



5.2

**Goals and Objectives.** 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.

PHA Goal: Expand the supply of assisted housing

Objectives:

- Apply for additional rental vouchers:
- Reduce public housing vacancies:
- Leverage private or other public funds to create additional housing opportunities:
- Acquire or build units or developments;
- Other (list below)
  - Apply for Hope VI Funding
  - Apply for Tax Credits

PHA Goal: Improve the quality of assisted housing

Objectives:

- Improve public housing management: (PHAS score);
- Improve voucher management: (SEMAP score);
- Increase customer satisfaction:
- Concentrate on efforts to improve specific management functions:
  - (e.g., public housing finance; voucher unit inspections)
- Renovate or modernize public housing units:
- Demolish or dispose of obsolete public housing:
- Provide replacement public housing:
- Provide replacement vouchers:

PHA Goal: Increase assisted housing choices

Objectives:

- Conduct outreach efforts to potential voucher landlords;
- Increase participation in the HCV homeownership program;
- Implement public housing or other homeownership programs in compliance with Section 32;
  - THA, through its' non-profit has purchased, renovated and sold three homes.

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

PHA Goal: Provide an improved living environment

Objectives:

- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- Implement public housing security improvements:
- Designate developments or buildings for particular resident groups (elderly, persons with disabilities);
- Other: Landscape Master Plan to improve site appearance.

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

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

Objectives:

- Increase the number and percentage of employed persons in assisted families:
- Provide or coordinate supportive services to improve residents employability:
- Provide or coordinate supportive services to increase independence for the elderly or persons with disabilities.

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

PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

- Undertake affirmative measures to promote access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
- Undertake affirmative measures to promote accessible housing for persons with different disabilities.
- Other: (list below) Provide a discrimination free environment.

6.0	<p><b>PHA Plan Update</b></p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:</p> <ul style="list-style-type: none"> <li>• Site-based waiting list will be used for all public housing developments</li> <li>• ACOP</li> <li>• Section 8 Administrative Plan</li> <li>• CFP Budgets revised to include Branscomb Community Center and Administration Building</li> </ul> <p>(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.</p> <ul style="list-style-type: none"> <li>• Rosedale Court, 2808 10<sup>th</sup> Avenue, Tuscaloosa, Alabama 35405</li> </ul>																																				
	<p><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></p> <p>THA has received a HOPE VI revitalization grant for McKenzie Apartments in which activities pursuant to the approved Revitalization Plan are underway. THA plans to apply for a HOPE VI Revitalization grant in the Plan year for Rosedale Court and Rosedale Annex. In addition THA plans to dispose of Delaware Jackson</p> <p>T HA plans to conduct demolition/disposition activities pursuant to section 18 of the U.S. Housing Act of 1937 in the plan Fiscal Year:</p> <table border="1" data-bbox="240 772 1497 999"> <tr><th colspan="2">Demolition/Disposition Activity Description</th></tr> <tr><td>1 a. Development Name:</td><td>Rosedale Court and Rosedale Annex</td></tr> <tr><td>1 b. Development (project ) number</td><td>AL077 000 001</td></tr> <tr><td>2. Application status</td><td>Planned Application</td></tr> <tr><td>3. Date of Application</td><td>11/17/09</td></tr> <tr><td>4. Number of Units affected</td><td>Total Development (188 Units)</td></tr> <tr><td>5. Timeline for activity:</td><td></td></tr> <tr><td>    a. Actual or projected start date of activity:</td><td>June 2010</td></tr> <tr><td>    b. Projected end date of activity:</td><td>September 2014</td></tr> </table> <table border="1" data-bbox="240 1075 1497 1302"> <tr><th colspan="2">Demolition/Disposition Activity Description</th></tr> <tr><td>1 a. Development Name:</td><td>Delaware-Jackson Apartments</td></tr> <tr><td>1 b. Development (project ) number</td><td>AL077 000 008</td></tr> <tr><td>2. Application status</td><td>Approved</td></tr> <tr><td>3. Date of Application</td><td>10/23/2008</td></tr> <tr><td>4. Number of Units affected</td><td>Total Development</td></tr> <tr><td>5. Timeline for activity:</td><td></td></tr> <tr><td>    a. Actual or projected start date of activity:</td><td>July 2009</td></tr> <tr><td>    b. Projected end date of activity:</td><td>February 2010</td></tr> </table>	Demolition/Disposition Activity Description		1 a. Development Name:	Rosedale Court and Rosedale Annex	1 b. Development (project ) number	AL077 000 001	2. Application status	Planned Application	3. Date of Application	11/17/09	4. Number of Units affected	Total Development (188 Units)	5. Timeline for activity:		a. Actual or projected start date of activity:	June 2010	b. Projected end date of activity:	September 2014	Demolition/Disposition Activity Description		1 a. Development Name:	Delaware-Jackson Apartments	1 b. Development (project ) number	AL077 000 008	2. Application status	Approved	3. Date of Application	10/23/2008	4. Number of Units affected	Total Development	5. Timeline for activity:		a. Actual or projected start date of activity:	July 2009	b. Projected end date of activity:	February 2010
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8.0	<p><b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.</p>																																				
8.1	<p><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. <b>TEMPLATE ATTACHED</b></p>																																				
8.2	<p><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. <b>TEMPLATE ATTACHED</b></p>																																				
8.3	<p><b>Capital Fund Financing Program (CFFP).</b></p> <p><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>TEMPLATE ATTACHED</b></p>																																				

**Housing Needs.** 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.

9.0

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
Income <= 30% of AMI	4,575	5	3	3	4	4	3
Income >30% but <=50% of AMI	2,326	3	3	3	3	4	3
Income >50% but <80% of AMI	1,058	3	2	2	2	3	2
Elderly	1,522	5	4	4	5	4	4
Families with Disabilities	780	5	4	3	5	4	4
White	3,316	4	4	3	2	3	3
Black	1,160	4	4	3	2	3	3
Hispanic	70	5	4	3	2	3	3
Race/Ethnicity							

**Strategy for Addressing Housing Needs.** Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.**

9.1

- 1) Reduce turnover time for vacated public housing units;
- 2) Reduce time to renovate public housing units;
- 3) Apply for additional Section 8 Vouchers should they become available;
- 4) Participate in the Consolidated Plan development process to promote coordination with broader community strategies;
- 5) Apply for special-purpose vouchers targeted to the elderly, should they become available;
- 6) Apply for special-purpose vouchers targeted to families with disabilities, should they become available.

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. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p> <p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p><b>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5- Year Plan.</b></p> <p>We continue to work toward meeting our mission of providing affordable housing for all families needing assistance. With the current economic situation facing our nation this becomes an even more important goal as we face limited resources and increased need. We have worked to establish active viable resident organizations to keep a line of communication open with each neighborhood we manage.</p> <p>In our efforts to expand assisted housing we have applied for and received additional vouchers where available, for example the VASH program. We have received three grant awards via Shelter Plus Care for an additional 21 slots. We leveraged our HOPE VI award to apply for and receive two tax credit awards for the HOPE VI project. We continue to look at means to acquire additional units including applying for additional tax credit awards and other units as they become available.</p> <p>We continue to work to maintain high performer status in SEMAP. We are selling one development in order to build new housing for our families. We continue to make advances in our Section 8 and public housing homeownership programs. We also have improved our rent roll by housing higher income residents who pay more rent and implemented tighter admission standards to assist in weeding out troubled applicants before they are housed. Our FSS programs have grown in public housing and Section 8 and we see more interest in the programs and more success as families graduate to homeownership. We have improved the supportive services offered through VASH and the S+C program as both join supportive services to the housing provided by THA.</p> <p><b>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</b></p> <p><b>Substantial Deviation from the 5-year Plan:</b></p> <p>A “Substantial Deviation” from the 5-Year Plan is an overall change in the direction of the Authority pertaining to the Authority’s Goals and Objectives. This includes changing the Authority’s Goals and Objectives.</p> <p><b>Significant Amendment or Modification to the Annual Plan:</b></p> <p>A “Significant Amendment or Modification” to the Annual Plan is a change in a policy or policies pertaining to the operation of the Authority. This includes the following:</p> <ul style="list-style-type: none"> <li>• Additions of non-emergency work items over \$100,000 (items not included in the current Annual Statement or 5-Year Action Plan) or change in use of replacement reserve funds under the Capital Fund.</li> <li>• Any change with regard to demolition or disposition, designation, homeownership programs or conversion activities, that affects 10 or more units.</li> </ul> <p>Any change that is the direct result of or required for compliance with any change in federal or state regulation shall NOT be considered a Significant Amendment to the Annual Plan, even if it involves one of the above areas.</p>
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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>
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, 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.

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

<b>PHA Name:</b> Housing Authority of the City of Tuscaloosa	<b>Grant Type and Number:</b> Capital Fund Program Grant No: <b>AL09P07750107</b> Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> <b>2007</b>
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Original Annual Statement     Reserve for Disasters/Emergencies     Revised Annual Statement (Revision Number: 2 )  
 Performance and Evaluation Report for Period Ending:     Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CGP Funds	\$0.00	\$0.00	\$0.00	\$0.00
2	1406 Operations	\$447,627.00	\$447,627.00	\$447,627.00	\$447,627.00
3	1408 Management Improvements	\$180,000.00	\$48,485.38	\$48,485.38	\$48,485.38
4	1410 Administration	\$200,000.00	\$331,514.62	\$331,514.62	\$331,514.62
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$1,210,508.00	\$1,210,508.00	\$1,210,508.00	\$1,210,508.00
11	1465.1 Dwelling Equipment - Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities	\$0.00	\$0.00	\$0.00	\$0.00
19	1501 Collateralization or Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
20	1502 Contingency	\$0.00	\$0.00	\$0.00	\$0.00
21	Amount of Annual Grant (Sum of lines 2 - 19)	\$2,238,135.00	\$2,238,135.00	\$2,238,135.00	\$2,238,135.00
22	Amount of line 21 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 21 Related to Section 504 Compliance	\$0.00	\$0.00	\$0.00	\$0.00
24	Amount of line 21 Related to Security -- Soft Costs	\$20,000.00	\$0.00	\$0.00	\$0.00
25	Amount of line 21 Related to Security -- Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00
26	Amount of line 21 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00

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

PHA Name:		Grant Type and Number:				Federal FY of Grant:		
Housing Authority of the City of Tuscaloosa		Capital Fund Program Grant No:		AL09P07750107		2007		
		Replacement Housing Factor Grant No:						
Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<b>Operations</b>							
PHA-Wide	Modernization Funds for Operations	1406	LS	\$447,627.00	\$447,627.00	\$447,627.00	\$447,627.00	100%
	<b>Subtotal -- Account 1406</b>			<b>\$447,627.00</b>	<b>\$447,627.00</b>			
	<b>Management Improvements</b>							
PHA-Wide	Resident Programs	1408	LS	\$90,000.00	\$38,485.38	\$38,485.38	\$38,485.38	100%
PHA-Wide	Computer System Upgrades	1408	LS	\$60,000.00	\$0.00			
PHA-Wide	Security Initiatives	1408	LS	\$20,000.00	\$0.00			
PHA-Wide	Staff Training	1408	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	100%
	<b>Subtotal -- Account 1408</b>			<b>\$180,000.00</b>	<b>\$48,485.38</b>			

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part II: Supporting Pages

PHA Name:		Grant Type and Number:				Federal FY of Grant:		
Housing Authority of the City of Tuscaloosa		Capital Fund Program Grant No:		AL09P07750107		2007		
		Replacement Housing Factor Grant No:						
Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<b>Administration</b>							
PHA-Wide	Pay Salaries and Benefits for CFP-Related Personnel	1410	LS	\$200,000.00	\$331,514.62	\$331,514.62	\$331,514.62	100%
	<b>Subtotal -- Account 1410</b>			<b>\$200,000.00</b>	\$331,514.62			
	<b>Fees and Costs</b>							
PHA-Wide	Architectural, Engineering and Consulting Fees	1430	LS	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	100%
	<b>Subtotal -- Account 1430</b>			<b>\$200,000.00</b>				
	<b>Dwelling Structures</b>							
AL 077-004	Demolition of Existing Roofs	1460	30 Units	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	100%
AL 077-004	New Trusses	1460	30 Units	\$16,500.00	\$16,500.00	\$16,500.00	\$16,500.00	100%
AL 077-004	New Decking	1460	30 Units	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	100%

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part II: Supporting Pages

PHA Name:		Grant Type and Number:				Federal FY of Grant:		
Housing Authority of the City of Tuscaloosa		Capital Fund Program Grant No:		AL09P07750107		2007		
		Replacement Housing Factor Grant No:						
Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<b>Dwelling Structures (continued)</b>							
AL 077-004	New Concrete Porches	1460	30 Units	\$42,000.00	\$42,000.00	\$42,000.00	\$42,000.00	100%
AL 077-004	New Porch Columns	1460	30 Units	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	100%
AL 077-004	Vinyl Siding	1460	30 Units	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	100%
AL 077-004	Vinyl Shutters	1460	30 Units	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	100%
AL 077-004	Cement Board Ceilings	1460	30 Units	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	100%
AL 077-004	New AR Shingles	1460	30 Units	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	100%
AL 077-004	Landscaping	1460	30 Units	\$27,008.00	\$27,008.00	\$27,008.00	\$27,008.00	100%
AL 077-010	Demolition of Existing Building Components to Allow for the Modernization of the Unit	1460	22 Units	\$44,000.00	\$44,000.00	\$44,000.00	\$44,000.00	100%
AL 077-010	Concrete Work	1460	22 Units	\$44,000.00	\$44,000.00	\$44,000.00	\$44,000.00	100%

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part II: Supporting Pages

PHA Name:		Grant Type and Number:				Federal FY of Grant:		
Housing Authority of the City of Tuscaloosa		Capital Fund Program Grant No:		AL09P07750107		2007		
		Replacement Housing Factor Grant No:						
Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<b>Dwelling Structures (continued)</b>							
AL 077-010	Framing	1460	22 Units	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	100%
AL 077-010	Install New Brick Veneer	1460	22 Units	\$75,000.00	\$75,000.00	75,000.00	\$75,000.00	100%
AL 077-010	Roofing Repair and Replacement	1460	22 Units	\$52,800.00	\$52,800.00	\$52,800.00	\$52,800.00	100%
AL 077-010	Replace Windows and Screens	1460	22 Units	\$77,000.00	\$77,000.00	\$77,000.00	\$77,000.00	100%
AL 077-010	Replace Doors	1460	22 Units	\$41,250.00	\$41,250.00	\$41,200.00	\$41,200.00	100%
AL 077-010	Replace/Upgrade HVAC	1460	22 Units	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	100%
AL 077-010	Replace/Upgrade Plumbing	1460	22 Units	\$88,000.00	\$88,000.00	\$88,000.00	\$88,000.00	100%
AL 077-010	Replace/Upgrade Electrical	1460	22 Units	\$79,200.00	\$79,200.00	\$79,200.00	\$79,200.00	100%
AL 077-010	Replace Cabinets	1460	22 Units	\$66,000.00	\$66,000.00	\$66,000.00	\$66,000.00	100%
AL 077-010	Replace Flooring	1460	22 Units	\$46,200.00	\$46,200.00	\$46,200.00	\$46,200.00	100%

