions in Accordance with 24 CFR 5.609(c)(8)(v)**

The first type of training program is in accordance with 24 CFR 5.609 (c) (8)(v) and has features that allow the training income of assisted housing residents to be excluded only while the resident is actively enrolled in the training program.

A training program qualifying under 24 CFR 5.609 (c)(8)(v) is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to:

Classroom training in a specific occupational skill;

On-the-job training with wages subsidized by the program, or

Basic education.

For this purpose Annual Income does not include the following:

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs.

**2. Training Income Exclusions in Accordance with 24 CFR 5.609(c) (13)**

This training program is specific to public housing residents only and the regulation requires it to include specific features. This training program offers public housing residents the exclusion of incremental income while in the training program and for 18 months following the start of their first job.

The PHA will determine that this training program has all five components required by HUD. It must:

- be a program providing employment training and supportive services;
- be authorized by a Federal, State or local law;
- be funded by the Federal, State or local government;
- be operated or administered by a public agency; and
- have as its objective to assist participants in acquiring employment skills.

A qualifying job-training program may be one that is established by the government but implemented by a private company for and on behalf of the government.

In addition, to qualify as a 5.609 (c)(13) program, the employment training program must offer the resident at least one of the following supportive services:

- child care;
- transportation;
- personal welfare counseling (family/parental development counseling, parenting skills training for adult and teenage parents, substance/alcohol abuse treatment and counseling, self-development counseling);
- health care services (including outreach and referrals);
- youth leadership skills; youth mentoring.

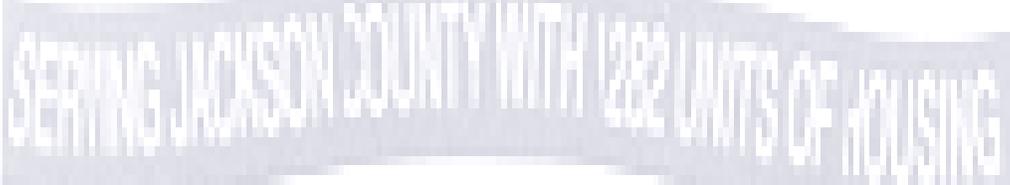
For purposes of the 5.609 (c) (13) exclusion and public housing particularly, Annual Income does not include the following:

Incremental earnings and benefits resulting to any family member from participation in a program providing employment training and supportive services in accordance with the Family Support Act or any comparable Federal, State, or local law during the exclusion period.

**Exclusion Period**

The exclusion period is defined as the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program, provided the training program is not funded by public housing assistance under the 1937 Housing Act.

Where applicable, the 18-month exclusion period runs continuously from the date the first job begins. If the resident switches to a second job during the 18-month period the exclusion continues.



If the resident has a break in employment during the 18-month exclusion, any other income the person has during the break will be counted.

A person admitted into public housing after the completion of a qualifying employment training program, and who began employment while still an applicant and before coming into public housing, is entitled to the 18-month exclusion beginning with the date he/she became employed until the remainder of the 18 months.

If the family member is terminated from employment with good cause, the exclusion period shall end.

### **Components Applicable to All Training Programs**

In either program (24 CFR 5.609 (c) (8)(v) and (c) (13)) and at all times the income to be excluded is the incremental income only.

"Incremental income" is defined by HUD as the increase between the total amount of welfare and earnings of a family member *prior* to enrollment in the training program and welfare and earnings of the family member *after* enrollment in the training program.

All other amounts, (such as child support and alimony), are treated in the usual manner in determining annual income. Child support, or other income that is not *earnings or benefits*, is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

### **Who is Eligible for the Exclusion**

Any member of the resident's family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment training program.

If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

### **Verification**

Upon verification, residents who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their annual income.

### **Employment Before Completion of Training Program**

A resident who has substantially completed a training program in order to accept a job offer will be eligible for the 18-month exclusion of income.

"Substantial completion" of a training program will be completion of 75% of the program.

If a resident has completed that portion of the training program necessary to get a job and continues simultaneously with the training program, the 18-month exclusion period will begin on the date the resident started the new job, not the date they complete the training program.

The resident is not required to get a job that is directly related to the training program to be eligible for the exclusion.

### **Other Factors to be Considered**

For self-employed residents, the PHA will exclude only the net income of a resident when factoring the earnings.

If a resident has no income the day they enter a training program, but has a history of employment in the past, the PHA will review the resident's wages for the past 18 months and average the income. That averaged income will become the resident's base amount for determining incremental earnings. Exception: If the resident has no income

and enrolls in a welfare program which requires participants to be enrolled in a job training program, the base pay for that resident will be zero.

If more than six months goes by before the resident starts their first job, the earnings from that job will be counted in full.

The resident is required to notify the PHA within ten working days of enrolling in a qualifying training program.

Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. The PHA will determine the decrease in incremental income as a result of the training program and adjust the resident's rent accordingly.

Residents who do not notify the PHA within ten working days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

#### **D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS**

The rent for qualified families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the date on which the employment begins.

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing project, is paying income-based rent; and

Whose income increases as a result of employment of a member of the family who was previously unemployed for one or more years previous to employment;

Whose earned income increases as a result of increased earnings by a family member during participation in any family self-sufficiency or other job training program; or

Who is or was, within six months, assisted under any State program for TANF and whose earned income increases, if the amount received under TANF was at least \$500 for the six month period.

"Previously unemployed" includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

Economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training. Amounts to be excluded are any earned income increases of a family member during the self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment. The amount of TANF received in the six month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount that is subject to the disallowance is the amount of incremental increase in income. The incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment to the amount of such income after the beginning of employment.

#### **Initial Twelve-Month Exclusion:**

During the cumulative 12-month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA will exclude from annual income any increase in income of the family member as a result of employment over the prior income of that family member.

### **Second Twelve-Month Exclusion:**

Upon the expiration of the 12-month period referred to above, the rent payable by a family may be increased due to the continued employment of the family member above, except that during the 12-month period beginning upon such expiration the amount of the increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable except for this exclusion.

### **Maximum Four Year Disallowance:**

The earned income disallowance is limited to a lifetime 48-month period for each family member. For each family member, the disallowance only applies for a maximum of 12 months total exclusion of incremental increase, and a maximum of 12-month phased-in exclusion during the 48-month period starting from the date of the initial exclusion.

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 total exclusion and the second 12-month phased-in exclusion).

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

### **Tracking the Earned Income Exclusion**

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

The PHA will maintain a tracking system to ensure correct application of the earned income disallowance.

### **Family's Responsibility to Report Changes**

The PHA's policy requires families to report certain changes between annual reexaminations. See Chapter 11 of this Plan. If a family reports an increase in earned income and if the PHA determines that the family is a qualified family, the 12-month exclusion will begin on the first day of the month after the family reports the increase in income. At annual reexamination, the remainder of the 12-month full exclusion will be applied. After the 12-month full exclusion ends, the 12-month phased-in exclusion will begin. The family will be required to report any change in income or family composition during this period (while full or phased-in exclusion is applied).

### **Inapplicability to Admission**

The earned income disallowance is only applied to determine the annual income of families residing in public housing, and is not used in determining the annual income of applicants for purposes of eligibility or income targeting for admission.

## **E. TRAINING PROGRAMS FUNDED BY HUD**

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the residents annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

Upon employment with the PHA, the full amount of employment income received by the person is counted. There is no 18-month exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

## **F. AVERAGING INCOME**

When Annual Income cannot be anticipated for a full twelve months, the PHA will:

Average known sources of income that vary to compute an annual income.

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year, will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

#### **G. MINIMUM INCOME**

There is no minimum income requirement. Families who report zero income are required to complete a written certification. They are required to inform the Housing Authority within 10 days of any change in income.

#### **H. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME**

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the PHA will calculate the Total Tenant Payment by:

Excluding the income and deductions of the member if his/her income goes directly to the facility.

OR

Including the income and deductions of the member if his/her income goes to a family member.

#### **I. REGULAR CONTRIBUTIONS AND GIFTS** [24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every month or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$300.00 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter on "Verification Procedures," for further definition.)

If the family's expenses exceed their known income, the PHA will make inquiry of the family about contributions and gifts.

#### **J. ALIMONY AND CHILD SUPPORT** [24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the PHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The PHA will accept as verification that the family is receiving an amount less than the award if:

The PHA receives verification from the agency responsible for enforcement or collection.

It is the family's responsibility to supply a copy of the divorce decree, and the agency verification if the amount received is less than the award.

**K. LUMP-SUM RECEIPTS** [24 CFR 5.609(b)(5), (c)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

The PHA will always calculate retroactively to date of receipt.

**Retroactive Calculation Methodology**

The PHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The PHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the PHA.

The family must pay this "retroactive" amount to the PHA in a lump sum.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

**Attorney Fees**

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

**L. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS**

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

**M. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE**

The PHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The PHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy is not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.

The PHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$500.00. If the total value of assets disposed of within the two-year period is less than \$500.00 they will not be considered an asset.

## **N. CHILD CARE EXPENSES**

Unreimbursable child care expenses for children under 13 may be deducted from annual income if they enable an adult to work, attend school full time, or actively seek employment.

If the child is school age only before and after hours, school holidays and summer vacation will be counted as child care expenses.

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered *unable* to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Child care expenses must be reasonable. Reasonable is determined by what the average child care rates are in the PHA's jurisdiction.

Allowability of deductions for child care expenses is based on the following guidelines:

**Child care to work:** The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

**Child care for school:** The number of hours claimed for child care may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

**Amount of Expense:** The PHA will survey the local care providers in the community to determine what is reasonable. The HA will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, the PHA may calculate the allowance using the guideline.

## **O. MEDICAL EXPENSES [24 CFR 5.603]**

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

Acupressure, acupuncture and related herbal medicines will not be considered allowable medical expenses.

Chiropractic services will be considered allowable medical expenses.

## **P. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]**

### **Applicability**

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter titled "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

### **Prorated Assistance Calculation**

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

#### **Q. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

fraud; or

failure to participate in an economic self-sufficiency program; or

noncompliance with a work activities requirement

However, the PHA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

#### **Verification Before Denying a Request to Reduce Rent**

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

#### **Cooperation Agreements**

The PHA has a cooperation agreement in place with the local welfare agency which assists the PHA in obtaining the necessary information regarding welfare sanctions.

#### **R. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS**

If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment. The Utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, *not* on a family's actual consumption. When the Utility Allowance exceeds the family's Total Tenant Payment, the PHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out to the resident and the utility company after the family has been notified.

#### **Resident-Paid Utilities**

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

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

**UTILITY ALLOWANCE SCHEDULE**

Development	Utilities	0-bdrm	1- bdrm	2- bdrm	3- bdrm	4- bdrm	5- bdrm
IL-53-01	GGG	N/A	\$30.00	\$40.00	\$55.00	\$65.00	\$72.00
IL53-02	GGG	\$22.00	\$30.00	\$40.00	\$55.00	\$65.00	N/A
IL53-03	GGG	\$22.00	\$30.00	\$40.00	\$55.00	\$65.00	N/A
IL53-04	GGG	N/A	\$30.00	N/A	N/A	N/A	N/A
IL53-05	EEE	N/A	\$40.00	\$60.00	\$70.00	N/A	N/A
IL53-06	GGG	N/A	\$30.00	\$40.00	\$55.00	N/A	N/A
IL53-07	GGG	N/A	N/A	N/A	N/A	N/A	N/A
IL53-08	GGG	N/A	N/A	N/A	N/A	N/A	N/A
IL53-09	EEE	N/A	\$40.00	\$60.00	\$70.00	N/A	N/A
IL53-10	EEE	N/A	N/A	\$60.00	\$70.00	\$85.00	\$95.00
IL53-11	EEE	N/A	N/A	N/A	N/A	N/A	N/A
IL53-12	EEE	N/A	N/A	N/A	N/A	N/A	N/A
IL53-13	GGG	N/A	\$30.00	\$40.00	\$55.00	\$65.00	N/A
IL53-14	GEG	N/A	\$35.00	\$45.00	\$60.00	\$70.00	\$77.00
IL53-15	GEG	N/A	\$12.00	N/A	N/A	N/A	N/A
IL53-16	GGG	\$22.00	\$30.00	N/A	N/A	N/A	N/A
IL53-17	GGG	N/A	N/A	\$40.00	\$55.00	\$65.00	N/A
IL53-19	GGG	N/A	N/A	\$40.00	\$55.00	\$65.00	N/A
IL53-21	GEG	N/A	\$35.00	N/A	N/A	N/A	N/A
IL53-22	GEG	N/A	\$35.00	N/A	N/A	N/A	N/A

**S. EXCESS UTILITY PAYMENTS**

Residents in units where the PHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

**T. CEILING RENTS**

The PHA acknowledges that there are several advantages to ceiling rents. Ceiling rents provide a cap or maximum rent which is advantageous to families of higher incomes. Ceiling rent offers families of increasing or higher incomes an incentive for living in public housing. Ceiling rents help the PHA to attract higher income families and a more diverse tenant body, which is consistent with HUD's affirmative fair housing goals. Ceiling rents serve to assist families transitioning from welfare to work and families that desire to obtain better jobs. Ceiling rents may also help the PHA to fill vacancies in some of its less desirable units or developments.

For all units where ceiling rents are applied the lower of the total tenant payment or the ceiling rent will be applied.

#### **Ceiling Rents Implemented Under Preexisting Law (Traditional Method)**

The PHA established ceiling rents for all of its current public housing units utilizing previously authorized HUD approval.

The QHwRA authorizes the PHA to continue to use the system it currently has in place as a basis for setting ceiling rents as previously applied under preexisting law.

The PHA established ceiling rents for all of its current public housing units utilizing previously authorized HUD approval.

#### **U. FAMILY CHOICE IN RENTS**

##### **Authority for Family to Select**

The PHA shall provide for each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income or 2) the flat rent. The PHA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by the PHA.

Annual choice: The PHA shall provide for families residing in public housing units to elect annually whether to pay income-based or flat rent.

##### **Allowable Rent Structures**

###### **Flat Rents**

The PHA has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which:

Is based on the rental value of the unit, as determined by the PHA; and

Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.

The PHA shall review the income of families paying flat rent not less than once every three years.

###### **Income-Based Rents**

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by the PHA, that does not exceed the greatest of the following amounts:

30 percent of the family's monthly adjusted income;

10 percent of the family's monthly income; or

The PHA's Minimum TTP of \$50.00.

###### **Switching Rent Determination Methods Because of Hardship Circumstances**

In the case of a family that has elected to pay the PHA's flat rent, the PHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income or other assistance;

An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items.

All hardship situations will be verified.

The rental policy developed by the PHA encourages and rewards employment and self-sufficiency.

### **Annual Reexamination**

At the annual reexamination, the family will be provided a form from the PHA, on which the family will indicate whether they choose flat rent or income-based rent. The PHA form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be.

If the family indicates they choose flat rent, the form will be retained in the tenant file.

If the family indicates they choose income-based rent, a reexamination will be conducted according to PHA policy.

### **V. PHA'S FLAT RENT METHODOLOGY**

The PHA has set a flat rent for each public housing unit, based on the reasonable market value of the unit. The PHA's methodology is described in the PHA Agency Plan.

The PHA's flat rents are identical to the current ceiling rents utilized by the PHA, as described in this chapter.

### **EXCLUSIONS FROM INCOME**

HUD's regulations provide that HUD will periodically publish a Federal Register Notice listing the amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. The following list of exclusions was published in the Federal Register on April 20, 2001:

- 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).

## Chapter 7 - VERIFICATION PROCEDURES

[24 CFR 5.617, 24 CFR 960.206]

### INTRODUCTION

HUD regulations require that the PHA verify the factors of eligibility and Total Tenant Payment. Applicants and program tenants must furnish proof of their statements whenever required by the PHA, and the information they provide must be true and complete. The PHA's verification procedures are designed to meet HUD's requirements and to maintain program integrity. This Chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The PHA will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries.