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part II: Supporting Pages

PHA Name:		Grant Type and Number:				Federal FY of Grant:		
Housing Authority of the City of Tuscaloosa		Capital Fund Program Grant No:		AL09P07750107		2007		
		Replacement Housing Factor Grant No:						
Development Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<b>Dwelling Structures (continued)</b>							
AL 077-010	Replace Tub Surround	1460	12 Units	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	100%
AL 077-010	Drywall Repair and Replacement	1460	22 Units	\$66,000.00	\$66,000.00	\$66,000.00	\$66,000.00	100%
AL 077-010	Painting	1460	22 Units	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	100%
AL 077-010	Install Sprinkler System	1460	22 Units	\$68,750.00	\$68,750.00	\$68,750.00	\$68,750.00	100%
AL 077-010	Replace/Install Vinyl Siding	1460	22 Units	\$35,200.00	\$35,200.00	\$35,200.00	\$35,200.00	100%
	<b>Subtotal -- Account 1460</b>			<b>\$1,210,508.00</b>	<b>\$1,210,508.00</b>			
	<b>Contingency</b>							
PHA-Wide	Contingency Costs Related to Modernization	1502	LS	\$0.00				Funds Programmed into Work Items
	<b>Subtotal -- Account 1502</b>			<b>\$0.00</b>				

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part III: Implementation Schedule

PHA Name:		Grant Type and Number:					Federal FY of Grant:
Housing Authority of the City of Tuscaloosa		Capital Fund Program Grant No:			AL09P07750107		2007
Replacement Housing Factor Grant No:							
Development Number / Name HA - Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA -Wide 1406	09/12/09	06/09/09	06/09/09	09/12/11	06/09/09	06/09/09	
PHA-Wide 1408	09/12/09	06/09/09	06/09/09	09/12/11	06/09/09	06/09/09	
PHA-Wide 1410	09/12/09	06/09/09	06/09/09	09/12/11	06/09/09	10/23/09	Expended '06 leftover funds
PHA-Wide 1430	09/12/09	06/09/09	06/09/09	09/12/11	06/09/09	06/09/09	
AL 077-004 -- 1460	09/12/09	06/09/09	06/09/09	09/12/11	06/09/09	06/09/09	
AL 077-010 -- 1460	09/12/09	06/09/09	06/09/09	09/12/11	06/09/09	06/09/09	

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

<b>PHA Name:</b> Housing Authority of the City of Tuscaloosa	<b>Grant Type and Number:</b> Capital Fund Program Grant No: <b>AL09P07750108</b> Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b>  <b>2008</b>
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Original Annual Statement     Reserve for Disasters/Emergencies     Revised Annual Statement (Revision Number: 2 )  
 Performance and Evaluation Report for Period Ending:     Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CGP Funds	\$0.00	\$0.00	\$0.00	\$0.00
2	1406 Operations	\$447,627.00	\$447,627.00	\$447,627.00	\$447,627.00
3	1408 Management Improvements	\$430,000.00	\$42,507.18	\$42,507.18	\$33,009.99
4	1410 Administration	\$223,813.00	\$223,813.00	\$223,813.00	\$5,169.45
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$190,000.00	\$274,184.61	\$274,184.61	\$274,184.61
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$550,721.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$446,500.00	\$1,300,724.21	\$1,300,724.21	\$1,197,115.64
11	1465.1 Dwelling Equipment - Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities	\$0.00	\$0.00	\$0.00	\$0.00
19	1501 Collateralization or Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
20	1502 Contingency	\$195.00	\$0.00	\$0.00	\$0.00
21	Amount of Annual Grant (Sum of lines 2 - 19)	\$2,288,856.00	\$2,288,856.00	\$2,288,856.00	\$1,957,106.69
22	Amount of line 21 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 21 Related to Section 504 Compliance	\$0.00	\$0.00	\$0.00	\$0.00
24	Amount of line 21 Related to Security -- Soft Costs	\$20,000.00	\$0.00	\$0.00	\$0.00
25	Amount of line 21 Related to Security -- Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00
26	Amount of line 21 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00

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

PHA Name:		Grant Type and Number:				Federal FY of Grant:		
Housing Authority of the City of Tuscaloosa		Capital Fund Program Grant No:		AL09P07750108		2008		
Replacement Housing Factor Grant No:								
AMP Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
<b>Operations</b>								
PHA-Wide	Modernization Funds for Operations	1406	LS	\$447,627.00	\$447,627.00			
	<b>Subtotal -- Account 1406</b>			<b>\$447,627.00</b>	<b>\$447,627.00</b>	<b>\$447,627.00</b>	<b>\$447,627.00</b>	<b>100%</b>
<b>Management Improvements</b>								
PHA-Wide	Resident Services Programs	1408	LS	\$340,000.00	\$42,507.18			
PHA-Wide	Computer System Upgrades	1408	LS	\$60,000.00	\$0.00			
PHA-Wide	Security Initiatives	1408	LS	\$20,000.00	\$0.00			
PHA-Wide	Staff Training	1408	LS	\$10,000.00	\$0.00			
	<b>Subtotal -- Account 1408</b>			<b>\$430,000.00</b>	<b>\$42,507.18</b>	<b>\$42,507.18</b>	<b>\$33,009.99</b>	<b>78%</b>

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part II: Supporting Pages

PHA Name:		Grant Type and Number:				Federal FY of Grant:		
Housing Authority of the City of Tuscaloosa		Capital Fund Program Grant No:		AL09P07750108		2008		
Replacement Housing Factor Grant No:								
AMP Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<b>Administration</b>							
PHA-Wide	Pay Salaries and Benefits for CFP-Related Personnel	1410	LS	\$223,813.00	\$223,813.00			
	<b>Subtotal -- Account 1410</b>			<b>\$223,813.00</b>	\$223,813.00	\$223,813.00	\$5,169.45	2%
	<b>Fees and Costs</b>							
PHA-Wide	Architectural, Engineering and Consulting Fees	1430	LS	\$190,000.00	\$274,184.61			
	<b>Subtotal -- Account 1430</b>			<b>\$190,000.00</b>	\$274,184.61	\$274,184.61	\$274,184.61	100%

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

PHA Name:		Grant Type and Number:				Federal FY of Grant:		
Housing Authority of the City of Tuscaloosa		Capital Fund Program Grant No:		AL09P07750108		2008		
		Replacement Housing Factor Grant No:						
AMP Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<b>Site Improvements</b>							
AL077000009P	Lanscaping improvements to enhance curb appeal	1450	LS	\$300,721.00	\$0.00			
AL077000009P	Repair and add additional parking	1450	LS	\$250,000.00	\$0.00			
	<b>Subtotal -- Account 1450</b>			<b>\$550,721.00</b>	<b>\$0.00</b>			
	<b>Dwelling Structures</b>							
AL077000010P	Comprehensive renovations to 97 dwellings	1460	LS	\$1,197,115.64	\$1,300,724.21	\$1,300,724.21	\$1,197,115.64	92%
	<b>Contingency</b>							
PHA-Wide	Contingency Costs Related to Modernization	1502	LS	\$195.00	\$195.00	\$0.00	\$0.00	
	<b>Subtotal -- Account 1502</b>			<b>\$195.00</b>	<b>\$0.00</b>			

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

<b>PHA Name:</b> Housing Authority of the City of Tuscaloosa		<b>Grant Type and Number:</b> Capital Fund Program Grant No: <b>AL09P07750108</b> Replacement Housing Factor Grant No:				<b>Federal FY of Grant:</b> <b>2008</b>		
AMP Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

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

<b>PHA Name:</b> Housing Authority of the City of Tuscaloosa	<b>Grant Type and Number:</b> Capital Fund Program Grant No: <b>AL09P07750108</b> Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> <b>2008</b>
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AMP Number / Name HA - Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA -Wide 1406	06/12/10	06/09/09	06/09/09	06/12/12	06/09/10	06/09/09	
PHA-Wide 1408	06/12/10	06/09/09	06/09/09	06/12/12	06/09/10		
PHA-Wide 1410	06/12/10	06/09/09	06/09/09	06/12/12	06/09/10		
PHA-Wide 1430	06/12/10	06/09/09	06/09/09	06/12/12	06/09/10	06/09/09	
AL077000009P -- 1450	06/12/10	06/09/09	06/09/09				
AL077000010P -- 1460	06/12/10	06/09/09	06/09/09	06/12/12	04/30/11		

# Capital Fund Program Five-Year Action Plan

## Part I: Summary

PHA Name: Housing Authority of the City of Tuscaloosa				[ <input checked="" type="checkbox"/> ] Original 5-Year Plan [ <input type="checkbox"/> ] Revision No:	
AMP Number / Name HA - Wide	Year 1 [See Annual Statement]	Work Statement for Year 2 FFY Grant: 2009 PHA FY: 2010	Work Statement for Year 3 FFY Grant: 2010 PHA FY: 2011	Work Statement for Year 4 FFY Grant: 2011 PHA FY: 2012	Work Statement for Year 5 FFY Grant: 2012 PHA FY: 2013
PHA-Wide		\$1,166,535	\$1,166,535	\$1,189,135	\$1,185,635
AL077000010P		\$1,071,600	\$1,071,600	\$446,500	\$0
AL077000005P		\$0	\$0	\$602,500	\$202,500
AL077000009P		\$0	\$0	\$0	\$500,000
AL077000001P		\$0	\$0	\$0	\$350,000
CFP Funds Listed for 5-Year Planning		\$2,238,135	\$2,238,135	\$2,238,135	\$2,238,135
Replacement Housing Factor Funds					

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

Year 1 [See Annual Statement]	Activities for Year: 2 FFY Grant: 2009 PHA FY: 2010			Activities for Year: 3 FFY Grant: 2010 PHA FY: 2011		
	AMP Name/Number	Major Work Categories	Estimated Cost	AMP Name/Number	Major Work Categories	Estimated Cost
	PHA-Wide 1406	Modernization Funds for Operations	\$447,627	PHA-Wide 1406	Modernization Funds for Operations	\$447,627
	PHA-Wide 1408	Resident Programs	\$215,095	PHA-Wide 1408	Resident Programs	\$215,095
	PHA-Wide 1408	Computer System Upgrades	\$50,000	PHA-Wide 1408	Computer System Upgrades	\$50,000
	PHA-Wide 1408	Security Initiatives	\$20,000	PHA-Wide 1408	Security Initiatives	\$20,000
	PHA-Wide 1408	Staff Training	\$10,000	PHA-Wide 1408	Staff Training	\$10,000
	PHA-Wide 1410	Pay Salaries and Benefits for CFP-Related Personnel	\$223,813	PHA-Wide 1410	Pay Salaries and Benefits for CFP-Related Personnel	\$223,813
	PHA-Wide 1430	Architectural, Engineering and Consulting Fees	\$200,000	PHA-Wide 1430	Architectural, Engineering and Consulting Fees	\$200,000
	AL077000010P (24 Units)	Demolition of Existing Building Components to Allow for the Modernization of the Unit (1460)	\$48,000	AL077000010P (24 Units)	Demolition of Existing Building Components to Allow for the Modernization of the Unit (1460)	\$48,000
	AL077000010P	Concrete Work (1460)	\$48,000	AL077000010P	Concrete Work (1460)	\$48,000
	AL077000010P	Framing (1460)	\$24,000	AL077000010P	Framing (1460)	\$24,000
	AL077000010P	Install New Brick Veneer (1460)	\$81,600	AL077000010P	Install New Brick Veneer (1460)	\$81,600
	AL077000010P	Roofing Repair and Replacement (1460)	\$57,600	AL077000010P	Roofing Repair and Replacement (1460)	\$57,600

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

Year 1 [See Annual Statement]	Activities for Year: 2 FFY Grant: 2009 PHA FY: 2010			Activities for Year: 3 FFY Grant: 2010 PHA FY: 2011		
	AMP Name/Number	Major Work Categories	Estimated Cost	AMP Name/Number	Major Work Categories	Estimated Cost
	AL077000010P	Replace Windows and Screens (1460)	\$84,000	AL077000010P	Replace Windows and Screens (1460)	\$84,000
	AL077000010P	Replace Doors (1460)	\$45,000	AL077000010P	Replace Doors (1460)	\$45,000
	AL077000010P	Replace/Upgrade HVAC (1460)	\$120,000	AL077000010P	Replace/Upgrade HVAC (1460)	\$120,000
	AL077000010P	Replace/Upgrade Plumbing (1460)	\$96,000	AL077000010P	Replace/Upgrade Plumbing (1460)	\$96,000
	AL077000010P	Replace/Upgrade Electrical (1460)	\$86,400	AL077000010P	Replace/Upgrade Electrical (1460)	\$86,400
	AL077000010P	Replace Cabinets (1460)	\$72,000	AL077000010P	Replace Cabinets (1460)	\$72,000
	AL077000010P	Replace Flooring (1460)	\$50,400	AL077000010P	Replace Flooring (1460)	\$50,400
	AL077000010P	Replace Tub Surround (1460)	\$13,200	AL077000010P	Replace Tub Surround (1460)	\$13,200
	AL077000010P	Drywall Repair and Replacement (1460)	\$72,000	AL077000010P	Drywall Repair and Replacement (1460)	\$72,000
	AL077000010P	Painting (1460)	\$60,000	AL077000010P	Painting (1460)	\$60,000
	AL077000010P	Install Sprinkler System (1460)	\$75,000	AL077000010P	Install Sprinkler System (1460)	\$75,000
	AL077000010P	Replace/Install Vinyl Siding (1460)	\$38,400	AL077000010P	Replace/Install Vinyl Siding (1460)	\$38,400
	<b>Total CFP Estimated Cost</b>		<b>\$2,238,135</b>	<b>Total CFP Estimated Cost</b>		<b>\$2,238,135</b>

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

Year 1 [See Annual Statement]	Activities for Year: 4 FFY Grant: 2011 PHA FY: 2012			Activities for Year: 5 FFY Grant: 2012 PHA FY: 2013		
	AMP Name/Number	Major Work Categories	Estimated Cost	AMP Name/Number	Major Work Categories	Estimated Cost
	PHA-Wide 1406	Modernization Funds for Operations	\$447,627	PHA-Wide 1406	Modernization Funds for Operations	\$447,627
	PHA-Wide 1408	Resident Programs	\$237,695	PHA-Wide 1408	Resident Programs	\$234,195
	PHA-Wide 1408	Computer System Upgrades	\$50,000	PHA-Wide 1408	Computer System Upgrades	\$50,000
	PHA-Wide 1408	Security Initiatives	\$20,000	PHA-Wide 1408	Security Initiatives	\$20,000
	PHA-Wide 1408	Staff Training	\$10,000	PHA-Wide 1408	Staff Training	\$10,000
	PHA-Wide 1410	Pay Salaries and Benefits for CFP-Related Personnel	\$223,813	PHA-Wide 1410	Pay Salaries and Benefits for CFP-Related Personnel	\$223,813
	PHA-Wide 1430	Architectural, Engineering and Consulting Fees	\$200,000	PHA-Wide 1430	Architectural, Engineering and Consulting Fees	\$200,000
	AL077000010P (10 Units)	Demolition of Existing Building Components to Allow for the Modernization of the Unit (1460)	\$20,000	AL077000005P	Kitchen Improvements (1460) [27 Units]	\$94,500
	AL077000010P	Concrete Work (1460)	\$20,000	AL077000005P	Bathroom Improvements (1460) [27 Units]	\$81,000
	AL077000010P	Framing (1460)	\$10,000	AL077000005P	Interior Improvements/Painting (1460) [27 Units]	\$27,000
	AL077000010P	Install New Brick Veneer (1460)	\$34,000			
	AL077000010P	Roofing Repair and Replacement (1460)	\$24,000			