### A. METHODS OF VERIFICATION AND TIME ALLOWED

The PHA will verify information through the four methods of verification acceptable to HUD in the following order:

1. **Third-Party Written:** The PHA's first choice is a written third party verification to substantiate claims made by an applicant or resident.
2. **Third-Party Oral:** The PHA may also use telephone verifications.
3. **Review of Documents:** The PHA will review documents, when relevant, to substantiate the claim of an applicant or resident.
4. **Notarized Statement:** A notarized statement will be accepted when no other form of verification is available.

If third party verification is not received directly from the source, HA staff will document the file as to why third party verification was impossible to obtain and another method was used (such as reviewing documents families provide.) (See Chapter 3 C Full Application.)

For applicants, verifications may not be more than 120 days old at the time of a unit offer. For tenants, they are valid for 120 days from date of receipt.

Regardless of these timeframes, Criminal History Reports will be useable as a valid verification for no longer than 90 calendar days.

### Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

The PHA will accept verifications delivered by the family as third party documents.

Social Security Administration

Veterans Administration

Welfare Assistance

Unemployment Compensation Board

City or County Courts

Pharmacies for prescription drugs

Child Support

### **Third-Party Oral Verification**

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to make note of the Person Contacted, the date of the conversation, and the facts provided. If oral third party verification is available, the PHA will compare the information to any documents provided by the Family. If provided by telephone, the PHA must originate the call.

### **Review of Documents**

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within four weeks, the PHA will utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

The PHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- Printed wage stubs
- Computer printouts from the employer
- Signed letters (provided that the information can be confirmed by phone)
- Other documents noted in this Chapter as acceptable verification

The PHA will accept faxed documents.

The PHA will accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the PHA will utilize the third party verification.

### **Self-certification/Self-declaration**

When verification cannot be made by third-party verification or review of documents, families will be required to submit self-certification.

Self-certification means an affidavit signed by the head of the household or spouse.

### **B. RELEASE OF INFORMATION**

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of tenancy because it is a family obligation under tenancy to supply any information requested by the PHA or HUD.

### **C. COMPUTER MATCHING**

For some time, HUD has conducted a computer matching initiative to independently verify resident income. HUD can access income information and compare it to information submitted by PHAs on the 50058 form. HUD can disclose Social Security information to PHAs, but is precluded by law from disclosing Federal tax return data to PHAs. If HUD receives information from Federal tax return data indicating a discrepancy in the income reported by the family, HUD will notify the family of the discrepancy. The family is required to disclose this information to the

PHA (24 CFR 5.240). HUD's letter to the family will also notify the family that HUD has notified the PHA in writing that the family has been advised to contact the PHA. HUD will send the PHA a list of families who have received "income discrepancy" letters.

When the PHA receives notice from HUD that a family has been sent an "income discrepancy" letter, the PHA will:

Send a written notice to the family, advising the family to contact the PHA in writing within 10 days to disclose the contents of the family's notice from HUD.

When the family furnishes the copy of the HUD notice to the PHA, the PHA will verify the information contained in the notice using the verification procedures contained in this Chapter of the Admissions and Continued Occupancy Policy. Based on the verified information, the total tenant payment and tenant rent will be adjusted and the PHA will take other actions, as appropriate.

Where allowed by HUD and/or other State or local agencies and when the HA has computer capability, computer matching will be done.

#### **D. ITEMS TO BE VERIFIED**

All income not specifically excluded by the regulations.

Zero-income status of household. Applicants and resident head of household or spouse will be required to sign a declaration / affidavit form as to the zero-income status of the household at each certification or recertification interview.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Child care expense where it allows an adult family member to be employed or to further his/her education.

Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.

Legal Identity

U.S. citizenship/eligible immigrant status.

Social Security Numbers for all family members 6 years of age or older.

Familial status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

#### **E. VERIFICATION OF INCOME**

This section defines the methods the PHA will use to verify various types of income. Whenever "in this order" is used in this chapter, the HA will request and utilize verifications, if available, in the order specified.

##### **Employment Income**

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year to date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.
2. Check stubs or earning statements that indicate the employee's gross pay, frequency of pay or year to date earnings.
3. W-2 forms plus income tax return forms.
4. Self-certification or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program tenants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the PHA will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation may be made on a case-by-case basis.

#### **Social Security, Pensions, Supplementary Security Income (SSI), Disability Income**

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits
2. Computer report electronically obtained or in hard copy.
3. Award or benefit notification letters prepared by the providing agency.
4. Bank statements for direct deposits.

#### **Unemployment Compensation**

Acceptable methods of verification include, in this order:

1. Computer report electronically obtained or in hard copy, stating payment dates and amounts
2. Verification form completed by the unemployment compensation agency.
3. Payment Stubs

#### **Welfare Payments or General Assistance**

Acceptable methods of verification include, in this order:

1. PHA verification form completed by payment provider.
2. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
3. Computer-generated Notice of Action.

### **Alimony or Child Support Payments**

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. A notarized letter from the person paying the support.
3. Copy of latest check and/or payment stubs from Court Trustee.
5. If payments are irregular, the family must provide:

A statement from the Court Trustee as to the amount of payments received during the last three months period.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

### **Net Income from a Business**

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification, in this order, include:

1. IRS Form 1040, including:
  - Schedule C (Small Business)
  - Schedule E (Rental Property Income)
  - Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.
3. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

The HA may request the documentation identified in #3 above, regardless of the verification used.

### **Child Care Business**

If an applicant/tenant is operating a licensed day care business, income will be verified as with any other business.

### **Recurring Gifts**

The family must furnish a Notarized Statement that contains the following information:

The person who provides the gifts

The value of the gifts

The regularity (dates) of the gifts

The purpose of the gifts

### **Zero Income Status**

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

### **Full-Time Student Status**

Only the first \$480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

### **F. INCOME FROM ASSETS**

Acceptable methods of verification include, in this order:

#### **Savings Account Interest Income and Dividends**

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution provided that the PHA must adjust the information to development earnings expected for the next 12 months.

#### **Interest Income from Mortgages or Similar Arrangements**

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

#### **Net Rental Income from Property Owned by Family**

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
4. Lessee's written statement verifying rent payments to the family and family's Notarized Statement as to net income realized.

## **G. VERIFICATION OF ASSETS**

### **Family Assets**

The PHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

**Assets Disposed of for Less than Fair Market Value (FMV)** during two years preceding effective date of certification or recertification.

For all Certifications and Recertifications, the PHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

## **H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**

### **Child Care Expenses**

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

When possible the verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

### **Medical and Handicapped Assistance Expenses**

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration's of Medicare premiums to be paid by the family over the next 12 months.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, premium notices, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. PHA may use this approach for "general medical expenses" such as prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

#### Assistance to Persons with Disabilities

In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

## **I. VERIFYING NON-FINANCIAL FACTORS**

### **Verification of Legal Identity**

In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Certificate of Birth, naturalization papers

Current, valid Driver's license

U.S. military discharge (DD 214)

U.S. passport

Company/agency Identification Card

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of Birth

Adoption papers

Custody agreement

### **Verification of Marital Status**

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

### **Familial Relationships**

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

Official identification showing name

Birth Certificates

Baptismal certificates

Verification of guardianship is:

Court-ordered assignment

Affidavit of parent

Verification from social services agency

School records

Evidence of an established family relationship:

Joint bank accounts or other shared financial transactions

Leases or other evidence of prior cohabitation

Credit reports showing relationship

### **Split Households: Domestic Violence**

Verification of domestic violence when assessing applicant split households includes:

Shelter for battered persons

Police reports

### **Verification of Permanent Absence of Adult Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.

Statements from other agencies such as social services that the adult family member is no longer living at that location.

If no other proof can be provided, the PHA will accept a Notarized Statement from the family member who has vacated the residency requesting that their name be removed from the Dwelling Lease.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

### **Verification of Change in Family Composition**

The PHA may verify changes in family composition (either reported or unreported through telephone calls, landlords, neighbors, credit data, school or DMV records, and other sources.

### **Verification of Disability**

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

### **Verification of Citizenship/Eligible Immigrant Status**

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants, or be individuals who may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants who were tenants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Noncitizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

Failure to Provide. If an applicant or tenant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For tenant families, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of Time to Provide Documents. The HA will grant an extension of 30 days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance or replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

The HA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

### **Verification of Social Security Numbers**

Social security numbers must be provided as a condition of eligibility for all family members six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

If a family member cannot produce a Social Security Card, only the documents listed below showing his/her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

A valid driver's license

Identification card issued by a Federal, State or local agency

Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)

An identification card issued by an employer or trade union

Earnings statements or payroll stubs

Bank Statements

IRS Form 1099

Retirement benefit letter

Life insurance policies

Court records (real estate, tax notices, marriage, divorce, judgment or bankruptcy records)  
Verification of benefits or SSN from Social Security Administration

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

If an applicant or tenant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or tenant must sign a certification to that effect provided by the PHA. The applicant/tenant or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's tenancy will be terminated.

In the case of an individual at least 62 years of age, the PHA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's tenancy will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

#### **Medical Need for Larger Unit**

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional, or agency.

#### **J. VERIFICATION OF SUITABILITY FOR ADMISSION**

Sources to be used to determine suitability include but are not limited to:

- Criminal History Reports
- Prior landlord references
- Physicians, social workers, and other health professionals
- Credit references

The Jackson County Housing and Other PHAs to whom the family may owe a balance.

(See Chapter 2, Eligibility)

#### **Ability to meet financial obligations under the lease**

All applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

All applicants will be interviewed and asked questions about the basic elements of tenancy.

The PHA will check credit references on all applicants prior to placing the applicant on the waiting list. All applicants are required to sign a Consent for Release form.

The PHA will determine if applicants owe any monies from previous tenancy or participation in any HUD housing program.

The PHA will independently verify the rent-paying history of all applicants directly with the landlord(s). Applicants are required to sign a Consent for Release form.

#### **Drug-related or violent criminal activity**

The PHA will complete a criminal background check of all applicants including other adult members in the household. All adults will be required to sign Jackson County Housing Authorization for Release of Information. Any adult that a resident wishes to add to their lease must sign the Authorization for Release of Information form. A complete criminal background check will be completed before authorization is given and that person is added to the dwelling. This includes new spouses of the present head of household.

### **Housekeeping**

The PHA will obtain references from prior landlords to determine acceptable housekeeping standards.

The PHA may conduct a home visit at the current residence of the applicants who have had landlord verification, returned to the PHA with unfavorable comments concerning their housekeeping habits.

## **K. VERIFICATION OF WAITING LIST PREFERENCES** [24 CFR 5.410, 5.415, 5.430]

### **Local Preferences**

1. **Mixed Income preference:** For families with incomes needed to achieve deconcentration of poverty and income-mixing goals.
2. **Residency Preference:** For families who live, work or have been hired to work, or formerly resided in the jurisdiction of the PHA.
3. **Veteran's preference:** This preference is available to current members of the U.S. Military Armed Forces, veterans, or surviving spouses of veterans.

The PHA will require U.S. government documents that indicate that the applicant qualifies under the above definition.

4. **Working preference:** This preference is available for families with at least one adult member who is employed. This preference is extended equally to an applicant whose head or spouse are age 62 or older or are receiving social security disability, supplemental security income disability benefits, or any other payments based on an individual's inability to work.

This includes families who are graduates of or participants in educational or training programs designed to prepare the individual for the job market. The PHA will require a statement from the agency or institution providing the education or training.

5. **Involuntary Displacement:**

Applicants are considered involuntarily displaced if they have vacated and are not living in standard, permanent replacement housing, within no more than 6 months from the date of certifications or verification, as a result of the following:

- a. Disaster (e.g. flood or fire) that makes the unit uninhabitable.
- b. Housing owner action that results in tenant having to vacate unit;
  1. Reason for owner's action is beyond applicant's control or ability to prevent.
  2. Applicant has met all previously imposed occupancy conditions.
  3. Action taken is other than rent increases.
- c. Governmental action.
- d. Physical Violence/Domestic Violence

Verification requirements are as follows:

1. Certification by government body or agency.
2. Certification by owner or owner's agent with vacate date stipulated.

3. Certification to domestic violence by police and social service agency.

Verification must be obtained (from a landlord or other source) that the abuser still resides at the unit.

The family must certify that the abuser will not return to the household without the advance written approval of the PHA. Before giving approval, the PHA will require verification of the following:

Statement from social worker, psychologist, or other professional familiar with the abuser that he/she has received counseling/treatment and is unlikely to continue the abuse.

Statement from local law enforcement agency that no complaints have been filed since the date of the preference approval.

6. Living in Substandard Housing

Families who claim to be living in a substandard housing unit:

Written verification by a local agency must be provided.

Landlord's statement of unit condition

"Homeless" families: written certification by a public or private facility providing shelter, the police, or a social services agency.

A local agency is defined as any Jackson County Agency which scope of work includes verifying the information given.

Prior to renting to the applicant, the PHA will contact the verifying agency and confirm that the applicant is not yet permanently housed and has been continuously homeless or temporarily housed since claiming the preference.

## Chapter 8 - TRANSFER POLICY

The transferring of families is a very costly procedure, both to the PHA and to the families. However, it is the policy of the PHA to permit a resident to transfer when the tenant has severe medical problems which may be improved by a transfer, when a family is working in the community or when it is necessary to comply with occupancy standards; or when it will help accomplish the deconcentration goals of the PHA. No transfers will be considered from the same size apartment to the same size apartment for location purposes only.

For purposes of this transfer policy the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

### **A. GENERAL STATEMENT**

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 relative who will care for children of a working mother; or
- Closer to a required Doctor and/or hospital; or
- In areas providing more opportunity for economic self-sufficiency; or
- To move from an upstairs to a downstairs unit for medical or accessibility reasons.

The PHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

Families transferring to another development must have paid the security deposit in full at the losing development. Any move-out charges will be posted to the new unit.

Except in emergency situations, transfers will not be permitted when the family is:

- Delinquent in its rent;
- In the process of reexamination to determine rent and eligibility; or
- About to be asked to move for reasons other than non-payment of rent.
- Not in good standing with the PHA due to rental history or a history of disturbances.

### **Rank Order of Transfer List**

The Transfer Waiting list will be maintained in rank order by:

- Emergency

Medical hardship

Unit too large or small

Date of approval

All other reasons

### 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 at the Executive Director's discretion taking into consideration the present waiting list for that size apartment.

If a family that is required to move refuses the offered unit, the PHA will evaluate the reason for the refusal and determine if it is one of good cause. If the PHA determines that there is no good cause, the PHA will begin lease termination proceedings.

The Executive Director has the authority to suspend the mandatory transfer policy for an indefinite period of time should the resident request such time as to provide sufficient information to the PHA to support the family's position.

### 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.

If there is a participant family waiting for transfer to an available and appropriately sized unit, the participant family will be offered the unit.

If the family has good cause for refusing the unit, the PHA and will allow the family to remain on the transfer list until another unit is offered.

Good cause may be any of the following reasons:

The new unit is not located in the place of employment of at least one member of the family.

The new unit is not located in the area of the school or job training program that at least one adult member of the family is attending.

Travel to the doctor from the new unit would create a hardship for an elderly or disabled person.

The new unit is not located in the school where the children are presently attending.

### Emergency Transfers

The PHA 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.

The PHA may elect to not continue to house a resident if it is determined that any damage, including fire related damage, to PHA property was due to the negligence on the part of the resident.

### Special Circumstance Transfers

The PHA 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.

The PHA 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.

### Moving Costs

The resident, except when the transfer is due to inhabitability, through no fault of the resident, or the need of the PHA, will pay all moving costs related to the transfer.

### Security Deposits

Security deposits will always be transferred from the losing development to the gaining development.

The resident will be billed for any charges that occur for damages or cleaning as a result of the resident moving out of the apartment. These charges will be made to the new apartment and a repayment agreement will be set up.

All residents must have the appropriate Security Deposit. A transfer between developments will not be considered a move-out.

## **B. TRANSFERS**

Transfers will be based on needs such as proper bedroom size which meet the family's needs.

Priority will be given to elderly families living in upstairs units needing to transfer for medical reasons to downstairs units.

A family will be given priority if it accepts an apartment in a development, which will assist the PHA in reaching the PHA's Deconcentration Goals.

The PHA will consider all requests from elderly participants living in non-elderly developments who wish to transfer into an elderly development, provided there are no non-elderly family members to be considered.

The PHA does not allow residents to transfer from one unit to another within the same development, unless it is needed as a reasonable request as an accommodation for a family with a member with a disability.

Requests from residents asking permission to transfer to an apartment in another area of the development or to another apartment in the same high-rise and which are not built on any special need will be denied. This policy of not transferring is not to be confused with the provision of the lease, which requires the resident, at the request of management, to move to an appropriate size unit.

Requests from residents asking to transfer to the same size apartment in the same development for location purposes only will be denied.

## **C. TRANSFER REQUEST PROCEDURE**

Residents applying for a transfer will be required to complete a transfer request form and provide documentation in support of the need for a transfer. The request will be reviewed by a committee which will make a decision based on the information provided by the resident. The committee may request additional information or documentation to support the resident's request. After the committee's decision, the resident will be notified either by telephone with a notation in the resident's file, or by letter.

A resident may appeal a committee denial to the Executive Director, or designee. The Executive Director's decision will be final.

If the interview reveals that there is a problem at the family's present site, the Committee or designee will address the problem and once solved to the Committee's satisfaction, the request for transfer will be cancelled.

The approved request for transfer form will be kept in a file arranged in chronological order by bedroom size and site desired.

Mandatory transfers due to occupancy standards will be maintained on the transfer list in a manner that allows the PHA to easily distinguish between those that are not mandatory.

If the request is denied the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal conference.

#### **D. PROCESSING IN AND OUT OF DEVELOPMENTS**

The PHA will determine as to when the resident is moved out of the losing development and as to when they will be moved into the gaining development. Residents will make the transfer as soon as possible so as to alleviate the loss of dwelling rent to the PHA.

##### **Losing Developments**

Transfers to other developments will be processed in the same manner as move-outs. The name of the transferred resident and the name of the development s/he transferred to, with other required information, will be reported as a move-out on the Daily Statement of Operations.

##### **Gaining Development**

Transfers from other developments will be processed in the same manner as move-ins, including a new lease and applicable security deposit. The name of the transferred resident and the name of the development s/he transferred from, with other required information, will be reported as a move-in on the Daily Statement of Operations.

The transferred resident, between public housing developments, does not have to meet the admission eligibility requirements pertaining to income or preference.

#### **E. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS**

A resident will pay the same rent at the gaining development as s/he paid at the losing development during the month of the transfer. If a rent adjustment is to be made because of a different utility allowance, that adjustment will be made the month following the transfer.

**Chapter 9 LEASING [24 CFR 966.4]**

**INTRODUCTION**

It is the PHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the PHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

**A. LEASE ORIENTATION**

Prior to execution of the lease a PHA representative will provide a lease orientation to the family head and spouse. The family must attend an orientation before taking occupancy of the unit.

**Orientation Agenda**

When families attend the lease orientation, they will be provided with:

- A copy of the Lease
- A copy of the PHA's grievance procedure
- A copy of the Tenant Manual

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Provisions of the Lease
- Orientation to the community as stated in the Tenant Manual
- Unit maintenance and work orders
- Terms of occupancy
- Emergency work orders

**B. LEASE REQUIREMENTS**

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms with the following exception:

The PHA will not renew the lease if the family has violated the community service requirement (24 CFR 966.4).

The lease provides for termination and eviction at the end of any 12-month lease term for non-compliance with the community service requirements at 24 CFR Part 960, Subpart F and Chapter 15 of this Admissions and Continued Occupancy Policy.

**C. EXECUTION OF LEASE**

The lease shall be executed by the head of household, spouse, and by an authorized representative of the PHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and the PHA will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current PHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new tenants.
- A new lease is executed at the time of the transfer of a tenant from one PHA unit to another (with no change in reexamination date).

If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name. This will only be done after the vacating member has authorized this action in writing.

Lease signers must be persons legally eligible to execute contracts. If no member of the household is qualified to sign a lease, a legal guardian may co-sign the lease, subject to PHA approval.

The names, date of birth, relationship, and social security numbers of all household members are listed on the lease at initial occupancy and on the required HUD 50058 Family Report each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the PHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.

Households that include a Live-In Attendant are required to execute a lease addendum authorizing the arrangement and describing the status of the attendant.

Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to PHA assistance, with the exception of occupancy while serving as the attendant for the participant family member.

The PHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

#### **D. ADDITIONS TO THE LEASE**

Requests for the addition of a new member of the household must be approved by the PHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by the PHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:

Resident plans to marry;

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

Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).

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

2. Factors determining household additions that are not subject to screening:

Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

3. Factors determining household additions which may be subject to screening, depending on HA discretion:

The HA will request that the public housing tenant provide the HA with a signed consent form from the parent(s) or legal guardian allowing the HA to check the juvenile records of the child. Sources to be checked may include any of the following:

School Records (attendance/behavior)

Juvenile Probation/Court Records

Police Records

Any parolee being released from incarceration (jail, prison, etc.) by the Department of Corrections cannot be paroled to a HA apartment without first receiving HA permission.

4. In such cases where the addition of a new member who has not been born, married, or legally adopted into the family, and the addition will affect the bedroom size required by the family, according to the HA occupancy standards, the HA will review the circumstances on a case by case basis before approving the addition.
5. The PHA may not approve adding a family consisting of more than one member to the lease. Such applicants will be encouraged to apply to the waiting list.
6. Residents who fail to notify the PHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the PHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(3)].
7. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify the PHA of the move-out within 15 days of its occurrence.  

The PHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.
8. The resident may not allow visitors to stay overnight more than 15 days in a twelve month period.  

The family must request PHA approval prior to visitors arriving who will be in the unit in excess of 15 days in a year.

Visitors who remain beyond this period shall be considered trespassers, and their presence constitutes a breach of the lease.

If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.
9. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.  

Residents are not permitted to allow a former tenant of the PHA who has been evicted to occupy the unit for any period of time.

**E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES [24 CFR 8.27(a)(1)(2) and (b)]**

Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

The PHA will require a non-disabled resident 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 not another unit available for the applicant. This requirement will be a provision of the lease agreement.

**F. UTILITY SERVICES**

Non-payment of electric and gas utilities causing these services to be terminated is a violation of the lease and is grounds for eviction.

**G. SECURITY DEPOSITS**

**Security Deposit**

The following Security Deposits apply:

Senior Citizen	\$50.00
Family	\$100.00

The PHA will accept installment payments of the security deposit as follows:

Senior Citizen \$20.00 down and \$10.00 for 3 months until the balance is paid.

Family \$40.00 down and \$20.00 for 3 months until balance is paid.

The Pet Deposit for senior citizens is \$200.00 and may be paid \$50.00 down and \$50.00 per month until the balance is paid.

The Pet Deposit for families is \$400.00 and may be paid \$100.00 down and \$50.00 per month until the balance is paid.

The PHA will hold the security deposit for the period the tenant occupies the unit.

The PHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid Rent;

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

Other charges under the Lease including excess utilities.

The PHA will refund the Security Deposit less any amounts owed, within 180 days after move out and tenant's notification of new address.

The PHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit. An inspection will be completed by the Inspector prior to the refund being issued.

The PHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The PHA will provide the tenant or designee identified above with a written list of any charges against the security or pet deposits. If the tenant disagrees with the amount charged to the security or pet deposits, the PHA will provide a meeting to discuss the charges.

The resident must give the PHA a 15 day written Notice of Intent to Vacate and leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the PHA. All keys to the unit must be returned to the Management upon vacating the unit. The vacating resident may request to be present at the time the Mechanical Superintendent or his designee inspects the apartment. If the resident does not request or is unable to meet with the Superintendent he will proceed to complete the Move Out Inspection and charges will be made accordingly.

The PHA will not use the security deposit or pet deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the PHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges and the tenant must set up a repayment agreement to pay the charges.

#### **H. RENT PAYMENTS**

The tenant rent is due and payable on the first day of each month. Residents are allowed five working days with no penalty. Payments may be mailed or paid in person at the main business office located at 300 North 7<sup>th</sup> Street, Murphysboro, IL 62966. Residents may also pay at the following banks:

Union Planters Bank, Murphysboro and Carbondale; Elkhaville State Bank, Elkhaville; Old National Bank, DeSoto; First National Bank, Ava; Shawnee State Bank, Carbondale and Grand Tower.

#### **I. FEES AND NONPAYMENT PENALTIES**

If the tenant fails to make payment by the 5<sup>th</sup> business day of the month, on the 6<sup>th</sup> business day a Five-Day Notice of Rent Due is served. A Late Charge of \$15.00 will be billed to the resident's account. If the amount due is not paid within said five-day period the PHA will send a Fourteen-Day Eviction Notice and may sue for possession thereof in an action based upon forcible entry and detainer without further notice or demand.

The resident is notified that they have the right to an informal hearing with the PHA representatives. This request must be in writing in accordance with the PHA Grievance Procedure. Residents have a right upon request to review their file during or prior to any informal hearing.

A charge of \$15.00 will be assessed against the tenant for checks that are returned for non-sufficient funds (NSF), or checks written on a closed account.

The PHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

Any payment received will be applied to the oldest charges in the resident's account with the exception of debts currently under a payment agreement

#### **J. SCHEDULES OF SPECIAL CHARGES**

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the PHA office, located at 300 North 7<sup>th</sup> Street, Murphysboro, IL 62966 and they will be provided to applicants and tenants upon request.

#### **K. MODIFICATIONS TO THE LEASE**

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and in all community rooms and other areas of public access. All resident councils and resident advisory board members will be provided such notice.

Any modifications of the lease must be accomplished by a written addendum to the lease. Notices of Rent Adjustment are addendums to the lease and will be signed by the PHA Director, Assistant Executive Director or their designee.

#### **L. CANCELLATION OF THE LEASE**

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

## **M. INSPECTIONS OF PUBLIC HOUSING UNITS**

### **Initial Inspections**

The PHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. Staff will encourage the family to participate in the move-in inspection. If the family participates, a copy of the initial inspection, signed by the PHA and the head of household or spouse will be kept in the tenant file.

### **Vacate Inspections**

The PHA Inspector be given the keys to the vacated apartment with the Intent to Vacate Notice. The Inspector will then perform a Move-Out Inspection. Staff will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The PHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists the HA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

### **Annual Inspections**

The PHA will inspect all units annually using HUD's minimum Housing Quality Standards (HQS) as a guideline.

The PHA will provide the family with 48-hour notice prior to entering the unit for Annual or non-emergency Inspections

If no person is at home, the inspector will enter the unit and conduct the inspection.

If no one is in the unit, the person who enters the unit will leave a written notice to the resident explaining the reason the unit was entered and the date and time

### **Housekeeping Citations**

Residents who fail an inspection due to housekeeping or tenant caused damages will be given a notice of failure and that a reinspection will be conducted within 10 working days by housing management staff.

If the family fails to comply with the reinspection it can result in lease termination. Or if the family is issued another notice of failure at that time the family will be summoned for a lease violation conference.

Notice of Failure will be issued to residents who purposely and for convenience disengage the unit's smoke detector and residents will be charged for repair or replacement.

Reasons the PHA will enter the unit are:

- Inspections and maintenance

- To make improvements and repairs

- In cases of emergency.

Residents will be issued a notice stating what required corrections must be made.

All inspections will include a check of all smoke alarms and GFCI's to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by the PHA. Required corrections will be repaired by the PHA as soon as possible after the inspection date.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit may be in violation of their lease.

Residents who are in violation of their lease due to repeated failed inspection will be scheduled for a lease violation conference.

The PHA may enter an apartment without prior notice if it is determined that an emergency exists.

### Quality Control Inspections

The housing Mechanical staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the PHA can be of service to the family. This will primarily be done at the time a requested work order is completed.

PHA Property and Operations Director or designee conducts quality control inspections for 10% of the preventive maintenance inspections conducted.

### Special Inspections

Housing management staff may request the inspector to conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review PHA operations periodically and as a part of their monitoring may inspect a sampling of the PHA's inventory.

### Other Inspections

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

### Emergency Inspections

Housing management staff, including PHA inspectors may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

Emergency Repairs to be Completed in Less than 24 Hours

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

Lock-out (with proper identification of resident)

Broken lock which affects unit security

Broken window glass which affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)

Plumbing leaks which have the capacity to create flooding or cause damage to the unit- Stopped up stool

Natural gas leaks or smell of fumes

Backed-up sewage

Electrical hazard- no lights in entire dwelling

Refrigerator not working

All burners on stove not working

No heat in dwelling

No hot water

Elevator not working

Inoperable smoke detectors will be treated as a 24-hour emergency and will be made operable by the PHA if the smoke detector is in need of repair.

Residents who disengage smoke detectors for convenience purposes will be cited and charged for the maintenance time to correct the problem. (See "Housekeeping Citations" below)

### Entry of Premises Notices

The PHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

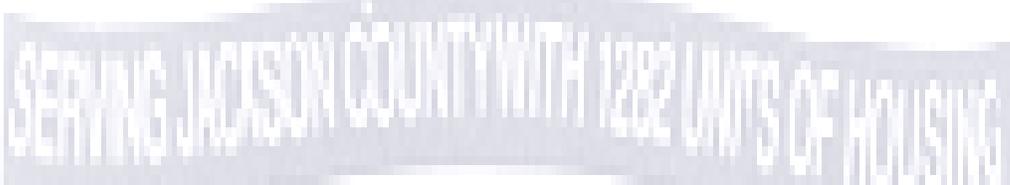
The PHA will provide the family with 48-hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

If no person is at home, the inspector will enter the unit and conduct the inspection.

If no one is in the unit, the person(s) who enters the unit will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

Where the HA is conducting regular annual examinations of its housing units, the family will receive reasonable advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons the PHA will enter the unit are:



#### Inspections and maintenance

To make improvements and repairs

To show the premises for leasing

In cases of emergency (no advance notice is required).

Repairs requested by the family will be made. At the time the Work Order is called in it is assumed the PHA has permission to go in and complete the requested repairs. If the resident specifies that permission to enter is not given, they will need to set up a time to meet the PHA staff so that they maybe present during the repairs.

#### Non-Inspection Emergency Entry

The PHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

#### **Family Responsibility to Allow Inspection**

The HA must be allowed to inspect the unit at reasonable times with reasonable notice. A 48-hour written notice will be considered reasonable in all cases.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and the HA will notify the family of its intended action. If the resident refuses to allow the inspection, the resident will be in violation of the lease.

#### Tenant Damages

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

"Beyond normal wear and tear" is defined as items that could be charged against the tenant's security deposit under state law or court practice.

## **Chapter 10 PET POLICY**

The PHA's policy and procedures for ownership of pets in family units is Part I of this Chapter.

The PHA's policy and procedures for ownership of pets in elderly units is Part II of this Chapter.

### **PART I**

#### **PET POLICY FOR FAMILIES**

##### **[24 CFR 5.309]**

The purpose of this policy is to establish the Jackson County Housing Authority (PHA) policy and procedures for ownership of pets in Housing Authority apartments. This policy will ensure that no family 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.

The PHA chooses not to publish rules governing the keeping of common household pets. Residents will comply with the dwelling lease, which requires that no animals or pets of any kind are permitted on the premises without prior written approval of the PHA. This does not apply to animals that are used to assist persons with disabilities.

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.

#### **A. MANAGEMENT APPROVAL OF PETS**

All pets must be approved in advance by the PHA management;

The pet owner must submit to and enter into a Pet Agreement with the PHA.