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

Year 1 [See Annual Statement]	Activities for Year: 4 FFY Grant: 2011 PHA FY: 2012			Activities for Year: 5 FFY Grant: 2012 PHA FY: 2013		
	AMP Name/Number	Major Work Categories	Estimated Cost	AMP Name/Number	Major Work Categories	Estimated Cost
	AL077000010P	Replace Windows and Screens (1460)	\$35,000	AL077000009P	Exterior Building Improvements (1460)	\$500,000
	AL077000010P	Replace Doors (1460)	\$18,750	AL077000001P	Site Improvements/Landscaping (1450)	\$100,000
	AL077000010P	Replace/Upgrade HVAC (1460)	\$50,000	AL077000001P	Unit Renovations (1460)	\$250,000
	AL077000010P	Replace/Upgrade Plumbing (1460)	\$40,000			
	AL077000010P	Replace/Upgrade Electrical (1460)	\$36,000			
	AL077000010P	Replace Cabinets (1460)	\$30,000			
	AL077000010P	Replace Flooring (1460)	\$21,000			
	AL077000010P	Replace Tub Surround (1460)	\$5,500			
	AL077000010P	Drywall Repair and Replacement (1460)	\$30,000			
	AL077000010P	Painting (1460)	\$25,000			
	AL077000010P	Install Sprinkler System (1460)	\$31,250			
	AL077000010P	Replace/Install Vinyl Siding (1460)	\$16,000			

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

Year 1 [See Annual Statement]	Activities for Year: 4 FFY Grant: 2011 PHA FY: 2012			Activities for Year: 5 FFY Grant: 2012 PHA FY: 2013		
	AMP Name/Number	Major Work Categories	Estimated Cost	AMP Name/Number	Major Work Categories	Estimated Cost
	AL077000005P	Site Work and Landscaping (1450)	\$5,000			
	AL077000005P	Upgrade Backup Generator (1460)	\$25,000			
	AL077000005P	Kitchen Improvements (1460) [75 Units]	\$262,500			
	AL077000005P	Bathroom Improvements (1460) [75 Units]	\$225,000			
	AL077000005P	Interior Improvements/Painting (1460) [75 Units]	\$75,000			
	AL077000005P	Common Area Improvements (1470)	\$10,000			
	<b>Total CFP Estimated Cost</b>		<b>\$2,238,135</b>	<b>Total CFP Estimated Cost</b>		<b>\$2,238,135</b>

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

<b>PHA Name:</b> Housing Authority of the City of Tuscaloosa	<b>Grant Type and Number:</b> Capital Fund Program Grant No: <span style="float: right;">AL09S07750109</span> Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b>  2009
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Original Annual Statement    
 Reserve for Disasters/Emergencies    
 Revised Annual Statement (Revision Number: 1 )  
 Performance and Evaluation Report for Period Ending:    
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CGP Funds	\$0.00	\$0.00	\$0.00	\$0.00
2	1406 Operations	\$0.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements	\$50,000.00	\$0.00	\$0.00	\$0.00
4	1410 Administration	\$289,723.00	\$289,723.00	\$289,723.00	\$0.00
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$300,000.00	\$300,000.00	\$206,337.60	\$160,937.60
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$300,000.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$1,032,516.00	\$1,382,516.00	\$1,542,534.16	\$1,308,900.88
11	1465.1 Dwelling Equipment - Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Nondwelling Structures	\$925,000.00	\$925,000.00	\$579,000.00	\$215,480.00
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities	\$0.00	\$0.00	\$0.00	\$0.00
19	1501 Collateralization or Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
20	1502 Contingency	\$0.00	\$0.00	\$0.00	\$0.00
21	Amount of Annual Grant (Sum of lines 2 - 19)	\$2,897,239.00	\$2,897,239.00	\$2,617,594.76	\$1,685,318.48
22	Amount of line 21 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 21 Related to Section 504 Compliance	\$0.00	\$0.00	\$0.00	\$0.00
24	Amount of line 21 Related to Security -- Soft Costs	\$0.00	\$0.00	\$0.00	\$0.00
25	Amount of line 21 Related to Security -- Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00
26	Amount of line 21 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00

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

PHA Name:		Grant Type and Number:				Federal FY of Grant:		
Housing Authority of the City of Tuscaloosa		Capital Fund Program Grant No: AL09S07750109		Replacement Housing Factor Grant No:		2009		
AMP Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<b>Administration</b>							
PHA Wide	CFP Administration salaries	1410	LS	\$289,723.00	\$289,723.00	\$289,723.00		
	<b>Fees and Costs</b>							
PHA Wide	Architectural & Engineering fees	1430	LS	\$300,000.00	\$300,000.00	\$206,337.60	\$160,937.60	78%
	<b>Dwelling Structures</b>							
AL077000004	Add porch railings	1460	30 units	\$50,000.00	\$50,000.00			
	Replace roofing & trusses	1460	30 units	\$300,000.00	\$300,000.00			
	Add new front porches & columns	1460	30 units	\$300,000.00	\$200,000.00			
	Replace prime doors	1460	30 units	\$34,250.00	\$34,250.00			
	Replace windows/security screens	1460	30 units	\$200,000.00	\$200,000.00			
	Install hardie board siding	1460	30 units	\$55,000.00	\$55,000.00			

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

PHA Name:		Grant Type and Number:				Federal FY of Grant:		
Housing Authority of the City of Tuscaloosa		Capital Fund Program Grant No:		AL09S07750109		2009		
Replacement Housing Factor Grant No:								
AMP Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Stain brick veneer	1460	30 units	\$22,000.00	\$22,000.00			
	<b>Subtotal AL077000004 1460</b>			\$961,250.00	\$889,711.07	\$889,711.07	\$656,077.79	74%
<b>AL077000010</b>	Demolition	1460	5 units	\$18,500.00	\$21,750.00			
	concrete	1460	5 units	\$18,500.00	\$21,750.00			
	framing	1460	5 units	\$9,250.00	\$11,000.00			
	Install new brick veneer	1460	5 units	\$31,500.00	\$37,000.00			
	Install new roofing	1460	5 units	\$22,200.00	\$26,000.00			
	Replace windows & screens	1460	5 units	\$32,300.00	\$38,000.00			
	Replace interior doors	1460	5 units	\$17,250.00	\$20,500.00			
	Replace HVAC	1460	5 units	\$46,265.00	\$54,500.00			
	Replace plumbing	1460	5 units	\$22,500.00	\$26,500.00			

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

PHA Name:		Grant Type and Number:				Federal FY of Grant:		
Housing Authority of the City of Tuscaloosa		Capital Fund Program Grant No:		AL09S07750109		2009		
Replacement Housing Factor Grant No:								
AMP Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Install new electrical system	1460	5 units	\$33,000.00	\$38,800.00			
	Replace cabinets	1460	5 units	\$27,500.00	\$32,500.00			
	Replace flooring	1460	5 units	\$19,250.00	\$22,500.00			
	New tub surround	1460	5 units	\$50,000.00	\$58,850.00			
	Drywall repair/replacement	1460	5 units	\$27,500.00	\$32,500.00			
	Painting	1460	5 units	\$23,000.00	\$27,000.00			
	Install sprinkler system	1460	5 units	\$28,000.00	\$32,900.00			
	<b>Subtotal AL077000010</b>			\$426,515.00	\$502,050.00	\$505,500.00	\$505,419.93	100%
	<b>Non-dwelling structures</b>							
AL077000010	General Requirements	1470	LS	\$135,000.00	\$92,000.00			
	Insurance & Bonds	1470	LS	\$20,000.00	\$12,500.00			

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part II: Supporting Pages

PHA Name:		Grant Type and Number:				Federal FY of Grant:		
Housing Authority of the City of Tuscaloosa		Capital Fund Program Grant No:		AL09S07750109		2009		
Replacement Housing Factor Grant No:								
AMP Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Mobilization	1470	LS	\$6,500.00	\$4,000.00			
	Allowances	1470	LS	\$100,000.00	\$50,000.00			
	Paving & Striping	1470	LS	\$9,500.00	\$6,000.00			
	Sitework	1470	LS	\$16,000.00	\$10,000.00			
	Landscaping	1470	LS	\$13,700.00	\$8,500.00			
	Concrete	1470	LS	\$53,300.00	\$33,050.00			
	Masonry	1470	LS	\$25,800.00	\$16,000.00			
	Steel	1470	LS	\$7,900.00	\$4,900.00			
	Framing	1470	LS	\$72,580.00	\$45,000.00			
	Millwork	1470	LS	\$14,250.00	\$8,800.00			
	Roofing	1470	LS	\$43,500.00	\$27,000.00			
	Windows	1470	LS	\$50,000.00	\$31,000.00			

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part II: Supporting Pages

PHA Name:		Grant Type and Number:				Federal FY of Grant:		
Housing Authority of the City of Tuscaloosa		Capital Fund Program Grant No:		AL09S07750109		2009		
		Replacement Housing Factor Grant No:						
AMP Number / Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Doors & Hardware	1470	LS	\$11,450.00	\$7,100.00			
	Drywall/Accoustical	1470	LS	\$37,000.00	\$23,000.00			
	Flooring	1470	LS	\$35,500.00	\$22,000.00			
	Painting	1470	LS	\$18,250.00	\$11,250.00			
	Specialties	1470	LS	\$25,800.00	\$16,000.00			
	HVAC	1470	LS	\$72,500.00	\$45,000.00			
	Plumbing	1470	LS	\$12,000.00	\$7,400.00			
	Electrical	1470	LS	\$119,354.00	\$74,000.00			
	<b>Subtotal AL077000010 1470</b>			\$900,000.00	\$554,500.00	\$554,500.00	\$190,980.00	34%
<b>AL077000001</b>	Repair/seal roof, Rosedale Admin.	1470	LS	\$25,000.00	\$25,000.00	\$24,500.00	\$24,500.00	100%

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

<b>PHA Name:</b> Housing Authority of the City of Tuscaloosa		<b>Grant Type and Number:</b> Capital Fund Program Grant No: AL09S07750109 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2009			
<b>AMP Number / Name</b> HA - Wide Activities	<b>General Description of Major Work Categories</b>	<b>Development Account Number</b>	<b>Quantity</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>		<b>Status of Work</b>
				<b>Original</b>	<b>Revised</b>	<b>Funds Obligated</b>	<b>Funds Expended</b>	

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

<b>PHA Name:</b> Housing Authority of the City of Tuscaloosa	<b>Grant Type and Number:</b> Capital Fund Program Grant No: <b>AL09S07750109</b> Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> <b>2009</b>
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AMP Number / Name HA - Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA Wide 1410	03/17/10	03/17/10		03/17/12	03/17/12		
PHA Wide 1430	03/17/10	03/17/10		03/07/12	03/07/12		
AL077000004 1460	03/17/10	03/17/10	05/28/09	03/17/12	03/17/12		
AL077000010 1460	03/17/10	03/17/10	06/11/09	03/17/12	03/17/12		
AL077000010 1470	03/17/10	03/17/10	08/04/09	03/17/12	03/17/12		

**TUSCALOOSA HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY**

**ADOPTION AND REVISION DATES**

**SEPTEMBER 17, 2009**

# TUSCALOOSA HOUSING AUTHORITY

## ADMISSIONS AND CONTINUED OCCUPANCY POLICY

### **Mission Statement**

Our goal is to provide drug free, decent, safe and sanitary housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for residents.

In order to achieve this mission, we will:

- Recognize residents as our ultimate customer;
- Improve Public Housing Authority (HA) management and service delivery efforts through effective and efficient management of HA staff;
- Seek problem solving partnerships with residents, community, and government leadership;
- Apply HA resources to the effective and efficient management and operation of public housing programs, taking into account changes in Federal funding.

**TUSCALOOSA HOUSING AUTHORITY  
ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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## SECTION 1. INTRODUCTION

### A. **Mission Statement:**

B. **Purpose of Policy:** The purpose of the Admissions and Continued Occupancy Policy is to establish guidelines for determining eligibility for admission to and continued occupancy of public housing. The basic guidelines for this policy are governed by federal regulations and requirements of the United States Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. They are consistent with federal regulatory guidelines for operation under asset or property based management. The policies and procedures governing admissions and continued occupancy are outlined in this policy. These requirements are binding upon applicants, residents and the THA. Notwithstanding the foregoing, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

### C. **Objectives:** The objectives of this policy are to:

1. Promote a social and economic mix of residents within each public housing community that fosters social stability and upward mobility;
2. Contribute to the fiscal stability of the THA consistent with asset based management guidelines and procedures;
3. Deny admission or continued occupancy to applicants or residents whose presence is likely to adversely affect the health, safety, comfort or welfare of other residents;
4. Assist elderly families to live in public housing as long as they are able to live independently;
5. Facilitate the efficient management of the THA Public Housing Program through a property based management approach;
6. Comply with Title VI of the Civil Rights Act of 1964, the Fair Housing Act and other applicable Federal, State and local laws and regulations pertaining to equal housing opportunity;
7. Comply with the Violence Against Women Act to promote protection for victims of abuse.

## **D. Outreach Program**

THA will promote outreach to the community to make information available regarding public housing services and benefits. The purpose of the outreach program is to inform eligible families about the availability and requirements of the public housing program. Information will be disseminated about each site and the central administrative office. Marketing incentives will be provided as included within the Agency Plan. THA will publish printed information about public housing opportunities. Information will also be provided through appropriate media resources. To the extent available, THA will utilize public relations assistance to enhance its outreach efforts. Open house programs that interface with various social agencies will be included as additional outreach methods.

## **SECTION 2. EQUAL OPPORTUNITY AND FAIR HOUSING**

It is the policy of the THA to comply fully with all Federal, State, and local non-discrimination laws consistent with the rules and regulations governing fair housing and equal opportunity in housing. This policy is applicable to all admissions and continued occupancy provisions and all attachments. Compliance with the following, or any future applicable corresponding or amended provisions, is required:

- A. Title VIII of the Civil Rights Act of 1968, as amended by the 1974 Housing and Community Development Act and the Fair Housing Amendments Act of 1988, that collectively extend protection against discrimination based on race, color religion, sex, disability, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under the age of 18) and national origin. The Fair Housing Act also requires that reasonable exceptions are made in policies and procedures to allow people with disabilities equal housing opportunities;
- B. Executive Order 11063 and other fair housing related presidential executive orders, as applicable;
- C. Section 504 of the Rehabilitation Act of 1973 that describes specific housing rights of persons with disabilities;
- D. The Age Discrimination Act of 1975 that establishes certain rights of the elderly;
- E. Title II of the Americans with Disabilities Act of 1990 (ADA) that requires the Housing Authority to provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. However, Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair

Housing Act govern access for individuals with disabilities to the THA housing units;

- F. Any applicable state laws or local ordinances and;
- G. Any legislation protecting the individual rights of residents, applicants, or staff that may subsequently be enacted;
- H. Title VI of the Civil Rights Act of 1964, that prohibits discrimination on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap, or deny any family or individual the opportunity to apply for or receive assistance under HUD's public housing programs within the requirements and regulations of HUD and other regulatory authorities.