##### **Registration of Pets**

Pets must be registered with the PHA BEFORE they are brought onto the premises.

At the time of registering the pet, the resident/pet owner must have:

1. A certificate signed by a licensed veterinarian that dogs and cats are spayed or neutered.
2. A certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.
3. A certificate signed by a licensed veterinarian stating the weight of the dog or cat. The weight must be 20 lbs. or less.
4. A certificate from the applicable local authority that a dog is registered with that authority if required.
5. Identification in writing of an alternate custodian for the pet in the event that the resident may not be able to care for the pet.
6. Execution of a Pet Agreement with the PHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.
7. Provision of the name and address of the pet's regular veterinarian.

Registration must be renewed and will be coordinated with the annual recertification date.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

### Refusal to Register Pets

The PHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The PHA will refuse to register a pet if:

1. The pet is not a *common household pet* as defined in this policy;
2. Keeping the pet would violate any House Pet Rules;
3. The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
4. The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease. Vicious and/or intimidating dogs will not be tolerated.

The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify the PHA and agree to abide by all of the pet rules in writing.

## **B. STANDARDS FOR PETS**

If an approved pet gives birth to a litter, the resident must remove all pets from the premises except the approved pet.

Pet rules will not be applied to animals that assist persons with disabilities.

### Persons with Disabilities

## **C. ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

Pet rules will not be applied to animals that assist persons with disabilities.

To be excluded from the pet policy, the resident/pet owner must certify:

1. That there is a person with disabilities in the household;
2. That the animal has been trained to assist with the specified disability;
3. That the animal actually assists the person with the disability.

**D. TYPES OF PETS NOT ALLOWED**

No animals or pets considered to be dangerous or vicious will be allowed on PHA property. The following dogs breeds are specifically not allowed:

Dobermans

German Shepards

Pit Bull Terriers

Rottweilers

Chows

Mixed breeds containing any of the above listed breeds are also not allowed.

**E. TYPES OF PETS ALLOWED**

Tenants are not permitted to have more than one *type* of pet. This means you may choose to have a dog or a cat, a fish or a bird. You may not have all or any combination.

A resident may keep no types of pets other than the following:

Dogs

Maximum number: ONE (1)

Maximum adult weight: 20 pounds

Must be housebroken.

Must be spayed or neutered.

Must have all required inoculations.

Must be licensed as specified now or in the future by State law and local ordinance.

Must not be vicious and/or intimidating.

Cats

Maximum number: ONE (1)

Maximum adult weight: 20 pounds

Must be housebroken.

Must be declawed.

Must be trained to use a litter box or other waste receptacle.

Must be spayed or neutered.

Must have all required inoculations.

Must be licensed as specified now or in the future by State law and local ordinance.

Birds

Maximum number: ONE (1)

Must be enclosed in a cage at all times.

Fish

Maximum aquarium size - 20 Gallons

Must be maintained on an approved stand.

Other: Guinea Pig, Hamster, or Gerbil Only

Maximum number: ONE (1)

Must be enclosed in an acceptable cage at all times.

Must have any or all inoculations as specified now or in the future by State law or local ordinance.

**F. PETS TEMPORARILY ON THE PREMISES**

Pets that are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

No guest may bring any pet on to PHA property.

**G. ADDITIONAL FEES AND DEPOSITS FOR PETS**

The resident/pet owner shall be required to pay a refundable deposit for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat.

An initial payment of a deposit of \$100.00 on or prior to the date the pet is properly registered and brought into the apartment, and;

Monthly payments in an amount no less than \$50.00 until the \$400.00 deposit has been paid.

The PHA reserves the right to change or increase the required deposit by amendment to these rules.

The PHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The PHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The PHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

1. The cost of repairs and replacements to the resident's dwelling unit;
2. Fumigation of the dwelling unit;
3. Common areas of the project.
4. Pet Deposits are not a part of rent payable by the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs as a current charge.

If such expenses occur as a result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

The pet deposit will be refunded when the resident moves out or no longer has a pet on the premises, whichever occurs first, but only after any damage has been assessed and repaired by the PHA.

The expense of flea deinfestation shall be the responsibility of the resident.

#### **H. ALTERATIONS TO UNIT**

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited. Installation of fences, kennels or other fixtures is not allowed.

#### **I. PET WASTE REMOVAL**

Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a paper bag or wrapped in newspaper and then placed in a closed container outside the building. RESIDENTS ARE SPECIFICALLY PROHIBITED FROM DISPOSING OF DROPPINGS IN THE TRASH CHUTES OF THE HIGH RISE BUILDINGS.

A separate pet waste removal charge of \$15.00 per occurrence will be assessed against the resident for violations of the pet policy.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs as a current charge.

If such expenses occur as a result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

Pet waste removal charges are not part of the rent payable by the resident.

#### **J. PET AREA RESTRICTIONS**

Pets must be maintained within the resident's unit. When outside the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas.

Pets must not be leashed or tied up outside the resident's unit.

Any grass or lawn area damaged by any pet will be repaired and the resident/pet owner will be charged for those repairs.

Residents/pet owners shall not alter their unit patio or yard area to create an enclosure for any pet.

#### **K. NOISE**

Pet owners must agree to control the noise of pets do that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

#### **L. CLEANLINESS REQUIREMENTS**

##### Litter Box Requirements

All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter shall not be disposed of by being flushed through the toilet.

Litter shall not be disposed of by being put down the trash chutes of the high rise buildings, regardless of whether it is sealed in a bag or container.

Litter boxes shall be stored inside the resident's dwelling unit.

##### Other Requirements

Any unit occupied by a dog, cat, or other pet will be fumigated at the time the unit is vacated. This fumigation will be at the resident/pet owner's expense.

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

#### **M. PET CARE**

No pet (including fish) shall be left unattended in any apartment for a period in excess of twelve (12) hours. All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her own pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disorientated by animals. Pet owners must agree to exercise courtesy with respect to other residents.

#### **N. RESPONSIBLE PARTIES**

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

#### **O. INSPECTIONS**

The PHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

The PHA may enter and inspect the unit if a written complaint is received alleging that the conduct or condition of the pet in the unit constitutes a nuisance or threat to the health or safety of the other occupants or other occupants or other persons in the community under applicable State or local law.

The PHA may enter the apartment without notice if it is determined that an emergency exists regarding the pet such as but not limited to:

1. The pet has not been fed within a reasonable amount of time period because no one is home and the pet is inside the apartment.
2. Pet is barking and emitting loud noises which may mean that the pet is ill, injured, or needs attention.

#### **P. PET RULE VIOLATION NOTICE**

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

1. That the resident/pet owner has three days from the effective date of the service of notice to correct the violation or make a written request for a meeting to discuss the violation;
2. That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.
3. If the pet owner requests a meeting within the three-day period, the meeting will be scheduled no later than ten calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

#### **Q. NOTICE FOR PET REMOVAL**

If the resident/pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The notice shall contain:

- A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated.

- 2) The requirement that the resident/pet owner must remove the pet within five (5) days of the notice; and
- 3) A statement that failure to remove the pet may result in the initiation or termination of tenancy procedures.

#### **R. TERMINATION OF TENANCY**

The PHA may initiate procedures for termination of tenancy based on a lease or pet rule violation if:

1. The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and
2. The pet rule violation is sufficient to being procedures to terminate tenancy under terms of the lease.
3. A resident is found to have a pet and has not paid the pet deposit or registered the pet with the PHA and is in violation of the pet policy.

#### **S. PET REMOVAL**

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets that are poorly cared for have been left unattended for over twelve (12) hours.

If the reasonable party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

If pets are left unattended for a period of 24 hours or more, the PHA may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provisions of Illinois State Law and local authorities. The PHA accepts the responsibility for the animal under such circumstances.

Nothing contained herein prohibits the PHA or an appropriate community authority from requiring the immediate removal of any pet from a project if the pet's conduct or condition is duly determined to constitute, under the provisions of State or local law, a threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

#### **T. EMERGENCIES**

The PHA will take necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for PHA to place the pet in a shelter facility, the cost will be the responsibility by the tenant/pet owner.

## PART II

### **PET POLICY FOR ELDERLY**

The purpose of this policy is to establish the Jackson County Housing Authority (PHA) policy and procedures for ownership of pets for those residents who qualify under Section 227 of the Housing and Urban Renewal Recovery Act of 1983 in PHA apartments. This policy will ensure that no elderly resident or resident with a disability 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.

The PHA chooses not to publish rules governing the keeping of common household pets. Residents will comply with the dwelling lease, which requires that no animals or pets of any kind are permitted on the premises without prior written approval of the PHA. This does not apply to animals that are used to assist persons with disabilities.

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.

All residents who are eligible under Section 227 to keep a pet in housing owned and/or operated by the PHA shall demonstrate that they have the physical capability to care for the pet.

## A. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the PHA management;

The pet owner must submit to and enter into a Pet Agreement with the PHA.

### Registration of Pets

Pets must be registered with the PHA BEFORE they are brought onto the premises.

At the time of registering the pet, the resident/pet owner must have:

1. A certificate signed by a licensed veterinarian that dogs and cats are spayed or neutered.
2. A certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.
3. A certificate signed by a licensed veterinarian stating the weight of the dog or cat. The weight must be 20 lbs. or less.
4. A certificate from the applicable local authority that a dog is registered with that authority if required.
5. Identification in writing of an alternate custodian for the pet in the event that the resident may not be able to care for the pet.
6. Execution of a Pet Agreement with the PHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.
7. Provision of the name and address of the pet's regular veterinarian.

Registration must be renewed and will be coordinated with the annual recertification date.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

### Location Restrictions

Pet ownership in high rise developments high rise developments IL53-07, 233 North 13<sup>th</sup> Street, Murphysboro, IL53-08, 300 South Marion Street, Carbondale, IL53-11, 300 North 7<sup>th</sup> Street, Murphysboro, and IL53-12, 1425 Old West Main Street, Carbondale shall be limited to the top two floors of the buildings; however nothing in this provision is meant to deny pet ownership to a resident if no unit is available in a designated pet area. This provision does not apply to animals that are used to assist persons with disabilities.

### Refusal to Register Pets

The PHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The PHA will refuse to register a pet if:

1. The pet is not a *common household pet* as defined in this policy;

2. Keeping the pet would violate any House Pet Rules;
3. The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
4. The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease. Vicious and/or intimidating dogs will not be tolerated.

The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify the PHA and agree to abide by all of the pet rules in writing.

## **B. STANDARDS FOR PETS**

If an approved pet gives birth to a litter, the resident must remove all pets from the premises except the approved pet.

Pet rules will not be applied to animals that assist persons with disabilities.

Persons with Disabilities

## **C. ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

Pet rules will not be applied to animals that assist persons with disabilities.

To be excluded from the pet policy, the resident/pet owner must certify:

1. That there is a person with disabilities in the household;
2. That the animal has been trained to assist with the specified disability;
3. That the animal actually assists the person with the disability.

## **D. TYPES OF PETS NOT ALLOWED**

No animals or pets considered to be dangerous or vicious will be allowed on PHA property. The following dogs breeds are specifically not allowed:

Dobermans

German Shepards

Pit Bull Terriers

Rottweilers

Chows

Mixed breeds containing any of the above listed breeds are also not allowed.

**E. TYPES OF PETS ALLOWED**

Tenants are not permitted to have more than one *type* of pet. This means you may choose to have a dog or a cat, a fish or a bird. You may not have all or any combination.

A resident may keep no types of pets other than the following:

Dogs

Maximum number: ONE (1)

Maximum adult weight: 20 pounds

Must be housebroken.

Must be spayed or neutered.

Must have all required inoculations.

Must be licensed as specified now or in the future by State law and local ordinance.

Must not be vicious and/or intimidating.

Cats

Maximum number: ONE (1)

Maximum adult weight: 20 pounds

Must be housebroken.

Must be declawed.

Must be trained to use a litter box or other waste receptacle.

Must be spayed or neutered.

Must have all required inoculations.

Must be licensed as specified now or in the future by State law and local ordinance.

Birds

Maximum number: ONE (1)

Must be enclosed in a cage at all times.

Fish

Maximum aquarium size - 20 Gallons

Must be maintained on an approved stand.

Other: Guinea Pig, Hamster, or Gerbil Only

Maximum number: ONE (1)

Must be enclosed in an acceptable cage at all times.

Must have any or all inoculations as specified now or in the future by State law or local ordinance.

**F. PETS TEMPORARILY ON THE PREMISES**

Pets that are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

No guest may bring any pet on to PHA property.

**G. ADDITIONAL FEES AND DEPOSITS FOR PETS**

The resident/pet owner shall be required to pay a refundable deposit for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat.

An initial payment of a deposit of \$50.00 on or prior to the date the pet is properly registered and brought into the apartment, and;

Monthly payments in an amount no less than \$50.00 until the \$200.00 deposit has been paid.

The PHA reserves the right to change or increase the required deposit by amendment to these rules.

The PHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The PHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The PHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

1. The cost of repairs and replacements to the resident's dwelling unit;
2. Fumigation of the dwelling unit;
3. Common areas of the project.
4. Pet Deposits are not a part of rent payable by the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs as a current charge.

If such expenses occur as a result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

The pet deposit will be refunded when the resident moves out or no longer has a pet on the premises, whichever occurs first, but only after any damage has been assessed and repaired by the PHA.

The expense of flea deinfestation shall be the responsibility of the resident.

#### **H. ALTERATIONS TO UNIT**

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited. Installation of fences, kennels or other fixtures is not allowed.

#### **I. PET WASTE REMOVAL**

Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a paper bag or wrapped in newspaper and then placed in a closed container outside the building. RESIDENTS ARE SPECIFICALLY PROHIBITED FROM DISPOSING OF DROPPINGS IN THE TRASH CHUTES OF THE HIGH RISE BUILDINGS.

A separate pet waste removal charge of \$15.00 per occurrence will be assessed against the resident for violations of the pet policy.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs as a current charge.

If such expenses occur as a result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

Pet waste removal charges are not part of the rent payable by the resident.

#### **J. PET AREA RESTRICTIONS**

Pets must be maintained within the resident's unit. When outside the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas.

Pets must not be leashed or tied up outside the resident's unit.

Any grass or lawn area damaged by any pet will be repaired and the resident/pet owner will be charged for those repairs.

Residents/pet owners shall not alter their unit patio or yard area to create an enclosure for any pet.

#### **K. NOISE**

Pet owners must agree to control the noise of pets do that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

#### **L. CLEANLINESS REQUIREMENTS**

##### **Litter Box Requirements**

All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter shall not be disposed of by being flushed through the toilet.

Litter shall not be disposed of by being put down the trash chutes of the high rise buildings, regardless of whether it is sealed in a bag or container.

Litter boxes shall be stored inside the resident's dwelling unit.

##### **Other Requirements**

Any unit occupied by a dog, cat, or other pet will be fumigated at the time the unit is vacated. This fumigation will be at the resident/pet owner's expense.

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

#### **M. PET CARE**

No pet (including fish) shall be left unattended in any apartment for a period in excess of twelve (12) hours. All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her own pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disorientated by animals. Pet owners must agree to exercise courtesy with respect to other residents.

#### **N. RESPONSIBLE PARTIES**

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

#### **O. INSPECTIONS**

The PHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

The PHA may enter and inspect the unit if a written complaint is received alleging that the conduct or condition of the pet in the unit constitutes a nuisance or threat to the health or safety of the other occupants or other occupants or other persons in the community under applicable State or local law.

The PHA may enter the apartment without notice if it is determined that an emergency exists regarding the pet such as but not limited to:

1. The pet has not been fed within a reasonable amount of time period because no one is home and the pet is inside the apartment.
2. Pet is barking and emitting loud noises which may mean that the pet is ill, injured, or needs attention.

#### **P. PET RULE VIOLATION NOTICE**

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

1. That the resident/pet owner has three days from the effective date of the service of notice to correct the violation or make a written request for a meeting to discuss the violation;
2. That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.
3. If the pet owner requests a meeting within the three-day period, the meeting will be scheduled no later than ten calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

#### **Q. NOTICE FOR PET REMOVAL**

If the resident/pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The notice shall contain:

- 1) A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated.
- 2) The requirement that the resident/pet owner must remove the pet within five (5) days of the notice; and
- 3) A statement that failure to remove the pet may result in the initiation or termination of tenancy procedures.

#### **R. TERMINATION OF TENANCY**

The PHA may initiate procedures for termination of tenancy based on a lease or pet rule violation if:

1. The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and
2. The pet rule violation is sufficient to being procedures to terminate tenancy under terms of the lease.
3. A resident is found to have a pet and has not paid the pet deposit or registered the pet with the PHA and is in violation of the pet policy.

#### **S. PET REMOVAL**

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets that are poorly cared for have been left unattended for over twelve (12) hours.

If the reasonable party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

If pets are left unattended for a period of 24 hours or more, the PHA may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provisions of Illinois State Law and local authorities. The PHA accepts the responsibility for the animal under such circumstances.

Nothing contained herein prohibits the PHA or an appropriate community authority from requiring the immediate removal of any pet from a project if the pet's conduct or condition is duly determined to constitute, under the provisions of State or local law, a threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

#### **T. EMERGENCIES**

The PHA will take necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for PHA to place the pet in a shelter facility, the cost will be the responsibility by the tenant/pet owner.

## Chapter 11 RECERTIFICATIONS

[24 CFR 5.617, 24 CFR 960.209]

### INTRODUCTION

HUD requires that the PHA offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions and allowances at least once every three years. See **Chapter 6, Determination of Total Tenant Payment**, for more information about flat rent methodology. To determine the amount of income-based rent, it is necessary for the PHA to perform a reexamination of the family's income annually. At the annual recertification families must report their current household composition, income, deductions and allowances. Between regular annual recertifications, HUD requires that families report all changes in household composition. This Chapter defines the PHA's policy for conducting annual recertifications. It also explains the interim reporting requirements for families, and the standards for timely reporting.

### A. ELIGIBILITY FOR CONTINUED OCCUPANCY

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

- Qualify as a family as defined in this policy;
- Are in full compliance with the obligations and responsibilities described in the dwelling lease;
- Whose family members, age 6 and older, each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;
- Whose family members have submitted required citizenship/eligible immigration status/noncontending documents.

### B. ANNUAL RECERTIFICATIONS

The terms *annual recertification* and *annual reexamination* are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

The PHA will require the annual recertification to be completed annually on the anniversary date of lease execution.

Families who choose flat rent are to be recertified every three years. For families who move in on the first of the month, the annual recertifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.)

For families who move in during the month, the annual recertifications will be completed no later than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)

When families move to another dwelling unit:

The annual recertification date will not change.

### Reexamination Notice to the Family

All families will be notified of their obligation to recertify by mail. The notification shall be sent at least sixty (60) days in advance of the annual recertification date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

**Persons with Disabilities**

Persons with disabilities, who are unable to come to the PHA's office will be granted an accommodation of conducting the interview at the person's home upon verification that the accommodation requested meets the need presented by the disability.

**Collection and Certification of Information Received**

The PHA will notify the family of their obligation to complete, sign and deliver the releases to the appropriate employers and institutions. The employer and institutions are then to complete the requested information and return directly to the PHA.

The resident will provide the PHA with current retirement benefit amounts, and other monthly checks.

Elderly/disabled residents are to provide the PHA with current medical insurance premium amounts and anticipated re-occurring medical expenses for the upcoming year.

Upon receipt of all pertinent information the PHA will calculate the rent on the basis of the information provided by the resident. An appointment will then be scheduled to sign the new lease. Any resident having questions shall make an appointment to see the Tenant Accounts Manager to review the calculations.

All adult members are required to sign the certification. The head or spouse may recertify for the family, provided that all adult family members sign the recertification.

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought:

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

Verification Requirements for Individual Items		
Savings, checking accounts	Letters from institution	Passbook, most current statements
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal Property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned Income	Letter from Employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift, (i.e. if grandmother pays daycare provider, day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e. social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Verification Requirements for Individual Items		
<b>Item to be Verified</b>	<b>3<sup>rd</sup> party verification</b>	<b>Hand-carried verification</b>
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program	N/A

**Failure to Respond to Notification to Recertify**

If the family does not respond to the recertification notification and has not rescheduled or made prior arrangements with the PHA, the PHA will schedule an appointment.

If the family fails to appear for the appointment, and has not rescheduled or made prior arrangements, the PHA will notify them that they are in Lease violation and must make an appointment immediately. If this is not done the PHA will proceed with a Forcible entry and Detainer citing the lease violation.

### **Verification of Information**

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 120 days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

The continued eligibility of the resident as a *family* or as the *remaining member* of a family;

The unit size required by the family;

The amount of rent the family should pay.

### **Changes In The Tenant Rent**

If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4(c) & (o)].

### **Tenant Rent Increases or Decreases**

If tenant rent changes a thirty-day notice will be given to the family.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

## **C. REPORTING INTERIM CHANGES**

Families must report all changes in household composition to the PHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household. All new Head of Households, spouses or other adults requesting to move into the apartment will be required to sign the PHA's Authorization for Release of Information. A criminal check will be completed on all adults. The PHA will then determine if the resident is allowed to add this person to their dwelling lease. The PHA does not automatically give permission for additional adults to move into an apartment.

### **The annual reexamination date will not change as a result of this action.**

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the PHA of the family member being added to the lease.

### **Interim Reexamination Policy**

#### **Increases in Income to be Reported**

Families paying flat rent are not required to report any increases in income or assets.

Families paying income-based rent are required to report any increases in income or assets.

Families paying income-based rent must report all increases in income or assets of all household members to the PHA in writing within 14 calendar days of the occurrence.

Rent increases (except those due to misrepresentation) require 30 days notice.

#### **Decreases in Income and Rent Adjustments**

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the total tenant payment.

The PHA will process the rent adjustment unless the PHA confirms that the decrease in income will last less than 30 calendar days.

#### **D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The HA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

- Fraud; or
- Failure to participate in an economic self-sufficiency program; or
- Noncompliance with a work activities requirement

However, the HA will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:
  - The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

#### **Verification Before Denying a Request to Reduce Rent**

The HA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

#### **Cooperation Agreements**

The HA has a written cooperation agreement in place with the local welfare agency which assists the HA in obtaining the necessary information regarding welfare sanctions.

The HA has taken a proactive approach to culminating an effective working relationship between the HA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

**The HA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.**

#### **E. OTHER INTERIM REPORTING ISSUES**

An interim reexamination will be scheduled for families with zero income every 90 days. Earn fare program persons will have their rent increased upon returning to the program.

If there is a change from benefit income to employment income, the PHA will defer the family's rent increase for three (3) months, or until the annual reexamination, in order to encourage families to move to self-sufficiency. This information must be provided to the PHA within thirty (30) days of the date of employment. This incentive will only be provided once to any family member.

This incentive is not provided to persons who work seasonally, or work on the Earn Fare Program.

#### **PHA Errors**

If the PHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

## **F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)**

### **Procedures When the Change is Reported in a Timely Manner**

The PHA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

**Increases in the Tenant Rent** are effective on the first of the month following at least thirty days' notice.

**Decreases in the Tenant Rent** are effective the first of the month following the month in which the change is reported.

The change may be implemented based on documentation provided by the family, pending third-party written verification.

The change will not be made until the third party verification is received.

### **Procedures when the Change is not Reported by the Tenant in a Timely Manner**

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

**Increase in Tenant Rent** will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and may be required to sign a Repayment Agreement.

The PHA will not execute a payment agreement if the payback is so much that it will take the family longer than a reasonable time [no longer than thirty-six (36) months] to complete the agreement.

**Decrease in Tenant Rent** will be effective on the first of the month following completion of processing by the PHA and not retroactively.

### **Procedures when the Change is not Processed by the PHA in a Timely Manner**

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the PHA in a timely manner.

Therefore, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the PHA. If the delay is due to the Resident not providing verifications in a timely manner the PHA will put the increase into effect the first of the second month following the change.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

## **G. REPORTING OF CHANGES IN FAMILY COMPOSITION**

The members of the family residing in the unit must be approved by the HA. The family must inform the HA and request approval of additional family members other than additions due to birth, adoption, or court-awarded custody before the new member occupies the unit.

All changes in family composition must be reported within ten (10) days of the occurrence.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household that the member removed is permanently absent. If the head of household or spouse move out of the apartment, the remaining member must notify this PHA. The member vacating must notify the PHA in writing that they have vacated the premises and authorize their name to be removed from the Dwelling Lease. The remaining member must then have their Lease and rent adjusted accordingly.

The head of household must provide a statement that the head of household [or spouse] will notify the HA if the removed member returns to the household.

### **Increase in Family Size**

The PHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition of a minor who is a member of the nuclear family who had been living elsewhere.

Addition of a PHA-approved live-in attendant.

Addition of any relation of the Head or Spouse.

Addition due to birth, adoption or court-awarded custody.

Families who need a larger sized unit because of voluntary additions will have lower priority on the Transfer List than other families who are required to change unit size.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

#### **Definition of Temporarily/Permanently Absent**

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

It is the responsibility of the head of household to report changes in family composition. The PHA will evaluate absences from the unit in accordance with this policy.

#### **Absence of Entire Family**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the PHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the PHA before they move out of a unit in accordance with the lease and to give the PHA information as to their forwarding address.

Families must notify the PHA if they are going to be absent from the unit for more than thirty consecutive days. A person with a disability may request an extension of time as an accommodation.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the PHA may:

- Conduct home visit
- Write letters to the family at the unit
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors
- Check with Post Office for forwarding address
- Contact emergency contact

If the entire family is absent from the unit, without PHA permission, for more than 30 consecutive days, the unit will be considered to be vacant and the PHA may terminate tenancy.

As a reasonable accommodation for a person with a disability, the PHA may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

### **Abandonment**

All units should be occupied by the resident/residents. The lease is violated if the resident/residents do not continually occupy the unit and keep the utilities on. The only exception (if utilities are on, the rent is paid, and the housing authority has been notified) will be as follows:

1. If a resident is hospitalized due to illness or rehabilitation.
2. If a resident has to leave the area to take care of a sick family member.

No one can be allowed to live in a unit if the resident is absent for any of the above exceptions.

In the event a resident is going to be absent for more than 30 days, the resident must notify the PHA. During this absence, the rent must be paid and the utilities must be on or the PHA will move to terminate.

### Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return, the family member will not be considered permanently absent, as long as rent and other charges remain current.

### Absence due to Incarceration

If the sole member is incarcerated for more than 120 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 120 consecutive days. The rent and other charges must remain current during this period.

### Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than six (6) months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the PHA's occupancy guidelines.

### Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first 30 calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

When the PHA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker should be counted pending a final disposition. The PHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 30 days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

A full time student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.

If the student is considered temporarily absent from the household, applicable income for that person will be counted.

### **Visitors (See Chapter on Leasing)**

Any adult not included on the HUD 50058 who has been in the unit more than 15 consecutive days, or a total of fifteen cumulative days in one twelve months time will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

The HA will consider:

Statements from neighbors and/or PHA staff

Vehicle license plate verification

Post Office records

Drivers license verification

Law enforcement reports

Credit reports

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the PHA will terminate the family's lease since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 90 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 120 days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

### **H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT**

To be considered the remaining member of the tenant family, the person must have been previously approved by the HA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

The court has to have awarded emancipated minor status to the minor or is legally married; or

The HA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

#### **I. CHANGES IN UNIT SIZE**

The HA shall grant exceptions from the occupancy standards if the family requests and the HA determines the exceptions are justified according to this policy.

When an approvable change in the circumstances in a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

#### **J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES**

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND

The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter titled "Factors Related to Total Tenant Payment Determination"). The PHA may no longer offer temporary deferral of termination (See Chapter on "Lease Terminations").

## Chapter 12 LEASE TERMINATIONS

[24 CFR 966.4]

### INTRODUCTION

The PHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the lease. This Chapter describes the PHA's policies for notification of lease termination and provisions of the lease.

### A. TERMINATION BY TENANT

The tenant may terminate the lease by providing the PHA with a written Fifteen (15) day advance notice as defined in the lease agreement.

### B. TERMINATION BY PHA

Termination of tenancy will be in accordance with the PHA's lease.

The lease may be terminated by the PHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

- Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;
- Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim or Annual Rent Recertifications;
- Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;
- Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Tenants;
- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;
- Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, development buildings, facilities, equipment, or common areas; or
- Failure to abide by the PHA Pet Policy, where applicable.

The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, *on or off* public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, the Landlord (the PHA) will be notified by the County Attorney's Office that it is to bring an unlawful detainer action against that Tenant. The Landlord (PHA) will then commence unlawful detainer procedures to terminate the Lease.

Alcohol abuse that the HA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Non-compliance with Non-Citizen Rule requirements.

Other good cause.

### **C. NOTIFICATION REQUIREMENTS**

The PHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter on Complaints, Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or sent by first class mail properly addressed to tenant **return receipt requested**.

The return of the certified mail receipt, whether signed or unsigned, shall be considered to be proof that the resident received proper notification.

The notice shall contain a statement describing the resident's right to meet with the Executive Director to determine whether a reasonable accommodation would eliminate the need for a lease termination.

#### **Timing of the Notice**

If the PHA terminates the lease, written notice will be given as follows:

At least 14 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, defined in the lease as Five (5) calendar days, considering the seriousness of the situation when the health or safety of other residents or PHA employees is threatened;

At least thirty days prior to termination in all other cases.

The PHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

#### **Criminal Activity**

The PHA will immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing development in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The PHA will terminate assistance of participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous three (3) months.

"Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past five (5) years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past three (3) years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the HA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

In evaluating evidence of negative behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

The PHA may waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by the PHA,  
or

The individual involved in drug-related criminal activity is no longer in the household because the person is incarcerated.

#### **D. RECORD KEEPING**

A written record of every termination and/or eviction shall be maintained by the PHA at the development where the family was residing, and shall contain the following information:

Name of resident, number and identification of unit occupied;

Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;

Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices.

Date and method of notifying the resident;

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

Records for persons whose leases were terminated for any reason will be kept by the PHA indefinitely.

### **Chapter 13 COMPLAINTS, GRIEVANCES AND APPEALS**

**[24 CFR 966.50-966.57]**

#### **INTRODUCTION**

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies to be used when families disagree with a PHA decision. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with the PHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

#### **A. COMPLAINTS**

Each complaint regarding physical condition of the units may be reported by phone to the PHA. Anonymous complaints are checked whenever possible. The PHA does not require that complaints be put in writing. However, complaints given by persons identifying themselves will be given more serious consideration than anonymous complaints.

**Complaints from families.** If a family disagrees with an action or inaction of the PHA, complaints will be referred to the Executive Director. Complaints regarding physical condition of the units may be reported by phone to the PHA where they will be referred to the proper person for investigation or repairs.

**Complaints from staff.** If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the Executive Director

**Complaints from the general public.** Complaints or referrals from persons in the community in regard to the PHA or a family will be referred to the Executive Director and /or the Resident Coordinator or Security Investigator.

Anonymous complaints will be checked whenever possible.

#### **B. APPEALS BY APPLICANTS**

Applicants who are determined ineligible, who do not meet the PHA's admission standards, or where the PHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.

Applicants must submit their request for an informal hearing in writing to the PHA within ten (10) working days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, the PHA will provide an informal hearing within Fifteen (15) working days of receiving the request. The PHA will notify the applicant of the place, date, and time.

Informal hearings will be conducted by the Executive Director or a designee. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by the PHA will be considered by the impartial hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within 10 working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing tenants do not apply to PHA determinations that affect applicants.