To further its commitment to full compliance with applicable Civil Rights laws, the THA will provide access to information to public housing residents and applicants regarding Fair Housing. THA will also provide reasonable accommodation to applicants and residents, where necessary and required, to further full participation by the disabled in its housing programs and services.

### **SECTION 3. PRIVACY RIGHTS**

Applicants and residents are afforded certain privacy rights in relation to public housing. Applicants and residents are required to sign the Federal Privacy Act Statement that states under what conditions HUD will release applicant/resident information.

Requests for information by other parties must be accompanied by a signed authorization for release of the information for the THA to release any information involving an applicant or resident, unless disclosure is authorized under Federal or State law or regulations. THA will release information where required by valid court order.

### **SECTION 4. DEFINITION OF TERMS**

The following definitions apply:

1. ADJUSTED FAMILY INCOME: Adjusted family income is the income on which total tenant payment (TTP) is based. It is the total annual income less the following deductions:
  - A. \$480.00 for each member of the family (other than head of household or spouse) who is (1) seventeen (17) years of age or younger or (2) who is eighteen (18) years of age or older and a verified full-time student and/or is disabled or handicapped as defined in this section.

- B. Dollar amounts anticipated to be paid for the care of children (including foster children) under thirteen (13) years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges and cannot exceed the amount of income from employment (if employed).
- C. \$400.00 for an elderly family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled as defined in this section.
- D. A deduction is allowed for any elderly family:
  - 1. That has no handicapped assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses shall exceed three percent (3%) of total annual family income.
  - 2. That has handicapped assistance expenses greater than or equal to three percent (3%) of Total Annual Family Income, and Allowance for Handicapped Assistance computed in accordance with paragraph E of this Section, plus an allowance for medical expenses that is equal to the family's medical expenses.
  - 3. That has handicapped assistance expenses that are less than three percent (3%) of total annual family income, an allowance for combined handicapped assistance expenses and medical expense that is equal to the amount by which the sum of these expenses exceeds three percent (3%) of total annual family Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.
- E. A deduction is allowed for any family that is not an elderly family, but has a handicapped or disabled member other than the head of household or spouse, handicapped assistance expenses in excess of three percent (3%) of total Annual Family Income, but this allowance may not exceed the employment received by family members who are eighteen (18) years of age or older as a result of the assistance to the handicapped or disabled person.
- F. A deduction is allowed equal to the sums received by the head of household or spouse from, or under the direction of, any public or private nonprofit child-placing agency for the care and maintenance of one or more persons who are under eighteen (18) years of age and were placed in the household by such agency at the discretion of the THA. Any income of a person under the age of eighteen (18) is not counted and no deduction is given for a foster child, except for allowable child care expenses, as noted in B above.

- G. Child care expenses are allowed as a deduction in amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member **to actively seek employment, be gainfully employed or to further his or her education, and only to the extent such amounts are not reimbursed**. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.
- H. Income from employment of children (including foster children) under the age of eighteen (18) is also an allowable deduction.
2. ADULT - A person who has reached age 19 years or is 18 years of age and legally married, or who has been relieved of the disability of non-age by the appropriate court. Only persons who are adults shall be eligible to enter a lease agreement for occupancy.
  3. ANNIVERSARY DATE - The recurring date on which a resident was admitted to public housing, or the date immediately preceding a non-recurring date.
  4. APPLICANT FAMILY - A family that has applied for admission to a program, but is not yet a participant in the program.
  5. BREAK-INS - Bona fide attempts at burglary that are reported to the police department and are subject to verification by written police reports furnished by the resident(s).
  6. CEILING RENT - Maximum rent charged for any unit for a designated period, as implemented by THA and approved by HUD. Applicable ceiling rents are posted in the THA property offices.
  7. CHILD - A member of the family, other than the family head or spouse, who is under 18 years of age, not legally married and who has not been relieved of the disability of non-age as defined herein.
  8. CHILD CARE EXPENSES - Amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, to be gainfully employed or to further the family education and only to the extent such amounts are not reimbursed. In the case of child care necessary to permit employment, the amount deducted must be verified and reflect the reasonable charges and shall not exceed the amount of income received from such employment. The THA will not determine childcare expenses as necessary when the household contains an additional unemployed adult, except when the head of household provides sufficient documentation that the unemployed adult has a disability/handicap that prevents the adult from providing childcare.

9. CHILD CUSTODY – The act or right of guarding a child/children either by birth, durable power of attorney under Alabama Law or a court order.
10. CITIZEN - A citizen or national of the United States.
11. DECENT, SAFE AND SANITARY HOUSING –The term decent, safe and sanitary dwelling means a dwelling which conforms to the Department of Housing and Urban Development (HUD) housing quality standards.
12. DEPENDENT - A member of the family (except foster children and foster adults), other than the head of household or spouse who is seventeen (17) years of age or under (excluding foster children), or who is eighteen (18) years of age or older and a full-time student, or who is disabled or handicapped. An unborn child **shall not** be considered a dependent.
13. DISABLED PERSON - (See handicapped person)
14. DISPLACED FAMILY - A person, or family, required to move by governmental action, or 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.
15. EARNED INCOME DISALLOWANCE – This policy exempts earned income of families who start employment or self-sufficiency programs by phasing in the impact on rent of an increase in earned income of certain families.
16. ELDERLY FAMILY - A family whose head or spouse or whose sole member is at least sixty-two (62) years of age, or disabled, or handicapped and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well being.
17. ELDERLY PERSON - A person who is at least sixty-two (62) years of age.
18. EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS – The documents, required by federal regulation, which must be submitted to evidence citizenship or eligible immigration status.
19. FALSE STATEMENT - The act of stating or declaring something contrary to the truth (facts) or resembling but not accurately or properly designated as such.
20. FAMILY - see below

The term “family as used in this policy means:

- A. Two or more persons related by blood, marriage, or operation of law. A family with or without children (the temporary absence of a child from the

home due to placement in foster care shall not be considered in determining family composition and family size); who live regularly together as a single household in the dwelling unit. By definition, a family must contain an adult as defined within this policy.

21. FLAT RENT – The market value of the unit as set by the study conducted by THA according to HUD rules and regulations.
22. FOSTER CHILD/CHILDREN– A child/children that is/are in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet are cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with custodial agency adoption by another family, or until the court involuntarily terminates or serves the parental right of their biological parents, so that they can become available to be adopted by another family.
23. FULL-TIME STUDENT - A member of a family, other than the head of household or spouse, who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma or certificate program, as well as an institution offering a college degree. Verification will be supplied by the attended educational institute
24. HANDICAPPED ASSISTANCE EXPENSE - Reasonable expenses that are anticipated, during the period for which total annual family income is computed, for attendant care and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member, including the handicapped or disabled member, to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
25. HANDICAPPED PERSON AND/OR DISABLED PERSON - A person having a physical or mental impairment which:
  - A. Is expected to be of long – continued and indefinite duration,
  - B. Substantially impedes his/her ability to live independently, and
  - C. Is of such a nature that such disability could be improved by more suitable housing conditions.

**Note: All three conditions must be met to qualify as handicapped). A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act (42USC 6001(7) or is handicapped as defined below.**

- D. Section 223 of the Social Security Act defines disability as:

1. “Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or
  2. In the case of any individual who has attained the age of fifty – five (55) and is blind (within the meaning of “blindness” as defined in Section 416(I)1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time”
- E. Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disabilities as:

“ A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary of Health and Human Resources to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.”

- F. No individual shall be considered to be a person with a disability for purposes of eligibility for low income housing solely on the basis of any drug or alcohol dependency.

26. HAZARDOUS DUTY PAY - Pay to a family member in the armed forces away from home and exposed to hostile fire.

27. HEAD OF HOUSEHOLD - The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. The head of household is the signer of the lease and primarily responsible and accountable for the family, particularly in regard to lease obligations.

28. HOMELESS FAMILY - Any individual or family who:

- A. Lacks a fixed, regular and adequate nighttime residence;
- B. Has a primary nighttime residence that is:
  1. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill);
  2. An institution that provides a temporary residence for individuals intended to be institutionalized; or

3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
29. INCOME EXCLUSIONS - Annual Income does not include such temporary, non-recurring or sporadic income as the following:
- A. Casual, sporadic, temporary, non-recurring income, including gifts;
  - B. Amounts that are specifically received from, or are a reimbursement of, the cost of illness or medical care;
  - C. Lump-sum additions to family assets, such as, but not necessarily limited to, inheritances, insurance payments, including payments under health and accident insurance and worker's compensation, capital gains, and settlements for personal or property losses.
  4. The full amount of student financial assistance paid directly to the student or to the educational institution;
  5. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4636) or a corresponding applicable provision;
  - F. The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1973 [7USC 2017(b)];
  - G. Payments received by participants or volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973 [42 USC 5044(g), 5058];
  - H. Income of a live-in aide, as defined in this policy;
  - I. Payments received from the Job Training Partnership Act [29 USC 1552(b)];
  - J. Hazardous Duty Pay for a family member in the Armed Forces away from home and exposed to hostile fire;
  - K. Income from employment of children, including foster children, under the age of eighteen (18);
  - L. Payment received for the care of foster children;
  - M. Payments received under the Alaska Native Claims Settlement Act [43USC 1626(a)], or reparation payments made by foreign governments in connection with the Holocaust;

- N. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes [25 USC 459(e)];
- O. Payments or allowances made under the Department of Health and Human Services Low-Income Energy Assistance Program [42 USC 8624(f)];
- P. Income derived from the disposition of funds of the Grand River band of Ottawa Indians (Pub. Law 94-540, 90 Stat. 2503-2504).
- Q. 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 1407-1408), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117(b), 1407];
- R. Payments from Programs under Title V of The Older Americans Act of 1965 [42 USC 3056(f)];
- S. Amounts received under training programs funded by HUD;
- T. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- U. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred for special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- V. For taxable years after December 31, 1990, the earned income tax credit refund, with effective date of July 25, 1994;
- W. 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, section 22 of the U.S. Housing Act of 1937, or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:
  - (1) Comparable Federal, State or local law means a program providing employment training and supportive services:
    - (a) Authorized by a Federal, State or local law;
    - (b) Funded by Federal, State, or local government;
    - (c) Operated or administered by a public agency;
    - (d) Assist participants in acquiring job skills.
  - (2) Exclusion period means the period during which the resident participates in

a program 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 with good cause, the exclusion period shall end.

- (3) Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

**Note: This provision does not apply to residents participating in the Family Self- Sufficiency Program who are utilizing the escrow account.**

- X. A resident services stipend in an amount not to exceed \$200.00 per month received by a resident for performing a service that enhances the quality of life in THA public housing is an income exclusion. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.
- Y. Compensation from State or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the THA.
- Z. For all initial determinations and re-examinations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- AA. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
- BB. Adoption assistance payments in excess of \$480 per adopted child.
- CC. The incremental earnings and benefits to any resident:
1. Whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment;
  2. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
  3. Whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period.

For purposes of this paragraph, the following apply:

- (a) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act, as determined by the THA in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and welfare-to-work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies, and transportation assistance, provided that the total amount over a six-month period is at least \$500.
- (b) During the 12-month period beginning when the member first qualifies for a disallowance, the THA must exclude from annual income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
- (c) Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
- (d) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
- DD. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment received on or after October 28, 1992.
- EE. 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.
- FF. 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.
- 30. INCOME TARGETING – The HUD admissions requirement that THA admits not less than the number required by law of families whose incomes are at or below 30% of the area median income in a fiscal year.
- 31. INFANT - A child under the age of two (2) years.
- 32. INTERIM RE-DETERMINATION OF RENT - Changes in rent after

admissions as a result of changes in income and/or changes in family composition including any scheduled re-examination.

33. INS - The U. S. Immigration and Naturalization Service.
34. LIVE-IN AIDE - A person, age 19 years or older, who resides with an ill, elderly, near elderly, disabled, or handicapped person (s) who:
  - A. Is determined by the THA to be essential to the care and well-being of the person(s).
  - B. Is not obligated for support of the person(s).
  - C. Would not be living in the unit except to provide supportive services. The income of an approved Live-In Aide is not included in the resident's family income.
  - D. A Live In Aide must complete the required Criminal Background Check process and meet the eligibility requirements of public housing occupancy.
35. LOWER INCOME FAMILY - A family whose annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD.
36. MEDICAL EXPENSE - Those necessary medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance. Medical expenses, in excess of three percent (3%) of Annual Income, are deductible from income by elderly families only.
37. MILITARY SERVICE - The active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the commissioned corps of the United States Public Health Service.
38. MINOR - A person, who is born and under nineteen (19) years of age, except a married person, eighteen (18) years of age or older or a person who has been relieved of the disabilities of non-age by a court of competent jurisdiction.
39. MIXED FAMILY - A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
40. MONTHLY ADJUSTED INCOME - One-twelfth of adjusted annual income.
41. MONTHLY INCOME - One-twelfth of annual income.
42. NATIONAL - A person who owes allegiance to and is entitled to the protection of the United States; for example, as a result of birth in a United

States territory or possession.

43. NEAR ELDERLY - A family whose head or spouse or sole member is at least fifty (50) years of age, but below the age of sixty-two (62).
44. NET FAMILY ASSETS - The net cash value, after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income. In determining net family assets, the THA shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value, including a disposition in trust, but not in a foreclosure or bankruptcy sale, during the two (2) years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms.
45. NON-CITIZEN - A person who is not a citizen or national of the United States.
46. PUBLIC HOUSING AGENCY (PHA) - Any State, County, Municipality or other government entity or public body, or agency or instrumentality thereof that is authorized to engage in or assist in the development or operation of housing for lower income families.
47. 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 Public Housing and Section 8 assistance programs.
48. RE-CERTIFICATION - The process of securing documentation which indicates that residents meet the eligibility requirements for continued occupancy; it is also referred to as re-examination.
49. RE-EXAMINATION DATE - The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility for continued occupancy. The THA schedules re-examinations according to the anniversary dates. (see definition for anniversary date)
50. REMAINING MEMBER OF THE RESIDENT FAMILY - The person (s) of legal age, whose name is listed on the lease as a family member, remaining in

the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, who may or may not qualify for assistance on their own circumstances.

51. RESIDENT RENT - The amount payable monthly by the Family as rent to the THA. Where all utilities (gas, water, and electricity) are supplied by the THA, resident rent equals total tenant payment. Where some or all utilities (gas, water and electricity) are not supplied by the THA and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment or minimum rent less the utility allowance. Telephone and cable television service is not a utility.

**Note: the monthly rent that is payable by the resident must be paid in full, no partial payments will be accepted after the due date without prior approval.**

52. RETROACTIVE RENT - Any back (retroactive) rent due because of the failure on the part of the resident to report such increase in family income as required.

53. SINGLE PERSON - A person who lives alone, or intends to live alone, and who does not qualify as an elderly family, a displaced person, or as the remaining member of a resident family.

54. SPOUSE - A spouse is the legal husband or wife of the head of the household.

55. STANDARD PERMANENT REPLACEMENT HOUSING – is housing

- A. That is decent, safe, and sanitary; **see page 5**
- B. That is adequate for the family size, and
- C. That the family is occupying pursuant to a lease or occupancy agreement.

Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.