#### **C. APPEALS BY TENANTS**

Grievances or appeals concerning the obligations of the tenant or the PHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the PHA, which is in effect at the time such grievance or appeal arises.

(See the PHA's Grievance Procedure contained in this chapter.)

**D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"**

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.

**INS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the PHA notifies the applicant or tenant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Procedures" section of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members, the PHA will:

Deny the applicant family.

Terminate the participant.

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

**E. GRIEVANCE PROCEDURES**

**Definitions**

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

**Complainant.** Any tenant whose grievance is presented to the PHA or at the management office informally or as part of the informal hearing process.

**Hearing Officer/Hearing Panel.** A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

**Tenant.** A lessee or the remaining head of household of any tenant family residing in housing accommodations owned or leased by the PHA.

**Elements of Due Process.** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required.

Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

Opportunity for the tenant to examine all relevant documents, records, and regulations of the PHA prior to the trial for the purpose of preparing a defense;

Right of the tenant to be represented by counsel;

Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

A decision on the merits of the case.

### **Applicability**

This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees, or

Any drug-related criminal activity *on* or *off* such premises.

Upon receipt of a NOTICE OF NON COMPLIANCE to the Dwelling Lease and tenant may file a notice requesting an Informal Conference through the following procedures.

### **Informal Conference Procedures**

Any request for a grievance shall be presented in writing to the PHA office. A request for a grievance hearing (Informal Conference) shall be made in writing, and signed by the resident. This must be received in the PHA office no later than ten (10) working days after the NOTICE is served.

The purpose of the initial discussion is to discuss and to resolve the grievance without the necessity of a formal hearing. The Executive Director or a designee will be present to hear the resident's grievance with the PHA. It may be simply stated, but shall be specific such as follows:

The resident's response to the accusations that the PHA stated in the NOTICE.

The action the resident is requesting.

After the Informal Conference a summary of this discussion will be mailed to the resident within ten (10) working days.

The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

### Dissatisfaction with Informal Conference

If the complainant is dissatisfied with the proposed disposition of the grievance, s/he shall submit a written request for a hearing within fifteen (15) working days of the date of the summary of the informal meeting.

The request for a hearing must be presented to the PHA's office. The request must specify the reason for the grievance request and the relief sought.

### Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within fifteen (15) working days from the date of the summary, s/he waives his/her right to a hearing, and the PHA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the PHA's disposition in an appropriate judicial proceeding.

### Right to a Hearing

After exhausting the informal conference procedures outlined above, a complainant shall be entitled to a hearing before a hearing officer.

The head of household or other adult household member must attend the hearing.

If rescheduling of the hearing is necessary, the hearing must be rescheduled at least five (5) days in advance of the scheduled hearing time or the complainant waives their right to a hearing.

If the complainant fails to appear within 15 minutes of the scheduled time, the complainant waives their right to a hearing.

The PHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The PHA must be notified within 72 hours of the scheduled time if special accommodations are required.

### Selection of Hearing Officer

A grievance hearing shall be conducted by an impartial person or persons agreed upon by the PHA and the resident. It must be someone other than the person who made or approved the PHA action under review, or a subordinate of such person.

### Procedures to Obtain a Hearing

#### Informal Prerequisite

All grievances must be informally presented as a prerequisite to a formal hearing.

The hearing officer may waive the prerequisite informal conference if, and only if, the complainant can show good cause why s/he failed to proceed informally.

#### Escrow Deposit

Before a formal hearing is scheduled in any grievance involving an amount of rent the PHA claims is due, the complainant shall pay to the PHA all rent due and payable as of the month preceding the month in which the act or failure to act took place.

The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account each month until the complaint is resolved by decision of the hearing official or panel.

The PHA may waive these escrow requirements in extraordinary circumstances.

Unless so waived, failure to make the required escrow payments shall result in termination of the grievance procedure.

Failure to make such payments does not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in any appropriate judicial proceeding.

## Scheduling

If the complainant complies with the procedures outlined above, the hearing officer shall schedule a formal hearing as soon as possible at a time and place reasonably convenient to the complainant and the PHA.

A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official.

## Hearing Procedures

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

The opportunity to examine and to copy before the hearing at the expense of the complainant all documents, records and regulations of the PHA that are relevant to the hearing with at least a 24 hour notice to the PHA office prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the PHA at the hearing.

The PHA shall also have the opportunity to examine and to copy at the expense of the PHA all documents, records and statements that the family plans to submit during the hearing to refute the PHA's inaction or proposed action. Any documents not so made available to the PHA may not be relied upon at the hearing.

The right to a private hearing unless otherwise requested by the complainant.

The right to be represented by counsel or other person chosen as a representative.

The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the PHA, and to confront and cross-examine all witnesses upon whose testimony or information the PHA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the hearing officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant or PHA fail to appear at the scheduled hearing, the hearing officer may make a determination that the party has waived his/her right to a hearing.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

At the hearing, the complainant must first make a showing of entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed.

The hearing officer shall conduct the hearing as follows:

**Informal:** Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;

**Formal:** The hearing officer shall require the PHA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing official to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The PHA arranges, in advance, in writing, for a transcript or audio tape of the hearing. Any interested party may purchase a copy of such transcript.

## Decisions of the Hearing Officer/Panel

The hearing officer shall give the PHA and the complainant a written decision, including the reasons for the decision, within fifteen (15) working days following the hearing. The PHA will place one copy in the tenant files. The written decision will be sent to the address provided at the hearing.

The decision of the hearing officer shall be binding on the PHA which shall take all actions necessary to carry out the decision, unless the complainant requests Board action within ten (10) working days prior to the next Board meeting. The PHA Commissioners' decision will be mailed to the complainant with ten (10) working days following the Board meeting, and so notifies the complainant that:

The grievance does not concern the PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations which adversely affect the complainant's rights, duties, welfare or status;

The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the PHA.

A decision by the hearing officer or PHA Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights of the complainant to a trial or judicial review in any proceedings which may thereafter be brought in the matter.

#### **Housing Authority Eviction Actions**

If a tenant has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a PHA notice of termination of tenancy, and the hearing officer upholds the PHA action, and the resident fails to quit the premises, the PHA shall take appropriate legal action against the complainant. The complainant may be required to pay court costs and attorney fees.

Chapter 13 COMPLAINTS, GRIEVANCES AND APPEALS  
[24 CFR 966.50-966.57]

INTRODUCTION

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies to be used when families disagree with a PHA decision. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with the PHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

A. COMPLAINTS

Each complaint regarding physical condition of the units may be reported by phone to the PHA. Anonymous complaints are checked whenever possible. The PHA does not require that complaints be put in writing. However, complaints given by persons identifying themselves will be given more serious consideration than anonymous complaints.

Complaints from families. If a family disagrees with an action or inaction of the PHA, complaints will be referred to the Executive Director. Complaints regarding physical condition of the units may be reported by phone to the PHA where they will be referred to the proper person for investigation or repairs.

Complaints from staff. If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the Executive Director

Complaints from the general public. Complaints or referrals from persons in the community in regard to the PHA or a family will be referred to the Executive Director and /or the Resident Coordinator or Security Investigator. Anonymous complaints will be checked whenever possible.

B. APPEALS BY APPLICANTS

Applicants who are determined ineligible, who do not meet the PHA's admission standards, or where the PHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.

Applicants must submit their request for an informal hearing in writing to the PHA within ten (10) working days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, the PHA will provide an informal hearing within Fifteen (15) working days of receiving the request. The PHA will notify the applicant of the place, date, and time.

Informal hearings will be conducted by the Executive Director or a designee. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by the PHA will be considered by the impartial hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within 10 working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing tenants do not apply to PHA determinations that affect applicants.

C. APPEALS BY TENANTS

Grievances or appeals concerning the obligations of the tenant or the PHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the PHA, which is in effect at the time such grievance or appeal arises.

(See the PHA's Grievance Procedure contained in this chapter.)

D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.

#### INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the PHA notifies the applicant or tenant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Procedures" section of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members, the PHA will:

Deny the applicant family.

Terminate the participant.

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

## E. GRIEVANCE PROCEDURES

### Definitions

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

**Complainant.** Any tenant whose grievance is presented to the PHA or at the management office informally or as part of the informal hearing process.

**Hearing Officer/Hearing Panel.** A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

**Tenant.** A lessee or the remaining head of household of any tenant family residing in housing accommodations owned or leased by the PHA.

**Elements of Due Process.** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required.

Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

Opportunity for the tenant to examine all relevant documents, records, and regulations of the PHA prior to the trial for the purpose of preparing a defense;

Right of the tenant to be represented by counsel;

Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

A decision on the merits of the case.

### Applicability

This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees, or

Any drug-related criminal activity on or off such premises.

Upon receipt of a NOTICE OF NON COMPLIANCE to the Dwelling Lease and tenant may file a notice requesting an Informal Conference through the following procedures.

#### Informal Conference Procedures

Any request for a grievance shall be presented in writing to the PHA office. A request for a grievance hearing (Informal Conference) shall be made in writing, and signed by the resident. This must be received in the PHA office no later than ten (10) working days after the NOTICE is served.

The purpose of the initial discussion is to discuss and to resolve the grievance without the necessity of a formal hearing. The Executive Director or a designee will be present to hear the resident's grievance with the PHA. It may be simply stated, but shall be specific such as follows:

The resident's response to the accusations that the PHA stated in the NOTICE.

The action the resident is requesting.

After the Informal Conference a summary of this discussion will be mailed to the resident within ten (10) working days.

The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

#### Dissatisfaction with Informal Conference

If the complainant is dissatisfied with the proposed disposition of the grievance, s/he shall submit a written request for a hearing within fifteen (15) working days of the date of the summary of the informal meeting.

The request for a hearing must be presented to the PHA's office. The request must specify the reason for the grievance request and the relief sought.

#### Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within fifteen (15) working days from the date of the summary, s/he waives his/her right to a hearing, and the PHA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the PHA's disposition in an appropriate judicial proceeding.

#### Right to a Hearing

After exhausting the informal conference procedures outlined above, a complainant shall be entitled to a hearing before a hearing officer.

The head of household or other adult household member must attend the hearing.

If rescheduling of the hearing is necessary, the hearing must be rescheduled at least five (5) days in advance of the scheduled hearing time or the complainant waives their right to a hearing.

If the complainant fails to appear within 15 minutes of the scheduled time, the complainant waives their right to a hearing.

The PHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The PHA must be notified within 72 hours of the scheduled time if special accommodations are required.

#### Selection of Hearing Officer

A grievance hearing shall be conducted by an impartial person or persons agreed upon by the PHA and the resident. It must be someone other than the person who made or approved the PHA action under review, or a subordinate of such person.

#### Procedures to Obtain a Hearing

##### Informal Prerequisite

All grievances must be informally presented as a prerequisite to a formal hearing.

The hearing officer may waive the prerequisite informal conference if, and only if, the complainant can show good cause why s/he failed to proceed informally.

#### Escrow Deposit

Before a formal hearing is scheduled in any grievance involving an amount of rent the PHA claims is due, the complainant shall pay to the PHA all rent due and payable as of the month preceding the month in which the act or failure to act took place.

The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account each month until the complaint is resolved by decision of the hearing official or panel.

The PHA may waive these escrow requirements in extraordinary circumstances.

Unless so waived, failure to make the required escrow payments shall result in termination of the grievance procedure.

Failure to make such payments does not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in any appropriate judicial proceeding.

#### Scheduling

If the complainant complies with the procedures outlined above, the hearing officer shall schedule a formal hearing as soon as possible at a time and place reasonably convenient to the complainant and the PHA.

A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official.

#### Hearing Procedures

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

The opportunity to examine and to copy before the hearing at the expense of the complainant all documents, records and regulations of the PHA that are relevant to the hearing with at least a 24 hour notice to the PHA office prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the PHA at the hearing.

The PHA shall also have the opportunity to examine and to copy at the expense of the PHA all documents, records and statements that the family plans to submit during the hearing to refute the PHA's inaction or proposed action. Any documents not so made available to the PHA may not be relied upon at the hearing.

The right to a private hearing unless otherwise requested by the complainant.

The right to be represented by counsel or other person chosen as a representative.

The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the PHA, and to confront and cross-examine all witnesses upon whose testimony or information the PHA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the hearing officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant or PHA fail to appear at the scheduled hearing, the hearing officer may make a determination that the party has waived his/her right to a hearing.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

At the hearing, the complainant must first make a showing of entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed.

The hearing officer shall conduct the hearing as follows:

Informal: Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;

Formal: The hearing officer shall require the PHA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing official to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The PHA arranges, in advance, in writing, for a transcript or audio tape of the hearing. Any interested party may purchase a copy of such transcript.

#### Decisions of the Hearing Officer/Panel

The hearing officer shall give the PHA and the complainant a written decision, including the reasons for the decision, within fifteen (15) working days following the hearing. The PHA will place one copy in the tenant files. The written decision will be sent to the address provided at the hearing.

The decision of the hearing officer shall be binding on the PHA which shall take all actions necessary to carry out the decision, unless the complainant requests Board action within ten (10) working days prior to the next Board meeting. The PHA Commissioners' decision will be mailed to the complainant with ten (10) working days following the Board meeting, and so notifies the complainant that:

The grievance does not concern the PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations which adversely affect the complainant's rights, duties, welfare or status;

The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the PHA.

A decision by the hearing officer or PHA Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights of the complainant to a trial or judicial review in any proceedings which may thereafter be brought in the matter.

#### Housing Authority Eviction Actions

If a tenant has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a PHA notice of termination of tenancy, and the hearing officer upholds the PHA action, and the resident fails to quit the premises, the PHA shall take appropriate legal action against the complainant. The complainant may be required to pay court costs and attorney fees.

## **Chapter 14 FAMILY DEBTS TO THE PHA**

### **INTRODUCTION**

This Chapter describes the PHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

When families owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Collection agencies
- Credit bureaus
- Income tax set-off programs

### **A. PAYMENT AGREEMENT FOR FAMILIES**

A Payment Agreement as used in this Plan is a document entered into between the PHA and a resident who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

The maximum amount for which the PHA will enter into a payment agreement with a family is \$2,500.00. The Executive Director will consider extenuating circumstances.

The maximum length of time the PHA will enter into a payment agreement with a family is thirty-six (36) months unless the Executive Director makes an exception. The Payment Agreement must reflect a reasonable amount to be paid per month. If the amount owed is \$50.00 or less, it will be due in one lump sum.

#### **Late Payments**

A payment will be considered to be in arrears if:

The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, the PHA will:

- Require the family to pay the agreed upon amount to become current within 10 working days
- Pursue civil collection of the balance due
- Terminate tenancy if the agreed upon amount is not paid in full 10 working days.

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is in arrears:

The family will be required to pay the balance in full prior to the unit transfer.

There are some circumstances in which the PHA will not enter into a payment agreement. They are:

If the family already has a payment agreement in place.

If the PHA determines that the family has committed program fraud.

If the PHA determines that the debt, due to fraud or failure to report income, is so large that it would take more than thirty-six (36) months time to repay.

### **Guidelines for Payment Agreements**

Payment agreements will be executed between the PHA and the head of household and spouse

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Executive Director.

No transfer will be approved until the debt is paid in full unless the transfer is the result of the following causes, and the payment agreement is current:

Family size exceeds the maximum occupancy guidelines

A natural disaster

### **Additional Monies Owed**

If the family has a payment agreement in place and incurs an additional debt to the PHA:

The PHA will not enter into more than one payment agreement at a time with the same family. Additional debt must be paid in full.

## **B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION**

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

### **Family Error/Late Reporting**

Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Section of this Chapter as stated above.

### **Program Fraud**

Families who owe money to the PHA due to program fraud will be required to repay in accordance with the guidelines in Section A of this Chapter.

If a family owes an amount which equals or exceeds \$1,000 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the PHA will refer the case for criminal prosecution.