56. SUBSTANDARD HOUSING – is housing that:

- A. Is dilapidated;
- B. Does not have operable indoor plumbing,
- C. Does not have a usable flush toilet inside the unit for the exclusive use of a family;
- D. Does not have a usable bathtub or shower inside the unit for the exclusive use of a family;
- E. Does not have electricity, or has inadequate or unsafe electrical service;
- F. Does not have a safe or adequate source of heat;
- G. Should, but does not, have a kitchen; or

H. Had been declared unfit for habitation by an agency or unit of government.

A housing unit is dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

An applicant defined as a homeless family is one living in substandard housing or is not housed. A homeless family, for purposes of this policy, includes any individual or family who:

- (1) Lacks a fixed, regular, and adequate nighttime residence; or
- (2) Has a primary nighttime residence that is:
  - a. A supervised publicly or privately operated as a shelter, designed to provide temporary living accommodations, including welfare hotels, congregate shelters, and transitional housing programs; or
  - b. An institution that provides a temporary residence for individuals intended to be institutionalized, or
  - c. A public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.

A “homeless family” does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress, State or local law.

Single Room Occupancy (SRO) Housing (as defined in section 882.102 of the CFR) is not substandard solely because it does not contain sanitary or food preparation facilities (or both).

57. TEMPORARILY ABSENT FAMILY MEMBERS - Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.

58. TOTAL ANNUAL FAMILY INCOME - The anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this policy.

Total annual family income includes, but is not limited to, the following:

- A. The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses) of all family members who are at least eighteen (18) years old and not a full-time student;

- B. Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income.) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or other assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- C. Interest, dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). An allowance for depreciation is permitted only as authorized in Paragraph B of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000.00, 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;
- D. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment: ***(Excluding lump sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS))***;
- E. Payments in lieu of earnings, such as Temporary Assistance To Needy Families(TANF), unemployment and disability compensation, social security benefits, worker's compensation and severance pay;
- F. Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that are subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
  1. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus;
  2. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the

amount resulting from one application of the percentage;

3. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts, including amounts received from any persons not residing in the dwelling. If, however, the payments actually received are different than the determined amount, rent can be adjusted in accordance with the applicable section of the dwelling lease.
- G. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances for dependents, etc.) received by a member of the armed forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit (See also *hazardous duty pay*).
  - H. Payments to the head of the household for support of a minor or payments to a minor for his/her support but controlled for his/her benefit by the head of the household or a resident family member other than the head, who is responsible for his/her support;
  - I. Veterans Administration compensation (Service connected disability or death benefits);
  - J. Lump-sum payments that are included as income and fall in the categories listed above, (**excluding lump sum Supplemental Security Income (SSI) and lump sum Social Security Benefits (SS)**), must be reported as income to the Property Manager as soon as possible but no later than ten (10) calendar days after receipt of the funds and the applicable portion of the payment that is due as back rent is due fourteen (14) days after the THA notifies the family of the amount due.
  - K. Unreported Income: If a resident fails to report income the tenancy may be terminated under the terms of the THA lease. If the act is determined by the THA to be intentional, the resident will be obligated to pay the applicable portion of the rent for any and all unreported income. If the unreported income was unintentional by the resident, the resident will be billed for the amount due the THA and the amount will be payable within fourteen (14) days. If the payment cannot be made in one payment, the resident may request the THA to approve a repayment schedule.

Annual Income **does not** include **INCOME EXCLUSIONS**. See Section IV, No. 26.

59. TOTAL TENANT PAYMENT (TTP) – The TTP for families participating in the public housing program must be at least \$0.00, which is the minimum rent establishing by the THA.

- A. For the Public Housing Program, the TTP must be the greater of:

1. 30 percent of family monthly adjusted income;
2. 10 percent of family monthly income;
3. Welfare rent (if applicable) in as-paid states; or
4. **\$ 50.00** which is the minimum rent set by the THA.

B. The ceiling rent or flat rent. The resident may elect the ceiling rent or flat rent in lieu or the rent calculated in paragraph “A” above.

It is possible for public housing residents to qualify for a utility reimbursement despite the requirement of a minimum rent. For example, if a public housing family’s TTP is the minimum rent of \$00 and the THA’s utility allowance for the size and type unit the family has selected is \$60, the family would receive a utility reimbursement of \$60 (\$60 less \$00) for tenant purchased utilities.

60. UTILITIES - Utilities may include water, electricity, gas, garbage, and sewage services. Utilities do not include telephone, cable, and similar services.
61. UTILITY ALLOWANCE – Is an amount equal to the estimate made or approved by the THA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment.
62. UTILITY REIMBURSEMENT PAYMENT – Utility Reimbursement Payment is the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment (TTP) for the family occupying the unit.
63. VERY LOW-INCOME FAMILY – A lower Income Family means a family whose annual income does not exceed fifty (50%) percent 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 percent 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.
64. 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.

## **SECTION 5. APPLYING FOR ADMISSION**

- A. How to Apply - Families may apply for public housing admission by completing an application for public housing assistance. Applications will be accepted at designated on-site property management offices. These locations will be posted in the THA main office and at each property site.

Applications may be made in person at the THA site office, for which admission is sought, during posted specified dates and business hours. Completed applications will be accepted for all applicants. Information will be verified by the THA.

Individuals who have a physical impairment or disability that prevents them from completing an application in person, may call the THA to make special arrangements for assistance to complete the application. A Telecommunication Device for the Deaf (TDD) is available for the hearing impaired. If the applicant is visually impaired, all notices and information must be in a format understandable by the applicant.

### **B. Closing of Application Taking**

The THA may close the taking of applications if the site waiting list is such that additional applicants would not be able to occupy a public housing unit within the next twelve (12) month period. Application taking may be suspended by bedroom size, if applicable. The THA will make known to the public through appropriate media resources, such as public service announcements, that application taking for public housing sites and units is being suspended. Notice will be provided of the specific property sites for which application taking is suspended.

In addition, the THA will distribute fact sheets to the broadcast media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

### **C. Opening of Application Taking**

When the THA begins taking applications, the waiting list may be opened by bedroom size.

The THA will utilize the following procedures:

The THA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for eligible families.

The Notice will contain the following:

- A. The THA will publish the date applications will be accepted and the location(s) where applications can be completed.

**Note:** If the THA anticipates suspending the taking of application after a period of time, the date of acceptance and closing of applications will be published.

- B. Advise families that applications will be taken at the designated office;

- C. Briefly describe the public housing program; and
- D. State that applicants for public housing must specifically apply for the public housing program and that applicants for public housing may also apply for the Section 8 program, if Section 8 is taking applications, and they will not lose their place on the Public Housing waiting list if they also apply for Section 8 assistance. Note: For this to be applicable, the THA must be accepting applications for Section 8 assistance.
- E. The THA will distribute fact sheets to the broadcasting media. Personal contracts with the news media and with community service personnel, as well as public service announcements, will be made.

**SECTION 6. MISSED APPOINTMENTS**

- A. An applicant or resident who fails to keep an appointment without notifying the THA and without re-scheduling the appointment shall be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as the THA or HUD determines to be necessary (or failure to allow the THA to inspect the dwelling unit at reasonable time and after reasonable notice, if applicable) in the following situations:

- 1. Complete Application
- 2. Bringing in Verification Information
- 3. Briefing prior to occupancy
- 4. Leasing Signature
- 5. Inspections
- 6. Recertification
- 7. Interim Adjustment
- 8. Other Appointments or Requirements to Bring in Documentation as requested.
- 9. Scheduled Counseling Sessions
- 10. Scheduled Pre-Orientation Sessions
- 11. Move-In appointments

- B. Process When Appointment(s) are Missed: For most of the functions above, the family may be given two appointments.

If the family does not appear or call to reschedule the appointment (s) required, the THA may begin termination procedures. The applicant or resident will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process.

If the representative (s) of the THA and/or Hearing Officer makes a determination in favor of the applicant/resident, the THA will comply with the decision unless the provisions of Section VII of the Grievance Procedure is

applicable to the hearing officer's decision.

- C. **Letters Mailed To Applicants by the THA** - If an applicant claims not to have received a letter mailed by the THA that requested the applicant to provide information or to attend an interview, the THA will determine whether the letter was returned to the THA. If the letter was not returned to the THA, it is assumed that the letter was received.

If the letter was returned to the THA and the applicant can provide evidence of living at the address to which the letter was sent, or for other good cause as determined by THA, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

## **SECTION 7. MISREPRESENTATION BY THE APPLICANT OR RESIDENT**

If an applicant or resident is found to have made willful misrepresentation at any time which resulted in the applicant or resident being classified as eligible, when actually ineligible, the applicant or resident will be declared ineligible and the application process or lease will be terminated because of the misrepresentation by the applicant/resident. If such misrepresentation resulted in the resident paying a lower rent than was appropriate, the resident will be required to pay the difference between the actual payments and the amount that should have been paid. The THA may take such other action as it deems appropriate, including referring the resident to the proper authorities for possible criminal prosecution.

## **SECTION 8. ADMISSION ELIGIBILITY AND CRITERIA**

- A. The THA is responsible for screening family behavior and suitability for tenancy. All families who are admitted to the public housing program in the THA must be individually determined eligible under the terms of this policy. In order to be determined eligible, an applicant family must meet **all** of the following requirements:

1. The applicant family must qualify as a family as defined in Section 4-20.
2. The applicant family's Total Annual Family Income as defined Section 4-58 must not exceed income limits established by HUD for public housing.
3. Head of Household must be 19 years of age or older, or 18 years old and married, or a person that has been relieved of the disability of non-age by court action.
4. The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event

the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.

5. The applicant must sign a release allowing the THA to request a copy of a police report from the Police Department of the city of their previous residence. If the Police Department will not supply the information to the THA, the applicant must then request the information.
  6. A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons.
- B. Sources of information for eligibility determination may include, but are not limited to: the applicant (by means of interviews or home visits), employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant will be documented and placed in the applicant's file. Such documentation may include reports of interviews, letters, or telephone conversations with reliable sources. As a minimum, such reports shall indicate the date, the source of the information, including the name and title of the individual contacted, and a summary of the information received.

Applicants are not automatically determined eligible to receive federal assistance. An applicant will not offer a public housing unit under the following circumstances:

1. If the applicant's annual income exceeds 30% of Median Income Limits established by HUD and published in the Federal Register, the applicant may be declared ineligible;
2. If the applicant owes a prior debt to the THA or any other federally subsidized housing program, the applicant may be declared eligible upon payment of the debt. Also, reasonable assurance must be obtained of the applicant's ability to meet rent and/or other lease obligations;
3. If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of his/her lease, the applicant may be declared ineligible;
4. If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, the applicant will be so informed and the reasons stated in writing. The applicant will be granted ten (10) days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent him/her at the informal meeting. The request for an informal meeting may be submitted in writing and/or the request may be verbal. However, the request must be received by the THA within the time

frame established by the THA for the meeting.

C. In addition, under Section 24 CFR 960.201, the THA is permitted to determine as eligible, single persons living alone or intending to live alone who do not meet any of the definitions of a family (reference CFR 960.102), if the THA makes certain that all three of the following requirements are met:

1. Elderly families (including Disabled Persons and Handicapped Persons) and Displaced Persons are given preference over single persons, and
2. Near elderly (at least fifty (50) years of age, but below the age of sixty-two (62)) are given preference over single applicants in developments designated for the elderly; and
3. Single persons are eligible for one bedroom and/or efficiency, except for extenuating circumstances.

D. Declaration of Citizenship: Section 214 of the Housing and Community Development Act of 1980 prohibits Housing Authorities from making financial assistance available to a person other than United States citizens, nationals or certain categories of eligible non-citizens in HUD assisted housing programs. This law is referred to as the “Non-Citizen Rule” and is effective June 19, 1995. The applicable Declaration of Citizenship, Eligible Immigration Status and Verification Consent forms and instructions are included in this document as **ATTACHMENT B**.

F. Eligibility of Additional Family Members:

1. Once an applicant becomes a resident in the THA’s public housing program, the head of household must request permission to add another person(s) to the dwelling lease. The person(s) being added must meet all eligibility requirements before the THA will approve any addition(s) to the dwelling lease.

## **SECTION 9. VERIFICATION AND DOCUMENTATION**

A. Families are required to provide Social Security Number (SSN) for all family members age six (6) and older prior to admission, if they have been issued SSN by the Social Security Administration. All members of the family defined above must either:

- (1) Submit SSN documentation; or
- (2) Sign a certification if they have not been assigned a SSN. If the individual is under 18, the certification must be executed by his or her parent or guardian. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled re-

examination, or next rent change.

- B. Verification will be done by submitting a valid Social Security card issued by the Social Security Administration.
- C. The THA will accept copies of the Social Security card when it is necessary for the THA to verify by mail the continuing eligibility of participant families.
- D. If an applicant or resident cannot provide the his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by the THA to provide one or more of the following alternative documents to verify his or her SSN, **until a valid Social Security card can be provided:**

These documents include:

- (1) Drivers license, that displays the SSN;
- (2) Identification issued by a Federal, State or Local agency;
- (3) Identification issued by an employer or trade union;
- (4) Identification issued by a medical insurance company;
- (5) Earnings statements or payroll stubs;
- (6) Bank statements;
- (7) IRS Form 1099 or W-2 form;
- (8) Benefit award letters from government agencies;
- (9) Medicaid Cards;
- (10) Unemployment benefits letter, or Retirement benefit letter;
- (11) Life insurance policies;
- (12) Court records such as real estate tax notices, marriage or divorce records, judgments or bankruptcy records;
- (13) Verification of Social Security benefits with the Social Security Administration.

Note: If the THA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

(14) Employer Identification Number (EIN)

- E. Applicants may not become residents until required documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if such circumstances require an extension. The decision will be made by a THA representative and documented, in writing, and placed in the applicant's file.
- F. Applicants reporting zero income will be asked to complete a family expense form to document how much they spend on food, transportation, health care,

child care, debts, household items etc. The applicant will indicate the source of income for these expenses.

G. Additional documentation that may be required in determining eligibility:

1. Temporary Assistance To Needy Families (TANF);
2. Birth Certificate or Drivers license that displays the date of birth and/or form(s) that are issued by a federal, state, city or county agency that displays the date of birth;
3. Child Care Verification;
4. Credit References (History);
5. Employer's Verification;
6. Landlord Verification;
7. Social Security Benefits;
8. Assets Verification.
9. Bank Accounts: Checking Accounts - \$500 + Balance Savings Accounts - \$100 + Balance;
10. Marriage Certificate: If a marriage certificate is not available the following information is acceptable to verify marriage:
  - a. Drivers License that displays the same address and last names;
  - b. Federal Tax Forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
  - c. A document that has been issued by a federal, state, city or county government indicating that the individuals are living as a married couple.
  - d. Certification in their application for housing that the couple is married.
  - e. Affidavit of Marriage.
11. Personal References: Personal references (not family) may be used when an applicant cannot produce prior rental history records;
12. Supplemental Social Security Income (SSI) Benefits award;
13. Unemployment Compensation;
14. VA Benefits;
15. Any other reasonable information needed to determine eligibility may be requested by the THA, which may include police reports.

**Note:** For the purpose of this policy, if a member of the current family has committed acts of fraud or has an arrest record, including drug related arrest, that reflects that the family member may be a danger to the health, safety, or welfare of the community, then the family may be denied admission or the family may be determined to be ineligible for continued occupancy. Individuals who have been evicted from any

housing complex for engaging in criminal activities, including drug-related criminal activities may be denied admission.