## **C. WRITING OFF DEBTS**

Debts will be written off if:

The debtor's whereabouts are unknown and the debt is more than one (1) year old.

A determination is made that the debtor is judgment proof.

The debtor is deceased.

The debtor is confined to an institution indefinitely or for more than one year.

The amount is less than \$100.00 and the debtor cannot be located.

Debts written off by the PHA are still collectable.

Debts must be paid prior to receiving any future PHA unit or Section 8 voucher.

Debts owed to other PHAs must also be paid before receiving a PHA unit or Section 8 Voucher.

## Chapter 15 COMMUNITY SERVICE

[24 CFR Part 960 Subpart F and 24 CFR 903.7]

### INTRODUCTION

*INSTRUCTION: The Quality Housing and Work Responsibility Act of 1998 mandates PHAs to require that adults living in public housing comply with community service requirements. On March 29, 2000, the Changes to Admission and Occupancy Requirements in the Public Housing and Section 8 Housing Assistance Program Final Rule was published in the Federal Register. Community Service requirements are effective October 1, 1999 for PHAs with fiscal years that start on or after 10/1/99.*

### A. REQUIREMENT

Each adult resident of the PHA shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month; or

Perform 8 hours per month of combined activities (community service and economic self-sufficiency program)

### B. EXEMPTIONS

The PHA shall provide an exemption from the community service requirement for any individual who:

Is 62 years of age or older;

is a blind or disabled individual, as defined under section 216[i][1] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity as defined in section 407[d] of the Social Security Act;

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

The PHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

The PHA will permit residents to change exemption status during the year if status changes.

### C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

\*In addition to the HUD definition above, the PHA definition includes any of the following:

\*Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan.

\*Participating in the Family Self-Sufficiency Program and attending at least [one/two/three] FSS events annually.

\* Other activities as approved by the PHA on a case-by-case basis.

The PHA will give residents the greatest choice possible in identifying community service opportunities.

The PHA will consider a broad range of self-sufficiency opportunities.

### D. ANNUAL DETERMINATIONS

Requirement – For each public housing resident subject to the requirement of community service, the PHA shall, 30 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

The PHA will verify compliance annually. If qualifying activities are administered by an organization other than the PHA, the PHA will obtain verification of family compliance from such third parties.

Family members will not be permitted to self-certify that they have complied with community service requirements.

### E. NONCOMPLIANCE

If the PHA determines that a resident subject to the community service requirement has not complied with the requirement, the PHA shall notify the resident of such noncompliance, and that:

The determination of noncompliance is subject to the administrative grievance procedure under the PHA's Grievance Procedures; and

Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and

The PHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the PHA enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any

noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

#### Ineligibility for Occupancy for Noncompliance

The PHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

#### F. PHA RESPONSIBILITY

The PHA will ensure that all community service programs are accessible for persons with disabilities.

The PHA will ensure that:

The conditions under which the work is to be performed are not hazardous;

The work is not labor that would be performed by the PHA's employees responsible for essential maintenance and property services; or

The work is not otherwise unacceptable.

#### G. PHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT

\* The PHA will administer its own community service program, with cooperative relationships with other entities.

\*The PHA will administer the community service program through contracts and collaborative agreements with volunteer and community agencies.

\*The PHA will provide to residents a brochure of community service and volunteer opportunities available throughout the community.

\*The PHA will administer the community service requirement under this subsection through the Resident Council.

\*The PHA will contract to a third party to [design/administer/monitor/evaluate] the community service program. The PHA will consider qualified resident councils to the maximum extent feasible.

\*The PHA will contract to a number of third parties to administer the community service program. Contractors will be chosen to perform the following functions:

\*Case management and monitoring

\*Placement in community service positions

\*Liaison to volunteer agencies

\*Drug and alcohol counseling

\*Community service activities in public housing developments



## Chapter 16 GLOSSARY

### **I. TERMS USED IN DETERMINING RENT**

#### **ANNUAL INCOME (24 CFR 5.609)**

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

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

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

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

When the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.

All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b)(6) contains rules applicable to "as-paid" States).

Periodic and determinable allowances, such as alimony and child care support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

#### **EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)**

Annual income does not include the following:

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

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

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation) capital gains, and settlement for personal property losses;

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

Income of a live-in aide, provided the person meets the definition of a live-in aide.

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

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

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

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

Amount received as a Resident services stipend. A modest amount (not to exceed \$ 350.00 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, lawn maintenance and laundry caretaker. No resident may receive more than one such stipend during the same period of time.

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

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

Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)

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

The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

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

The following benefits are excluded by other Federal Statute as of August 3, 1933:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

VISTA

Peace Corps

Service Learning Program

Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]

Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]

Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]

Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b))

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).

The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.

Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)

Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32 )(j).

Living allowances under Americorps Program (Nelson Diaz Memo to George Latimer 11/15/94)

## **ADJUSTED INCOME**

Annual income, less allowable HUD deductions.

*Note: Under the Continuing Resolution, PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.*

All Families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Child care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

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

Handicapped Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit use by the handicapped or disabled family member.

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

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For Elderly and Disabled Families Only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health

care facilities; insurance premiums, including the cost of Medicare), prescription and medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.

Elderly/Disabled Household Exemption: An exemption of \$400 per household.

## **II. GLOSSARY OF HOUSING TERMS**

**ACCESSIBLE DWELLING UNITS.** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

**ACCESSIBLE FACILITY.** All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

**ACCESSIBLE ROUTE.** For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

**ADAPTABILITY.** Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

**ADMISSION.** Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

**APPLICANT** (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

**"AS-PAID" STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS.** (See Net Family Assets.)

**AUXILIARY AIDS.** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

**CEILING RENT.** An amount the PHA established for all of its current public housing units utilizing previously authorized HUD approval. The family pays the lower of the ceiling rent or the formula tenant rent.

**CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A co-head never qualifies as a dependent.

**DEPENDENT.** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or older.

**DESIGNATED FAMILY.** The category of family for whom the PHA elects to designate a development (e.g. elderly family in a development designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

**DISABILITY ASSISTANCE EXPENSE.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**DISABLED PERSON.** A person who is any of the following:

A person who has a disability as defined in section 223 of the Social Security Act. (42 USC 423).

A person who has a physical, mental, or emotional impairment that:

Is expected to be of long-continued and indefinite duration;

Substantially impedes his or her ability to live independently; and

Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

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

**DISPLACED FAMILY.** A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster relief laws.

**DOMICILE.** The legal residence of the household head or spouse as determined in accordance with State and local law.

**DRUG-RELATED CRIMINAL ACTIVITY.** Term means:

Drug-trafficking; or

Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**ELDERLY FAMILY.** A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well being.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBLE FAMILY (Family).** A family is defined by the PHA in the Admission and Continued Occupancy Plan.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY.** A family whose income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**FAMILY.** The applicant must qualify as a family as defined by the PHA.

**FAMILY OF VETERAN OR SERVICEPERSON.** A family is a "family of veteran or serviceperson" when:

The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by a PHA to promote self-sufficiency of assisted families

**FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis.

**HANDICAPPED ASSISTANCE EXPENSES.** Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members that enable a family member (including the handicapped family member) to work.

**HANDICAPPED PERSON.** [Referred to as a Person with a Disability]. A person having a physical or mental impairment which:

Is expected to be of long-continued and indefinite duration;

Substantially impedes his or her ability to live independently; and

Is of such a nature that such ability could be improved by more suitable housing conditions.

**HEAD OF HOUSEHOLD.** The person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PLAN.**

A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the Public Housing program.

**HUD.** The Department of Housing and Urban Development or its designee.

**HUD REQUIREMENTS.** HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

**HURRA.** The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate times the total cash value of assets, when assets exceed \$5,000.

**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME FOR ELIGIBILITY.** Annual Income.

**INCOME TARGETING.** The HUD admissions requirement that HAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

**INDIAN.** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

**INVOLUNTARILY DISPLACED PERSON.** See Section 4 Component C: Involuntarily Displaced (Page c-22)

**LEASE.** A written agreement between the PHA and an eligible family for the leasing of a housing unit.

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who:

Is determined to be essential to the care and well being of the person.

Is not obligated for the support of the person.

Would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the PHA to select among applicant families without regard to their date and time of application.

**LOW-INCOME FAMILY.** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

**MEDICAL EXPENSES.** Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

**MINIMUM RENT.** An amount established by the PHA of \$50.00.

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

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances.

**MONTHLY INCOME.** 1/12 of the Annual Income before allowances.

**NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

**NET FAMILY ASSETS.** The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

**OCCUPANCY STANDARDS.** [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**PREMISES.** The building or complex in which the dwelling unit is located including common areas and grounds.

**PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

**PUBLIC HOUSING AGENCY (PHA).** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

**QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998.** The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing.

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**SECRETARY.** The Secretary of Housing and Urban Development.

**SECURITY DEPOSIT.** A dollar amount which can be collected from the family by the PHA upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the PHA under the lease according to State or local law.

**SERVICEPERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**SINGLE PERSON.** A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a tenant family.

**SPOUSE.** The marriage partner of the head of the household.

**SUBSIDIZED DEVELOPMENT.** A multi-family housing development (with the exception of a development owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of a Public Housing Development.

**SUBSIDY STANDARDS.** Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**TENANT.** (Synonymous with resident) The person or persons who executes the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to the PHA.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**UNIT/HOUSING UNIT.** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to four bedrooms.

**UTILITIES.** Utilities means water, electricity, gas, trash collection and sewage services. Telephone service is not included as a utility.

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

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**VIOLENT CRIMINAL ACTIVITY.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**WAITING LIST.** A list of families organized according to HUD regulations and PHA policy that are waiting for an apartment to become available.

**WELFARE ASSISTANCE.** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments.

### **III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE**

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

**CITIZEN.** A citizen or national of the United States.

**EVIDENCE.** Evidence of citizenship or eligible immigration status means the documents that must be submitted to evidence citizenship or eligible immigration status.

**HA.** A housing authority- either a public housing agency or an Indian housing authority or both.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

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

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

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

**NONCITIZEN.** A person who is neither a citizen nor nation of the United States.

**PHA.** A housing authority who operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

**SPOUSE.** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

## Chapter 17 PROGRAM INTEGRITY ADDENDUM

### **INTRODUCTION**

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits that exceed their legal entitlement. The PHA is committed to assure that the proper level of benefits is paid to all tenants, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the PHA's policies for the prevention, detection and investigation of program abuse and tenant fraud.

### **A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

Under no circumstances will the PHA undertake an inquiry or an audit of a tenant family arbitrarily. The PHA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance and, when indicators of possible abuse come to the PHA's attention, to investigate such claims.

The PHA will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. The PHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a tenant family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.

Internal File Review. A follow-up will be made if PHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the PHA's knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation. A follow-up will be made if the PHA receives independent verification or documentation which conflicts with representations in the tenant file (such as public record information or credit bureau reports, reports from other agencies).

### **B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

Resident Counseling. The PHA will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

Tenant Certification. All family representatives will be required to sign a "Tenant Certification" form, as contained in HUD's Tenant Integrity Program Manual.

### **C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The PHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, each tenant file will be reviewed. Such reviews shall include, but are not limited to:

Changes in reported Social Security Numbers or dates of birth.

Authenticity of file Documents.

Ratio between reported income and expenditures.

Review of signatures for consistency with previously signed file documents.

Observation. The PHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins may be reviewed by Management and Staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

When an allegation is received by the PHA wherein unreported income sources are disclosed.

When a tenant's expenditures exceed his/her reported income, and no plausible explanation is given.

### **D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

The PHA staff will encourage all tenant families to report suspected abuse to the Executive Director. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The Executive Director or designee will not follow up on allegations which are vague or otherwise non-specific. The will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

If the subject of the allegation is a tenant of the PHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the PHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Executive Director or designee will initiate an investigation to determine if the allegation is true or false.

## **E. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If the PHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.

Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. A high standard of courtesy and professionalism will be maintained by the PHA Staff Person who conducts such interviews. Under no circumstances will

inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

**F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE PHA**

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will either be kept in the tenant file, or in a separate "work file." In either case, the tenant file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among PHA Staff unless they are involved in the process, or have information which may assist in the investigation.

**G. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

**H. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

The type of violation. (Procedural, non-compliance, fraud.)

Whether the violation was intentional or unintentional.

What amount of money (if any) is owed by the tenant.

Is the family eligible for continued occupancy.

**I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED**

Once a program violation has been documented, the PHA will propose the most appropriate remedy based upon the type and severity of the violation.

**Procedural Non-compliance**

This category applies when the tenant "fails to" observe a procedure or requirement of the PHA , but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment.

Failure to return verification in time period specified by the PHA .

Warning Notice to the Family. In such cases a notice will be sent to the family which contains the following:

A description of the non-compliance and the procedure, policy or obligation which was violated.

The date by which the violation must be corrected, or the procedure complied with.

The action which will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA.

### **Procedural Non-compliance - Retroactive Rent**

When the tenant owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Underpaid Rent. This Notice will contain the following:

A description of the violation and the date(s).

Any amounts owed to the PHA .

A ten day response period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Tenant Fails to Comply with PHA's Notice. If the Tenant fails to comply with the PHA's notice, and a material provision of the lease has been violated, the PHA will initiate termination of tenancy.

Tenant Complies with PHA's Notice. When a tenant complies the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated. The staff person will complete a Tenant Counseling Report, give one copy to the family and retain a copy in the tenant file.

### **Intentional Misrepresentations**

When a tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the tenant, the PHA will evaluate whether or not:

the tenant had knowledge that his/her actions were wrong, and

that the tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certification, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrong-doing.

The tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

An admission by the tenant of the misrepresentation.

That the act was done repeatedly.

If a false name or Social Security Number was used.

If there were admissions to others of the illegal action or omission.

That the tenant omitted material facts which were known to them (e.g., employment of self or other household member).

That the tenant falsified, forged or altered documents.

That the tenant uttered and certified to statements at a rent (re)determination which were later independently verified to be false.

### **The Tenant Conference for Serious Violations and Misrepresentations**

When the PHA has established that material misrepresentation(s) have occurred, a Tenant Conference will be scheduled with the family representative and the PHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the PHA. The purpose of such conference is to review the information and evidence obtained by the PHA with the tenant, and to provide the tenant an opportunity to explain any document findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by the PHA. The tenant will be given **[number]** days to furnish any mitigating evidence.

A secondary purpose of the Tenant Conference is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:

The duration of the violation and number of false statements.

The tenant's ability to understand the rules.

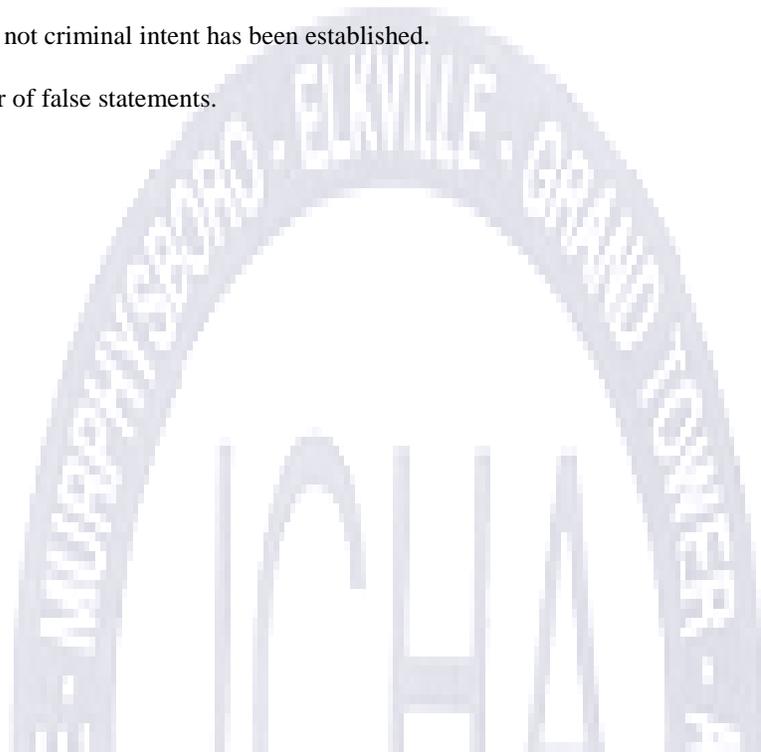
The tenant's willingness to cooperate, and to accept responsibility for his/her actions

The amount of money involved.