16. Proof of custody for children in the household:

- a. Written durable power of attorney;
- b. Acceptable documentation of guardianship (e.g. school records/ court documents);
- c. Approved food stamp recipient; and
- d. Temporary Assistance for Needed Family (TANF) recipient.

17. Separation means the ending of cohabitation by mutual agreement. If an applicant is divorced\* or separated and has children by that spouse, applicant must provide at least one of the verification listed below.

- a. A **FINAL** divorce decree. \* (Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced)
- b. Court-ordered child support from former spouse.
- c. Verification that applicant is pursuing child support through Department of Human Resources, Child Support Unit or Circuit Clerks Office;
- d. If applicant is receiving personal child support, then applicant can make arrangements to have the child support paid through the court system, either through the circuit clerk's office, Department of Human Resources, or through a court referee.
- e. Receiving TANF (Temporary Assistance to Needy Families) through the Department of Human Resources for former spouse's children.
- f. A notarized statement from current THA (non-family member) verifying that the applicant and spouse have not lived together for the last six (6) months or more.
- g. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
- h. (1) Written statement from an attorney that the applicant has filed suit for divorce because of domestic violence;  
(2) A written statement from an abuse shelter, law enforcement agency, or social service agencies that the applicant needs housing due to physical abuse;

Note pertaining to 17h (1) & (2): Applicant will also be required to sign a statement to the effect that the separated person will not be permitted in the resident's apartment or on the resident's property because of the physical abuse.

Also, the person responsible for the physical abuse will be banned from all THA property as long as the applicant lives in assisted housing

within the THA property.

18. Food Stamp verification - if no other documentation is available;
19. If applicant is divorced\* or separated from a person and has no children by that person, applicant must provide at least one of the verifications listed below:
  - a. A final divorce decree. \*Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced).
  - b. A notarized statement from current (non-family member) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more;
  - c. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
  - d. (1) A written statement from an attorney that the applicant has filed suit for divorce and/or a petition for protection from abuse.  
(2) A written statement from an abuse shelter, law enforcement agencies, or social services agencies that the applicant needs housing due to physical abuse.

Note pertaining to 19d (1) & (2): Applicant will also be required to sign a statement to the effect that the separated person will not be permitted in the resident's apartment or on the resident's property because of the physical abuse situation.

Also, the person involved with the physical abuse will be banned from all THA property as long as the applicant lives in assisted housing within the THA property.

#### **G. Rechecking Verified Findings Prior to Admission**

If the verified data used in determining an applicant's eligibility and rent to be charged are not more than **ONE MONTH OLD** at the time an applicant is selected for admission and the applicant states that no change has occurred in status, the data will be considered as reflecting the applicant's status at the time of admission. If the data on file is more than **ONE TO THREE MONTHS OLD**, inquiries are to be made of the applicant, replies recorded and any reported changes that may affect eligibility, preference rating, rent and unit size are to be re-verified prior to leasing. If the data on file is **OVER THREE MONTHS OLD**, all factors are to be re-verified and findings recorded.

### **SECTION 10. GROUNDS FOR DENIAL OF ADMISSION**

#### **A. THE THA IS NOT REQUIRED OR OBLIGATED TO ASSIST FAMILIES AS FOLLOWS:**

1. Owe rent, other amounts, or judgments to any Housing Authority or any other federally subsidized housing program. In these instances, the applicant will be declared ineligible. At the THA's discretion, the applicant may be declared eligible upon payment of debt.

**Note:** Applicants that owe a private landlord, a Public Housing Authority or any other federally subsidized program funds will not be processed for occupancy. The applicant must pay the funds owed prior to the application being processed. After the application is processed, the applicant must meet all other conditions for occupancy. Re-paying funds that are due does not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to a Housing Authority which has been discharged by bankruptcy shall not be considered in making this determination. A petition in bankruptcy does not mean that there has been a discharge or the debt owed to the THA. Only debts to the THA that have been discharged in bankruptcy shall be excluded from consideration pursuant to this paragraph.

2. Have previously been evicted from public housing.
3. Committed acts which would constitute fraud in connection with any federally assisted housing program.
4. Did not provide information required within the time frame specified during the application process.
5. Were convicted of drug-related criminal activity or violent criminal activity.
6. Have a history of not meeting financial obligations, especially rent.
7. Have a record of disturbance of neighbors, destruction of property, or living or housekeeping habits which may adversely affect the health, safety or welfare of other residents.
8. Have a history of criminal activity involving crimes of physical violence to persons or property and other criminal activity which may adversely affect the health, safety or welfare of other residents.
9. During the interview process, the applicant demonstrates hostile behavior that indicates the prospective applicant may be a threat to our public housing residents.
10. The applicant family must have properly completed all application requirements, including verification. Intentional misrepresentation of income, family composition or any other information affecting eligibility will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be

terminated for such misrepresentation.

11. The applicant and all family members listed on the application age 18 and older must request a criminal background check from the Tuscaloosa Police Department. It is the applicant's responsibility to provide the criminal background report(s) to the THA. The information contained in the applicant's and/or family members' criminal background report will be used by the THA to determine the applicant's eligibility for public housing assistance. The applicant for housing will not be processed until the criminal background information is provided to the THA by the applicant.
12. If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of his/her t lease, the applicant may be declared ineligible.
13. If the THA determines that a person is illegally using a controlled substance or abuse alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. The THA may waive this requirement if:
  - a. The person demonstrates to the THA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - b. The person has successfully completed a supervised drug or alcohol rehabilitation program;
  - c. The person has otherwise been rehabilitated successfully; or
  - d. The person is participating in a supervised drug or alcohol rehabilitation program.

**Note:** The above list is not intended to be all inclusive. Applicants may be denied admission if the THA has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the development if the applicant were admitted to the development.

14. If an applicant cannot provide written proof that they can establish utilities (gas, electric, and water in their own name).

## **B. Time Frame Guidelines for Denial of Admission**

1. If an applicant is denied admission, the THA will notify the applicant, in

writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) calendar days to request an informal meeting (verbal or writing) with the THA. An THA representative will hear the appeal and issue a decision within ten (10) calendar days of the meeting.

2. As a general rule applicants may be denied admission to Public Housing for the following time frames, which begin on the date of application unless otherwise stated:

- a. Denied admission for one (1) year for the following:

1. Past rental record
2. Poor rent paying habits
3. Poor housekeeping habits, in and outside the apartment
4. Damages
5. Disturbances
6. Unauthorized person (s) living in the unit
7. Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents
8. Being evicted from a Housing Authority, including having moved out while under notice for lease termination or by a private landlord.

- b. Denied admission for three (3) years, as follows:

Evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity, beginning on the date of such eviction order; and

The THA may waive this requirement if the person demonstrates, to the THA's satisfaction, successful completion of a rehabilitation program approved by the THA, or that the circumstances leading to the eviction no longer exist.

- c. Denied admission for five (5) years for the following:

- (1) False Statement (false information provided by the applicant as defined within this policy);
- (2) A criminal conviction record that indicates that the applicant or a member of the applicant household, may be a threat to the health and safety or peaceful enjoyment of the premises of other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period; and
- (3) Illegal abuse or use of controlled substances without evidence of rehabilitation.

- d. Denied admission for ten (10) years for conviction for drug trafficking, distribution, sale or manufacture of illegal drugs, except as otherwise stated herein;
  - e. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program; and
  - f. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”). Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
2. These time frames are guidelines. The THA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other residents or may admit persons who exhibit evidence of rehabilitation.
  3. The foregoing list is not intended to be all inclusive. Applicants may be denied admission if the THA has reason to believe that the conduct of the applicant has been such that is likely to adversely affect health, safety, welfare or peaceful enjoyment of other residents; or adversely affect the physical environment or the financial stability of the property, if the applicant were admitted to the community.

## **SECTION 11. SITE BASED RESIDENT SELECTION AND ASSIGNMENT PLAN**

1. **Selection Process:** Residents will be selected from among eligible applicant families whose family composition is appropriate to available dwelling units, irrespective of race, color, religion, gender, disability, familial status or national origin. The THA will take into consideration the needs of individual families for low rent housing and the statutory purpose in developing and operating a socially and financially sound low income housing program, consistent with the objectives of providing a decent home and suitable living environment that fosters economic and social diversity in the resident community as a whole.

THA has included within its Admission and Continued Occupancy policy various marketing outreach measures that affirmatively further fair housing opportunities. Consistent with HUD regulatory requirements, the status of racial, ethnic or disability related information, by site, will be included within the THA Agency Plan and is subject to HUD review and approval. Occupancy data will be reported and submitted to HUD as required by regulation.

The selection system of site-based waiting lists will provide full disclosure to each applicant of any option available to the applicant, in the selection of the

development in which to reside, including basic information about available sites (location, occupancy, number and size of accessible units, amenities such as day care, transportation and training programs and an estimate of the period of time the applicant would likely have to wait to be admitted to the units of different sizes and types at different sites.

At least every three (3) years, THA will use independent testers or other means satisfactory to HUD to assure that the waiting list is not being implemented in a discriminatory manner and that no patterns or practices of discrimination exist. THA will take steps necessary to remedy problems that surface during the review and to affirmatively further fair housing.

2. **Economic and Social Deconcentration:** Selection will be made in such a manner to avoid concentrations of the most economically and socially deprived families in one or all of the housing communities operated by the THA; and to maintain a resident population in each housing community composed of families with a broad range of income and rent paying ability that is generally representative of the range of incomes of low income families in the THA's area of operation as defined by state law.
3. **Order of Selection for Housing of Eligible Applicants:** Applicants will be housed, in the following hierarchical order, except as otherwise stated herein:
  - a. Unit size/type needed by applicant;
  - b. Date and time of application, subject to meeting requirements of the deconcentration rule, as contained within this policy, to supersede the selection of applicants based on date and time, if applicable, and allow the THA to skip families on the waiting list to accomplish this goal; and
  - c. An elderly family will have priority over a single person.
4. **Housing for Safety and Natural Disaster:** Qualified applicants requiring housing due to documented family abuse, natural disaster and fires shall be housed immediately upon the availability of the appropriate size apartment.
5. **Certification of Eligibility:** As a part of the application record of each applicant, determined to be eligible for admission, the Property Manager of the site to which the applicant applied, will certify on completed and processed applications for admission or continued occupancy form that information and representations have been verified and that the determination of the THA is correct with regard to the applicant meeting all conditions of eligibility provided in this policy.
6. **Offer of Housing:** When the applicant has met all conditions and requirements for housing, including site and video orientation, the Property Manager will extend a written offer of housing to the applicant. The applicant may reject the apartment offered, for good cause shown, such as

medical requirements or disability/familial status reasonable accommodation; or the age of children and lead status of the apartment, and remain in the applicant's position on the site based waiting list, pending suitable apartment readiness, for a period not to exceed one year from date of application, at which time the application file will be closed if suitable housing for that site is not available. In the event, a suitable apartment to meet the applicant's needs is not likely to become available within one (1) year of the date the applicant is determined eligible, the Property Manager, subject to approval of the Director of Housing, may transfer the approved application to a site that is more likely to have suitable accommodations within one year. In the event the apartment is rejected for reasons of personal preference, the application file will be closed and the applicant may re-apply.

## **SECTION 12. OPPORTUNITY FOR HEARING**

1. Applicants who do not meet the admission requirements of this policy will be denied admission. THA will provide an opportunity for a hearing for applicants who are denied admissions consistent with HUD regulatory and legal requirements. The applicant may exercise rights in this policy or otherwise, if the applicant believes the applicant has been discriminated against on the basis of race, color, religion, sex, handicap, familial status, or national origin.
2. If the THA determines that an applicant does not meet the admission criteria, the Property Manager of the property for which the applicant was denied will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with an THA representative to review it. The Property Manager denying admission will sign each denial notice and provide a copy to the Director of Housing.
3. The denial notice will allow the applicant ten (10) calendar days to request (verbal or in writing) an informal meeting with the Director of Housing or other THA designee (THA representative). The person designated by the THA to conduct the informal meeting will be an impartial person, other than a person who made the decision or approved the denial. The THA representative will meet with the applicant to hear the applicant's statement regarding the denial.
4. The representative will issue a written decision regarding the denial within ten (10) calendar days of the meeting.

## **SECTION 13. INCOME VERIFICATION AND DOCUMENTATION**

1. THA policy is to verify all applicant and resident income information, consistent with the purposes and methods permitted or required by federal

regulations, for admission and continued occupancy. THA will document income sources on the applicant or resident file, as applicable. The THA may verify income sources as follows:

- A. Verification of employment for wage earners;
  - B. Verification of public assistance for those persons who receive public assistance;
  - C. Verification of assets (savings, stocks, bonds, etc.); and
  - D. Other means or sources of income verification.
2. The THA will use the up-front verification method to assist in identifying discrepancies between information reported and information verified.
  3. When an income determination is made, applicants will be informed, in writing, by an authorized THA representative, of eligibility or ineligibility, subject to meeting all other eligibility criteria, as provided in this policy. Applicants who are determined ineligible will be informed, in writing, of the right to an informal hearing regarding the determination of ineligibility.

#### **SECTION 14. ORIENTATION OF FAMILIES AND MOVE-IN**

A. Orientation: The purpose of family orientation is to inform and discuss admission and continued occupancy requirements for the resident and the THA. More than one family may be scheduled for orientation at the same session. Opportunity will be given to meet separately with the Property Manager, if needed. The orientation is conducted and includes guidelines as follows:

1. All applicants are required to attend a pre-occupancy video and site orientation session prior to being offered housing. This orientation is conducted by the Property Manager on the site where the applicant has been determined eligible to be housed. Written notice of the date, time and place of the scheduled orientation will be provided to the applicant. All adult members of the applicant household are required to attend orientation. Applicants (including adult household members) who fail to attend a scheduled pre-occupancy video orientation session will not be offered housing until such time as the THA Property Manager certifies that the applicant has attended a pre-occupancy video and site orientation session. When the applicant meets pre-occupancy certification requirements, the applicable THA Property Manager may offer an apartment to the applicant. The applicant is given an opportunity to view the apartment prior to signing the lease and other documents required before occupancy;

2. Applicable security deposit, pro-rated rent and other charges will be collected on the day of and prior to the family orientation session;
3. The Lease and Grievance Procedure is explained in detail to the applicant(s). Reasonable accommodations will be made to assist disabled families requiring alternative forms and methods of discussion and explanation. Families are expected to inform the Property Manager of special needs prior to the orientation session to allow for adequate preparation to meet these needs;
4. Failure to attend a scheduled orientation (without notice to the THA) will result in the family's application being placed in the inactive file and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend an orientation will be scheduled for the next orientation; and
5. Additional Format of the Orientation: The applicant is provided a copy of the dwelling lease and Grievance Procedure. The provisions of the Lease and Grievance Procedure are explained to the applicant. The lease specifies the unit to be occupied; family composition; date(s) of the lease term; the rent to be charged; utility reimbursement (if applicable); excess utilities; and the terms of occupancy. Lead based paint status of the site is disclosed and lead based paint precautions are discussed with all families for all sites.