The tenant's past history

Whether or not criminal intent has been established.

The number of false statements.



Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

**Part I: Summary**

PHA Name: Jackson County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06PP05350109 Replacement Housing Factor Grant No: Date of CFPP:	FFY of Grant: 2009 FFY of Grant Approval:
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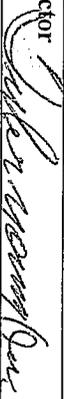
Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: Summary by Development Account	<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
			Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds		0			
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>		262,000			
3	1408 Management Improvements		100,000			
4	1410 Administration (may not exceed 10% of line 21)		131,000			
5	1411 Audit		0			
6	1415 Liquidated Damages		0			
7	1430 Fees and Costs		95,000			
8	1440 Site Acquisition		0			
9	1450 Site Improvement		0			
10	1460 Dwelling Structures		570,000			
11	1465.1 Dwelling Equipment—Nonexpendable		25,000			
12	1470 Non-dwelling Structures		7,500			
13	1475 Non-dwelling Equipment		0			
14	1485 Demolition		0			
15	1492 Moving to Work Demonstration		0			
16	1495.1 Relocation Costs		8,500			
17	1499 Development Activities <sup>4</sup>		0			

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>		<b>FFY of Grant: 2009</b>	
<b>PHA Name:</b> Jackson County Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: IL06P03550109 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant Approval:</b>	

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	0			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0			
19	1502 Contingency (may not exceed 8% of line 20)	98,000			
20	Amount of Annual Grant: (sum of lines 2 - 19)	1,310,000			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director		Date		Signature of Public Housing Director	
		03/26/2009			
				Date	

<sup>1</sup> To be completed for the Performance and Evaluation Report  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
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 Expires 4/30/2011

Part II: Supporting Pages

PHA Name: Jackson County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06P05350109 CFPP (Yes/No): Replacement Housing Factor Grant No:		Federal FFY of Grant: 2009			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work	
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>
AMP 1-8	Operations	1406		260,000			
AMP 1-8	Management Improvements	1408		100,000			
AMP 1-8	Administration	1410		131,000			
AMP 1-8	Professional Services	1430		95,000			
II.53-02/AMP 2	Code correction/add bedroom smoke detectors	1460		5,500			
II.53-05	Roof replacement, abatement	1460		75,000			
II.53-05	Roof replacement, abatement	1470		7,500			
II.53-06	Roof replacement, abatement	1460		70,000			
II.53-06	Roof replacement, abatement	1470		7,500			
II.53-09	Roof replacement, abatement	1460		75,000			
II.53-10/AMP 4	Code correction/add bedroom smoke detectors, brick repairs	1460		38,700			
II.53-11/AMP 7	Brick and concrete column repairs	1460		115,000			
II.53-14/AMP	Code correction/add bedroom smoke detectors	1460		4,300			
II.53-16/AMP	Code correction/add bedroom smoke detectors	1460		600			
AMP 1	Abatement, vacant unit repairs	1460		100,000			
AMP 3	Abatement, vacant unit repairs	1460		100,000			
AMP 4	Abatement, vacant unit repairs	1460		50,000			
AMP 1-8	Appliance replacement	1465		25,000			
AMP 1-8	Contingency	1502		49,900			

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.



Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

Part I: Summary

PHA Name: Jackson County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06P05350108 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant 2008 FFY of Grant Approval:
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Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/08	Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Obligated	Total Actual Cost <sup>1</sup>	
			Original	Revised <sup>2</sup>		Expended	
1	Total non-CFF Funds		0				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>		261,190	261,190	261,190		
3	1408 Management Improvements		100,000	75,000	30,000		
4	1410 Administration (may not exceed 10% of line 21)		130,950	130,950	130,950		
5	1411 Audit		0	0	0		
6	1415 Liquidated Damages		0	0	0		
7	1430 Fees and Costs		70,000	95,000	49,000		
8	1440 Site Acquisition		0	0	0		
9	1450 Site Improvement		0	0	0		
10	1460 Dwelling Structures		677,350	707,367	0		
11	1465.1 Dwelling Equipment - Nonexpendable		26,000	30,000	0		
12	1470 Non-dwelling Structures		0	0	0		
13	1475 Non-dwelling Equipment		0	0	0		
14	1485 Demolition		0	0	0		
15	1492 Moving to Work Demonstration		0	0	0		
16	1495.1 Relocation Costs		0	0	0		
17	1499 Development Activities <sup>4</sup>		0	0	0		

<sup>1</sup> To be completed for the Performance and Evaluation Report  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

**Part I: Summary**

PHA Name: Jackson County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06P05350108 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2008 FFY of Grant Approval:
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Type of Grant  
 Original Annual Statement  
 Reserve for Disasters/Emergencies  
 Performance and Evaluation Report for Period Ending: 12/31/08  
 Revised Annual Statement (revision no: )  
 Final Performance and Evaluation Report

Line	Summary by Development Account	Original	Total Estimated Cost Revised <sup>2</sup>	Obligated	Total Actual Cost <sup>1</sup>	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	44,017	0	0	0	0
20	Amount of Annual Grant:: (sum of lines 2 - 19)	1,309,507	1,309,507	471,140	0	0
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					

Signature of Executive Director: *[Signature]* Date: 03/26/2009  
 Signature of Public Housing Director: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

Part II: Supporting Pages

PHA Name: Jackson County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06P05350108 CFPP (Yes/ No): Replacement Housing Factor Grant No:		Federal FFY of Grant: 2008				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	Status of Work
AMMP 1-8	Operations	1406		261,190	261,190	261,190	0	In progress
AMMP 1-8	Management Improvements	1408		100,000	75,000	30,000	0	In progress
AMMP 1-8	Administration	1410		130,950	130,950	130,950	0	In progress
AMMP 1-8	Professional Services	1430		70,000	95,000	49,000	0	In progress
IL53-01/AMMP 1	Abatement, roofing, soffit, gutters	1460		167,350	430,000	0	0	Awaiting bid
IL53-02/AMMP 2	Abatement, roofing, siding	1460		145,000	17,367	0	0	Under design
IL53-02/AMMP 2	Repairs to vacant units	1460		40,000	0	0	0	Under design
IL53-03	Repairs to vacant units, Section 504	1460		50,000	50,000	0	0	Under design
IL53-07	Repairs to vacant units, Section 504	1460		40,000	40,000	0	0	Under design
IL53-08	Repairs to vacant units, Section 504	1460		40,000	40,000	0	0	Under design
IL53-10	Brick repairs	1460		25,000	0	0	0	Under design
IL53-10	Repairs to vacant units	1460		60,000	40,000	0	0	Under design
IL53-13	Demimumm Demolition	1460		30,000	30,000	0	0	Under design
IL53-13	Dwelling settlement repairs	1460		30,000	30,000	0	0	Under design
IL53-14	Repairs to vacant units	1460		50,000	30,000	0	0	Under design
IL53-01	Relocation	1495		0	10,000	0	0	Under design
AMMP 1-8	Appliance replacement	1465		26,000	30,000	0	0	
AMMP 1-8	Contingency	1502		44,017	0	0	0	

<sup>1</sup>To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup>To be completed for the Performance and Evaluation Report.



Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

11053302

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

Part I: Summary

PHA Name: Jackson County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06P05350107 Replacement Housing Factor Grant No: Date of CFPP:	FFY of Grant: 2007 FFY of Grant Approval:
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Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/08	Reserve for Disasters/Emergencies <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Obligated	Total Actual Cost <sup>1</sup>	
			Original	Revised <sup>2</sup>		Expended	
1	Total non-CFP Funds		0				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>		256,436	256,436	256,436	123,863.78	
3	1408 Management Improvements		100,000	100,000	100,000	25,102.17	
4	1410 Administration (may not exceed 10% of line 21)		128,218	128,218	128,218	128,218	
5	1411 Audit		0	0	0	0	
6	1415 Liquidated Damages		0	0	0	0	
7	1430 Fees and Costs		70,000	95,000	70,000	40,907.04	
8	1440 Site Acquisition		0	0	0	0	
9	1450 Site Improvement		0	0	0	0	
10	1460 Dwelling Structures		630,000	701,526	565,018.85	484,247.62	
11	1465.1 Dwelling Equipment—Nonexpendable		26,000	26,000	16,695	0	
12	1470 Non-dwelling Structures		0	0	0	0	
13	1475 Non-dwelling Equipment		0	0	0	0	
14	1485 Demolition		0	0	0	0	
15	1492 Moving to Work Demonstration		0	0	0	0	
16	1495.1 Relocation Costs		0	0	0	0	
17	1499 Development Activities <sup>4</sup>		0	0	0	0	

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>		FFY of Grant: 2007	
PHA Name: Jackson County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06P05350107 Replacement Housing Factor Grant No: Date of CFP:	FFY of Grant: 2007 FFY of Grant Approval: 2007	

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	71,526	0	0	0
20	Amount of Annual Grant: (sum of lines 2 - 19)	1,282,180	1,282,180	1,136,367.85	802,338.61
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director		Date	Signature of Public Housing Director		Date

<sup>1</sup> To be completed for the Performance and Evaluation Report  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.





Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

11053e02

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

**Part I: Summary**

PHA Name: Jackson County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06P05350106 Replacement Housing Factor Grant No: Date of CFPP:
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/08	<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds	0			
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	216,333	216,333	216,333	195,442.60
3	1408 Management Improvements	53,400	53,400	53,400	52,513.75
4	1410 Administration (may not exceed 10% of line 21)	124,331.90	124,331.90	124,331.90	124,331.90
5	1411 Audit	0	0	0	0
6	1415 Liquidated Damages	0	0	0	0
7	1430 Fees and Costs	70,000	71,038.47	71,038.47	71,038.47
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	0	0	0	0
10	1460 Dwelling Structures	6,500.00	6,500.00	6,500.00	6,500.00
11	1465.1 Dwelling Equipment—Nonexpendable	779,487.10	778,448.63	778,448.63	771,795.41
12	1470 Non-dwelling Structures	0	0	0	0
13	1475 Non-dwelling Equipment	0	0	0	0
14	1485 Demolition	0	0	0	0
15	1492 Moving to Work Demonstration	0	0	0	0
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities <sup>4</sup>	0	0	0	0

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

Part I: Summary

PHA Name: Jackson County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06P05350106 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2006 FFY of Grant Approval:
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Type of Grant  
 Original Annual Statement  
 Performance and Evaluation Report for Period Ending: 12/31/08  
 Reserve for Disasters/Emergencies  
 Revised Annual Statement (revision no: )  
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	0	0	0	0
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0	0	0
19	1502 Contingency (may not exceed 8% of line 20)	0	0	0	0
20	Amount of Annual Grant: (sum of lines 2 - 19)	1,280,052	1,280,052	1,280,052	1,251,622.13
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director: *[Signature]* Date: 03/24/2009  
 Signature of Public Housing Director: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>1</sup> To be completed for the Performance and Evaluation Report  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> RHF funds shall be included here.





**Capital Fund Program—Five-Year Action Plan**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 4/30/2011

<b>Part I: Summary</b>						
PHA Name/Number		Locality (City/County & State)			<input checked="" type="checkbox"/> Original 5-Year Plan	<input type="checkbox"/> Revision No:
A.	Development Number and Name	Work Statement for Year 1 FFY _2009_	Work Statement for Year 2 FFY _2010_	Work Statement for Year 3 FFY __2011__	Work Statement for Year 4 FFY __2012__	Work Statement for Year 5 FFY __2013__
B.	Physical Improvements Subtotal	Annual Statement	660,000	670,000	665,000	675,000
C.	Management Improvements		100,000	100,000	100,000	100,000
D.	PHA-Wide Non-dwelling Structures and Equipment		25,000	25,000	25,000	25,000
E.	Administration		131,000	131,000	131,000	131,000
F.	Other		132,000	122,000	127,000	117,000
G.	Operations		262,000	262,000	262,000	262,000
H.	Demolition		0	0	0	0
I.	Development		0	0	0	0
J.	Capital Fund Financing – Debt Service		0	0	0	0
K.	Total CFP Funds		1,310,000	1,310,000	1,310,000	1,310,000
L.	Total Non-CFP Funds					
M.	Grand Total					



<b>Part II: Supporting Pages – Physical Needs Work Statement(s)</b>						
Work Statement for Year 1 FFY <u>2009</u>	Work Statement for Year <u>4</u> FFY <u>2012</u>			Work Statement for Year: <u>5</u> FFY <u>2013</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	PHA wide 1406		262,000	PHA wide 1406		262,000
Annual	PHA wide 1408.		100,000	PHA wide 1408.		100,000
Statement	PHA wide 1410		131,000	PHA wide 1410		131,000
	PHA wide 1430		80,000	PHA wide 1430		75,000
	PHA wide 1465		25,000	PHA wide 1465		25,000
	IL53-01 AMP 1 1460		150,000	IL53-02 AMP 2 1460		50,000
	IL53-02 AMP 2 1460		10,000	IL53-03 AMP 3 1460		75,000
	IL53-03 AMP 3 1460		150,000	IL53-07 AMP 5 1460		75,000
	IL53-04 AMP 2 1460		15,000	IL53-08 AMP 6 1460		75,000
	IL53-05 AMP 4 1460		50,000	IL53-10 AMP 4 1460		75,000
	IL53-06 AMP 1 1460		25,000	IL53-11 AMP 7 1460		75,000
	IL53-07 AMP 5 1460		25,000	IL53-13 AMP 3 1460		15,000
	IL53-08 AMP 6 1460		25,000	IL53-14 AMP 4 1460		152,000
	IL53-10 AMP 4 1460		75,000	IL53-16 AMP 8 1460		25,000
	IL53-11 AMP 7 1460		70,000	IL53-17 AMP 2 1460		25,000
	IL53-13 AMP 3 1460		25,000	IL53-19 AMP 3 1460		25,000
	IL53-14 AMP 4 1460		50,000	IL53-21 AMP 4 1460		25,000
	IL53-16 AMP 8 1460		25,000	IL53-22 AMP 8 1460		25,000
	IL53-17 AMP 2 1460		17,000			
	Subtotal of Estimated Cost		1,310,000	Subtotal of Estimated Cost		1,310,000

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

11053902

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

Part I: Summary

PHA Name: Jackson County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06S05350109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2009 FFY of Grant Approval:
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Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no: Final Performance and Evaluation Report	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
				Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds						
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>						
3	1408 Management Improvements						
4	1410 Administration (may not exceed 10% of line 21)						
5	1411 Audit						
6	1415 Liquidated Damages						
7	1430 Fees and Costs			155,000.00			
8	1440 Site Acquisition						
9	1450 Site Improvement			100,000.00			
10	1460 Dwelling Structures			1,382,577.00			
11	1465.1 Dwelling Equipment—Nonexpendable			20,000.00			
12	1470 Non-dwelling Structures						
13	1475 Non-dwelling Equipment						
14	1485 Demolition						
15	1492 Moving to Work Demonstration						
16	1495.1 Relocation Costs						
17	1499 Development Activities <sup>4</sup>						

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>		<b>FFY of Grant: 2009</b>	
PHA Name: Jackson County Housing Authority	Grant Type and Number Capital Fund Program Grant No: IL06S05350109 Replacement Housing Factor Grant No: Date of CRFP:	FFY of Grant Approval:	

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 - 19)	1,657,577.00			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director		Date 02/26/2009	Signature of Public Housing Director		Date

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Date]*

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CRFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.