**B. Dwelling Lease Completion - Move In - Additional Orientation**

1. The head of household of the family is notified of approval for admission to the housing site is required to execute a dwelling lease prior to being housed. One executed copy is to be furnished to the resident and the original executed copy is to be retained in the resident's file.
2. When a resident family transfers to another dwelling, a new lease is to be executed with the new terms. The existing lease is canceled. Orientation to a different site and a different dwelling is required. Orientation must be documented on the resident file. A family is not to be transferred to a unit until the appropriate dwelling lease is signed.
3. If, during the term of the dwelling lease, changes in the resident's status result in the need to change or amend any provision of the lease, or if the resident status changes resulting in a replacement of page one of the lease, there will be a follow up orientation on these changed terms with the Property Manager or designee.
4. If there is a change in family composition that causes the family to be over or under housed the family will be required to move to the appropriate size unit when available. A resident family has preference over an applicant for appropriate unit sizes. If the THA has more vacancies than families on the

waiting list for the unit size of the family that is over housed, the family may remain in the unit until the next scheduled re-certification date. Families that are under housed will be housed in the appropriate size unit when one is available. If an appropriate size unit is not available on the site where the family signs or is due to sign a dwelling lease, the family or the family's application, as applicable may be transferred to a site where there is an appropriate size unit, subject to meeting all site based waiting list and site orientation requirements as indicated in this policy.

## **SECTION 15. ANNUAL INSPECTIONS OF PUBLIC HOUSING UNIT**

All occupied public housing units are to be inspected annually, consistent with HUD standards. The THA has a system in place to implement and document the inspection of public housing units. If the inspection results in a work order, the repairs are made in accordance to the urgency of need as documented by the inspection sheet. The THA has a system that tracks each inspection. The inspection form used by the THA meets or exceeds the requirements of the Uniform Physical Conditions Standards.

## **SECTION 16. INSPECTION AND ENTRY OF UNITS**

- A. The resident will be given notice as outlined in the dwelling lease, that the unit will be inspected. The lease provides for modified notice in event of emergencies or exigent circumstances. The notification will indicate the date and the approximate time of the inspection. The inspector will prepare a report of the inspection findings to be maintained on the resident file.
- B. If the inspection results indicate that the resident has poor housekeeping habits that need to be improved Property Manager will schedule a meeting with the resident for counseling housekeeping standards and requirements under the lease. A follow-up inspection will be conducted within a scheduled time after the counseling session. If the condition continues to exist, the Property Manager may take appropriate action necessary to correct the situation including enforcement of the lease as permitted by law. Property Manager is expected to take steps to help the resident improve before starting the eviction process.
- C. If the inspection indicates that the resident has caused damage to the premises that is beyond normal wear and tear, the damaged items will be replaced or repaired, as determined by THA, The resident will be billed for the damages, as posted. If the damage is severe, a report will be generated by Property Manager to take appropriate action with the resident, based on the terms of the dwelling lease.
- D. Authorized THA staff may enter an unoccupied unit at any time for inspection, service repair or preservation of the unit. Occupied units may only

be entered by authorized THA staff or contractors consistent with the terms of the dwelling lease. When authorized THA staff enters a dwelling unit for inspection, repair or service purposes, the resident will be provided written notice of the reason, date and time of the entry.

## **SECTION 17. OTHER TYPES OF INSPECTIONS**

- A. Move-in Inspections: THA requires that the resident and the Property Manager or designee jointly inspect the unit prior to move-in. This inspection, performed with the resident at move-in, after signing of the lease agreement, is documented by the THA on an inspection form signed by the resident head of household. This inspection documents the condition of the unit at move-in and is maintained on the resident file.
- B. Move-Out Inspections: THA requires inspections of all units at the time the resident moves out of the unit. This inspection is performed with resident, if available, documented by the THA on an inspection form and signed by the resident, subject to availability. This inspection is to determine if the resident is responsible for any damages and owes any charges to THA. The security deposit will be used to offset any charges due the THA. THA will notify the resident of the disposition of the security deposit as required by law.
- C. Preventive Maintenance (PM) Inspections: PM inspections are performed by the THA staff on a regular basis and the residents are given at least two days notice prior to the inspection.
- D. Property Manager Inspection: The THA representative will perform regular home visits to see if the resident is keeping the unit in a decent, safe, and sanitary condition. This visit can also be used as an opportunity to get to know the resident and see if they have any specific needs that we can help them with and/or refer them to a service agency. The resident will be given at least two days notice, prior to the inspection.
- E. Special Inspections: Representatives from the U.S. Department of Housing and Urban Development and/or other Government Officials visit the THA to monitor operations and as part of the monitoring they will inspect a sampling of the public housing inventory. The affected residents will be given two days notice.
- F. Emergency Inspections: If an authorized employee and/or agent of the THA has reason to believe that an emergency exists within the public housing unit, the unit can be entered **WITHOUT** notice. The person(s) that enters the unit must leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

## **SECTION 18. DETERMINATION OF RENT, RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES**

A. THA will determine rent for admission and continued occupancy consistent with federal housing regulations. Rent may be changed, through recertification, annually based on changes in family income, composition and other allowable factors. All forms and other information obtained for purposes of family annual recertification or interim re-determination, will be maintained in the on site resident file.

B. Determination of Rent

Rent, as fixed at admission or annual re-examination, will remain in effect for the period between regular rent determinations unless the following changes in family circumstances occur:

1. Loss or addition to family composition of any family member through birth, death, divorce, removal of other continuing circumstances and the amount, if any, of family member's income;
2. Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is 18 years, or older;
3. Correction of inadvertent errors made at admission or re-examination that will be retroactive to the date of error;
4. The resident agrees to report changes, in writing, and provide verification and documentation for certification following any change in annual income within ten (10) calendar days of the occurrence;
5. Temporary employment/unemployment or increases and decreases in wages for any reason of less than thirty (30) days will not constitute a rent adjustment;
6. The THA must lower the rent for a family whose income is reduced because of the expiration of a welfare-initiated time limit. This must be reported by the resident within ten (10) days from the time of change of income in accordance with the dwelling lease. If the family's welfare benefits are reduced because of a the submission of falsified information, noncompliance with economic self-sufficiency program or work activities requirements on the part of a family member, the THA is prohibited from reducing the family's rent contribution to reflect the lower benefits income.

C. Annual Re-examination

1. The THA will, at least once each year, re-examine composition and incomes of all resident families. For families who choose flat rents, the THA must

conduct a reexamination of family composition and community service requirements at least annually, and a reexamination of family income at least once every three years. This reexamination will be done at least 30-days and not more than 120-days prior to the anniversary month.

2. Residents will be required to complete applicable recertification forms and provide necessary information for verification of income, family composition and community service status. Each family member will be required to furnish information required by this policy, federal regulations and the dwelling lease. Failure to comply may result in lease enforcement for this purpose. Records will be maintained to document that every resident undergoes re-examination within a twelve-month period.
3. Upon completion of re-examination and verification, the resident will be notified, in writing, no later than thirty (30) days prior to the effective date of the following:
  1. Any change in rent and the date on which it becomes effective;
  2. Any change required in the size of dwelling unit occupied;
  3. Any instance of misrepresentation or noncompliance with the terms of the dwelling lease and the corrective action(s) to be taken;
  4. The amount of resident rent and the amount of flat rent;
  5. Community service requirements to be met.
4. Once each year, the resident will be sent a notice to report to the appropriate site management office at a specified date and time to execute a new first page of the lease or to sign a new lease, as may be applicable.
5. If the THA determines that the size of the premises is no longer appropriate for the resident's needs, the resident may be required to transfer to another site or unit, as allowed by the THA site-based transfer provisions.

D. Interim Re-determination of Rent

1. Rent, set at admission or annual re-examination, will remain in effect for the period between regular rent determinations unless changes in family circumstances occur or allowable changes are requested in flat rent payments. The resident is required and must agree to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence:
  - a. Loss or addition to family composition of any family member through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the THA in advance, and must qualify, the same as an applicant or any prospective new resident;

- b. Employment, unemployment, or changes in income from employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older;
- c. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Temporary Assistance to Needy Families, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Unemployment Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts;
- d. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and re-determination of rent;
- e. Errors or omissions made at admission or re-examination shall be corrected by the THA. Retroactive payments will be made to the resident if the error is in the resident's favor;
- f. A resident who has had an income reduction/increase after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source;
- g. For families paying a flat rent, the head of household may request at any time that his/her rent be changed to an income based rent due to a financial hardship. Financial hardships include the following situations:
  - 1. The family has experienced a decrease in income because of changed circumstances, including loss or reduction in employment, death in the family or reduction in or loss of earnings or other assistance;
  - 2. The family has experienced an increase in expenses because of changes in circumstances for medical costs, child care, transportation, education or similar items;
  - 3. Such other situations determined by the THA to be appropriate.
- h. A family that changes from flat rent to income based rent, due to a financial hardship, may elect to return to a flat rent at the next annual re-examination.

E. Notice of Rent Adjustment

On occasions, the THA is required to compute rent based on information that is supplied by the resident and third party information not be provided by the

employer or other verifying source at the time of the initial calculation. When this occurs the THA will compute rent based on the information available. When the information is verified, the resident will be notified in writing. If an underpayment was made based on the information provided, the resident will have fourteen (14) days from the date of the THA notification to pay the amount specified. If the resident has made an over-payment, that amount will be credited to the resident's account. A copy of the notice of rent adjustment, signed by the authorized THA representative, is provided to the resident as an amendment to the lease, with the original maintained on the resident file.

F. Processing Interim Rent Re-determination

Residents are required to report all changes in family composition or income status to the THA in writing within 10 calendar days of occurrence. Failure to report in writing within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. Residents are also required to report interim increases in income if they have been granted interim rent reductions. The THA encourages families to improve their economic circumstances. Therefore, changes in family income between reexaminations will not necessarily result in a rent increase. The THA will process interim adjustments in rent as follows:

1. Rent will decrease when there is a decrease in family income, except for decreases that last fewer than 30-days. The THA will process an interim reduction in rent if the income decrease will last more than 30 days. Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions. The decrease in rent will take place in the next month for which rent is due;
2. The THA will process an interim increase for income increases that follow interim rent reductions. An increase in household income may result when a person with non-excludable income joins the household. The increase in rent will occur in the next month for which rent is due;
3. An increase in earned income from existing employment of a current household member will be deferred to the next regular reexamination;
4. When the resident becomes employed within a twelve month period, the THA will process an interim increase, unless the individual is eligible for an earned income disallowance. The disallowance will be granted for first time employment within the period. If the member participates in the THA Family Self Sufficiency Program, the difference between the existing rent and the processed rent will be placed in an escrow account for the participant, unless otherwise eligible for earned income disallowance;
5. Incremental increases in family income due to pay increases or raises from existing employment will be deferred to the next regular reexamination;

2. Increase in unearned income (e.g. COLA adjustment for social security) will be deferred to the next regular reexamination;
3. If it is found that a resident has misrepresented or failed to report facts upon which rent is based so that the resident is paying less than the resident should have been paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The resident will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the resident may be subject to civil and criminal penalties. **Misrepresentation is a serious lease violation that may result in eviction.**

G. Special Re-examinations

12. Special re-examinations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:
  - a. If annual family income cannot be accurately determined due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special re-examination is to be scheduled for thirty (30), sixty (60), or ninety (90) days, depending on circumstances. The resident will be notified, in writing, of the date of the special re-examination. If the family income can be anticipated at the scheduled time, the re-examination will be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination will be scheduled and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made;
  - b. Rents determined at special re-examinations will be made effective based on the provisions of this policy, as applicable;
  - c. When a family qualifies for an earned income disallowance, the date for their next regular reexamination is permanently adjusted to be 12 months following the date that the income disallowance began;
  - d. Families who report zero income will have their circumstances examined according to the special reexamination section until they have a stable income. Regular or recurring monetary or contributions from persons not residing in the dwelling unit for any purpose shall be considered income;
  - e. Families who report they are not receiving court ordered child support payments will be required to submit verifiable documentation that may include print-outs from court every 90 days.

H. Action Following Re-examination:

1. If there is any change in rent:
  - a. A Notice of Rent Adjustment will be issued to the resident as an amendment to the lease; or
  - b. A new lease agreement will be signed; or
  - c. An amendment to the lease will be signed reflecting the changed provisions.
2. If any change in the unit size is required, the family will be transferred to an appropriate size unit, or placed on a transfer list in accordance with the site-based transfer criteria described in this policy, and moved to an appropriate unit when one becomes available.

I. Reduction of Welfare Benefits

1. If the resident requests an income re-examination and the rent reduction is predicated on a reduction in resident income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the family's benefits have been reduced because of:
  2. Noncompliance with economic self-sufficiency program or;
  3. Work activities requirements; or
  4. False statements causing the reduction.

J. Exception to rent reductions

Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced.

K. Remaining Family Member

1. A remaining family member, as defined in this policy, may remain in public housing, subject to meeting eligibility and occupancy requirements, provided the head of household has occupied the unit for a period of one year. This person must complete forms necessary for housing within ten (10) days from the departure of the lease-holder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit.

2. Any person who claims to be a remaining member will be, in the event the THA determines the member ineligible for remaining member status, entitled to the grievance process under this policy. The member will be provided written notice of being not determined a remaining member of the household. The grievance proceeding must be requested in writing, within ten (10) days from the date of the departure of the head of household by the person requesting remaining member status, or within ten (10) days of written notice of the determination of non-remaining member status, as applicable. In the interim between the time of the request for the grievance process and the decision by the hearing officer, all rent due pursuant to the lease, is to be paid in a timely manner until the time a decision is made on the grievance. The THA does not recognize the person as head of household by giving the opportunity for a grievance hearing. A remaining member is not considered to be head of household until such time as a new lease is executed by the THA and the person is granted head of household and occupancy status based on meeting verified eligibility and occupancy requirements.

## **SECTION 19. SITE-BASED TRANSFER POLICY**

- A. THA will transfer families through a site - based process. Transfers will be based on meeting the needs of the resident for quality living conditions as described herein and for meeting the needs for effectively managing THA properties. Transfers may be requested by the resident and made, subject to THA site-based plan approvals or initiated by THA, consistent with this policy. The objectives of this transfer policy provision include full utilization of available housing resources; facilitating relocation of families for modernization or other housing purposes; or eliminating vacancy and other expense losses through appropriate management of housing resources.
- B. Each site will maintain a transfer list that includes residents who have been approved for transfer but have not moved. The list will be maintained on a priority basis as defined by this policy. Residents may be transferred within the property, subject to occupancy requirements, with approval of the site Property Manager. Residents may be transferred from one THA site to another subject to the approval of both the transferring site manager and the receiving site manager. Current family residents have priority for housing, over applicants on a waiting list at either site, for transfers based on medical, reasonable accommodation or other lawful requirements. Transmittal of an application for housing from one site to another is not a transfer.
- C. This policy is not intended to create a property right or interest in any THA property. It does not give the right to a choice of any particular housing unit or type of housing unit.

### **1. Types of Transfers**

- a. THA initiated: The THA may, at its discretion, transfer residents within a site or from one site to another, because of an uninhabitable unit, major repairs, or other actions initiated by management. For these types of transfers, the THA will cover the cost of the transfer pursuant to costs allowed by HUD;
- b. Transfers for Reasons of Health: Residents may be transferred when there is a documented medical or physical need for such transfers, such as inability to negotiate stairs or steps. The resident will be required to provide a statement from a medical doctor or other legally recognized health care provider certifying the need for a specified transfer accommodation. This procession also includes transfers consistent with the requirements of VAWA. The Property Manager for the site on which the resident lives, will assess available housing within the resident's current neighborhood to make the transfer. If the appropriate size and type of unit is not available on the site, the Property Manager will initiate transfer to another site that has available housing to meet the need. The resident must pay for moving expenses, unless the transfer is necessitated as a result of a reported elevated blood lead level at a site where lead is known to be present. In instances of reported elevated blood lead levels, the THA will cover the cost of the transfer from a site with known presence of lead, pursuant to cost allowed by HUD;
- c. Convenience Transfers: The Executive Director, Assistant Executive Director or designee may permit a transfer to another housing community or public housing facility for the convenience of the resident. The cost of the transfer shall be borne by the resident. Transfers for convenience will not take priority over the site based waiting lists. Prior to the transfer, the Property Manager will perform an inspection on the current unit to determine the amount of charges the resident will be required to pay as a result of resident caused damages, if any. The Property Manager will perform a final inspection with the resident on the unit that the resident transferred from after the keys are turned in; a final determination will be made by the Property Manager as to additional charges that may be due the THA. For example, the resident may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the THA, as a result of this inspection, the resident must pay for these damages within fourteen (14) days of written notice from the THA; and
- d. Request for transfers for convenience must be made, in writing, to the THA at the resident's Property Management office stating the reason for the requested transfer. The THA will issue a decision within thirty (30) days of receipt of the request, and if approved, provide the resident with a list of the charges that will be the resident's responsibility to pay prior to the transfer.

D. Transfers for Over/Under-housed Families to the Appropriate Unit - The

THA may transfer residents to the appropriate sized unit. Residents are obligated to accept such transfers. Transfers will be made as follows:

1. Determination of the correct sized apartment shall be in accordance with the THA's occupancy guidelines, as outlined in this policy;
  2. Transfers into the appropriate sized unit will be made within the same neighborhood unless that size unit is not available on the site; and
  3. The resident must pay for their moving expenses.
- E. Priorities for transfers - All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the THA due to modernization work and/or other good cause as determined by the THA. Priority transfers are listed below:
1. THA initiated transfers;
  2. Transfers for health reasons;
  3. Residents who are under-housed;
  4. Residents who are over-housed; and
  5. Convenience transfers.

Within each priority type, transfers will be ranked by date. In processing transfers requested by residents for approved health reasons or to move to a larger apartment, the date shall be that on which the changed family circumstances are verified by the Property Manager. The THA reserves the right to immediately transfer any family who has misrepresented family circumstances or composition.

#### F. Transfer Procedures

The Property Manager for each site will:

1. Prepare a prioritized transfer list, as needed, at re-examination;
2. Notify residents by letter of their pending transfer;
3. Participate in evaluation of the request for transfer;
4. Issue final offer of vacant apartment as soon as a vacant apartment is identified. Coordinate transfers with other site managers, as appropriate;
5. Issue notice to transfer as soon as a vacant apartment is available for occupancy;
6. Participate in planning and implementation of special transfer systems for modernization and other similar programs; and
7. Inspect both apartments involved in the transfer, charging for any resident damages that are not considered normal wear and tear.

### **SECTION 20. LEASE TERMINATION AND EVICTIONS**

THA policy pertaining to lease termination and evictions is contained within the dwelling lease as it may be modified from time to time consistent with federal housing regulations and applicable state law. Consistent with federal regulations,

THA may terminate or not renew a lease for serious or repeated violations of its material terms by resident families. THA has a zero tolerance policy for violations of lease terms that relate to criminal activity or drug related criminal activity. Terms of the THA dwelling lease, as it may be modified from time to time, are incorporated into this document by reference as the guideline to be used for lease terminations and evictions. Lease terminations and evictions will be process according to the provisions of the Violence Against Women Act.

## **SECTION 21. COMPLAINTS AND GRIEVANCE PROCEDURES**

- A. Purpose and Scope. The purpose of the THA complaints and grievance procedures is to assure that THA residents are afforded an opportunity for a hearing within a reasonable time period. The resident is expected to submit the dispute or complaint within the time periods specified in the THA Grievance Procedures. The resident may offer a grievance concerning any actions that adversely affect the resident's rights, duties, welfare or status. This includes such matters as setting of rent; termination or non-renewal of the lease; improper disclosure or use of information obtained by THA from criminal record sources or drug treatment centers. The Grievance Procedures are attached to this policy as Appendix A.
- B. Complaints and grievances are to be processed in accordance with the THA Grievance Procedures, as follows:
  - 1. Problems that occur in a specific community will be addressed by the Property Manager;
  - 2. Problems that are not resolved by the Property Manager shall be referred promptly to the Director of Housing.
  - 3. If the problem cannot be resolved by the Director of Housing, the problem may be submitted to the Assistant Executive Director or Executive Director, as appropriate.
- C. For families or individuals who report discrimination in obtaining assisted housing, the THA will assist in the completion of the Equal Opportunity complaint form HUD-903, when required by law or regulation. All complaints of discrimination will be reviewed and addressed as appropriate, consistent with the provisions of this policy.

## **SECTION 22. SECURITY DEPOSITS**

Except as otherwise approved by the Board of Commissioners for marketing purposes, a security deposit is required as provided in the THA Dwelling Lease. Security Deposits may be refunded as provided in the dwelling lease and as required by applicable state law.

**SECTION 23. OCCUPANCY GUIDELINES**

A. Applicable federal regulations govern permitted occupancy of public housing units at THA. The following guidelines determine the number of bedrooms allowed to accommodate each family member without overcrowding or over-housing. These guidelines may be waived only when necessary to achieve or maintain full occupancy and after every effort has been made to stimulate applications from families appropriate to the existing vacancies, or for other specified exceptions. Families may be assigned different sized units with the written understanding that they will transfer to the appropriate size unit when instructed to do so by the THA. This provision will be made a term of the dwelling lease or an amendment to the lease. Otherwise, the following occupancy standards apply, as suggested guidelines:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

- B. Assignments will be made so that there will be a choice of bedrooms by persons of different sex over the age of six (6) years. Head of household, spouse or co-head will be assigned to one bedroom. THA does not determine bedroom arrangement of family members.
- C. In the case of chronic illness, or other physical infirmity, a deviation from the occupancy guidelines, as presented above is permissible, with evidence and documentation from a licensed physician.
- D. Every family member is to be counted as a person. For purposes of establishing the unit size for a family, an unborn child will be counted as a member of the family household. Foster children will be counted as family members for determining the number of bedrooms.
- E. THA may offer units based on one person per bedroom as an incentive to encourage implementation of its income targeting and economic de-

concentration policy.

- F. Exceptions to minimum standards will be made to accommodate persons with disabilities. The resident is expected to request the accommodation and document the need for the exception.

## **SECTION 24. COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS FOR POSTING INFORMATION**

- A. Each site will post equal opportunity information in a manner that is accessible to applicants and residents. Generally this is to be through a board for bulletins or other wall device that clearly and consistently displays the information for availability. Required posting includes the following:

1. Policies and procedures governing Admissions and Continued Occupancy Policy (ACOP), including the THA resident selection and assignment plan;
2. Open Occupancy Notice (Applications being accepted and/or not accepted);
3. Directory of housing communities including names, address of property management offices; number of units by bedroom size, number of units specifically designed for the elderly, handicapped, and office hours of all THA facilities;
4. Income limits for admission;
5. Utility allowances;
6. Current schedule of routine maintenance charges;
7. Dwelling Lease;
8. Grievance Procedures;
9. Fair Housing Poster;
10. Equal Opportunity in Employment Poster;
11. Current notices to residents;
12. Security deposit charge;
13. Trespass Policy;
14. Lead-base paint test summary report for the property;
15. Sexual harassment policy and procedures for reporting; and
16. Flat Rents/Ceiling Rents.

## **SECTION 25. PET POLICY**

### **A. PET OWNERSHIP**

A resident may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the following conditions:

1. Each head of household may own up to two pets. If one of the pets is a dog

or cat, or other four legged animal, the second pet must be contained in cage or an aquarium for fish. Each bird, or other animals, other than fish, shall be counted as one pet.

2. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months, and cats must be de-clawed by the age of three (3) months. The evidence can be provided by a statement/bill from a veterinarian and/or staff of the humane society. The evidence must be provided prior to the execution of the Pet Policy Agreement and/or within ten (10) days of the pet becoming of the age to be neutered/spayed or declawed. Resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of the cat cannot exceed 10 pounds (fully grown) and a dog may not exceed 20 pounds (fully grown). All other four legged animals are limited to 10 pounds (fully grown).
3. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
4. If the pet is a fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
5. If the pet is a dog or cat, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian or staff of the humane society and must be provided before the execution of the Pet Policy Addendum.
6. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Residents lawns. Pets without a collar will be picked-up immediately and transported to the Humane Society or other appropriate facility.
7. All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object is not considered to be under the control of an adult. Pets, unleashed or leashed, and unattended on THA property may be impounded and taken to the local Humane Society or other animal control facility. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. If a member of the THA Staff takes a pet to the Humane Society or animal control facility, the resident will be charged \$50.00 to cover the expense of transporting the pet(s).
8. Pets may not be left unattended for more than twenty-four consecutive

hours. If it is reported to THA staff that a pet(s) has been left unattended for more than a twenty-four (24) consecutive hour period, THA staff may enter the unit and remove the pet and transport the pet to the Humane Society or other animal control facility at the resident's expense. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident. In the case of an emergency, the THA will work with the resident to allow the resident to make accommodations for the pet.

9. Pets, as applicable, must be weighed by a veterinarian or staff of the Humane Society or other animal care facility. A statement containing the weight of the pet must be provided to the THA prior to the execution of the Pet Policy Addendum. Any pet that is not fully grown will be weighed every six months. Any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from THA property.
10. **Responsible Pet Ownership.** Each pet must be maintained responsibly and in accordance with the pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly disposed of by the resident to avoid any unpleasant and unsanitary odor from being in the unit.
11. **Service Animals:** Pursuant to The Americans with Disabilities Act, as defined, service animals are **any** guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are **not** considered to be pets. A person with a disability uses a service animal as an auxiliary aid, similar to the use of a cane, crutches or wheelchair. For this reason, THA shall permit the use of a service animal by an individual with a disability or by an individual who is elderly.
12. **Companion Animals:** Pursuant to the Fair Housing Amendment Act of 1988, companion animals are considered to be a type of service animal. As a matter of reasonable accommodations, due to a resident's physical or mental disability, THA recognizes the health benefits of and the need for a live-in companion animal. Therefore, THA allows for a live-in companion animal upon the resident's request.

A resident's request for a companion animal must be accompanied by proper verification from a medical/psychological professional, that the companion animal provides significant therapeutic benefits in items of their illness and decrease the need for medication. A *seeing eye* dog, although not considered a pet, will be vaccinated in compliance with the Tuscaloosa County Animal Control Ordinance.

The THA does not discriminate against any person from admission or continued occupancy of such housing because of ownership of a companion

animal. This is also applicable to ownership or possession of a service animal.

13. **Prohibited Animals:** Animals or breeds of animals that are considered by the THA to be vicious or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: **reptiles, rottweiler, doberman pinscher, pit bulldog or any animal that displays vicious behavior.** This determination will be made by a THA representative prior to the execution of the Pet Policy Addendum.
14. **Pet Disturbances:** Pet(s) will not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, *disturb*, *interfere* or *diminish*, include but are not limited to barking, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously or incessantly for a period of 10 minutes or intermittently for one-half hour or more and, therefore disturbs any person at any time of the day or night. The Property Manager will terminate the authorization if a pet disturbs other residents as provided in the Pet Policy Addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
15. **Service Animal/Companion Animal Disturbances:** It is very important to note that the statute provides that the THA is explicitly permitted to require the removal of any animal considered a *nuisance* or a *threat* to other persons in the community. It is of the utmost importance that residents with companion animals take all reasonable steps to keep their companions content in their homes. Excessive noise, unsanitary conditions, or threatening behavior on the part of the animal would provide a basis for the THA to require the companion animal to be removed from the unit.
16. **Destructive Pet(s):** If the animal is destructive, creates a nuisance, represent a threat to the safety and security of other persons, or creates a problem in the areas of cleanliness and sanitation, the Property Manager will notify the resident, in writing, that the animal must be removed from the housing community, within 10 days of the notice from the THA. The resident may request a hearing, which will be handled according to the THA established grievance procedures. The pet may remain with the resident during the hearing process unless the THA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by the THA, the pet must be immediately removed from the unit and the community upon receipt of the notice from the THA.
17. **Pet Waste:** The resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the housing community. If the pet is taken outside it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the THA staff is

required to clean up any waste left by a pet, the resident will be charged \$25.00 for the removal of the waste.

18. **Pet(s) Restrained:** The resident shall have pets restrained so that maintenance can be performed in the apartment. The resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident shall be charged \$25.00. If the same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by THA staff and taken to the local Humane Society. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Also, if a member of the THA staff takes a pet(s) to the Humane Society the resident will be charged an additional \$50.00 to cover the expense of taking the pet(s) to the Humane Society. The THA shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the THA.

19. **Breeding:** Pets may not be bred or used for any commercial purposes.

#### B. SCHEDULE OF ANNUL FEES AND INITIAL DEPOSITS

1. A deposit and annual fee are required for each pet.

<u>Type of Pet</u>	<u>Fee</u>	<u>Deposit</u>
Dog	\$	\$
Cat	\$	\$
Fish Aquarium	\$	\$
Fish Bowl (requires no power and no larger than two (2) gallons)	\$00.00	\$
Caged Pets	\$	\$

2. The above schedule is applicable for each pet. If a resident has more than one pet the applicable deposit and annual fee are required for each pet. The entire annual fee and deposit must be paid prior to the execution of the Pet Policy Addendum.

The annual fee shall be paid at the time of re-examination each year and all proof of inoculations and other requirements shall be made available to the THA at such time. The annual fee is not reimbursable. The deposit made shall be utilized to offset damages caused by the pet and/or resident. Any balance, from the deposit will be refunded to the resident. There shall be no refund of the annual fee.

3. It is a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of the Pet Policy Addendum. The resident will be entitled to a grievance hearing in accordance

with the provisions of the Pet Policy Addendum or Grievance procedure as applicable.

4. **SERVICE/COMPANION ANIMALS FEES AND DEPOSITS:** Pet deposits or fees are not charged for service or companion animals.

## **SECTION 26. RENT COLLECTION POLICY**

- A. All rents are due and payable in advance without notice on the first (1st) day of each month and are to be charged in accordance with 24 CFR 960.253 (Choice of Rent). All rents are to be paid in the on-site property management office that manages the development in which the residents resides. Rents will be accepted in the on-site property management offices during the operating hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Rent may be mailed to the on-site property management office.
- B. All rents are due on the first (1st) calendar day of the month, and are delinquent when any payment is not received by 5:00 p.m. on the \_\_\_ calendar day of each month. Any resident's account that is not paid in full on or before the \_\_\_ calendar day of the month will be assessed a late charge of \_\_\_\_\_.
- C. Residents whose monthly rent payments are in excess of \$99.00 may elect the option of paying one-half (1/2) of the rent on the first day of each month and the remaining one-half (1/2) on the fifteenth (15<sup>th</sup>) day of each month. In the event of a delinquency under this option, the payment plan is automatically canceled and all rent becomes due and payable on the first 1<sup>st</sup> day of each month.
- D. A fourteen (14) day lease termination/demand for possession notice will be mailed and hand delivered to all delinquent residents. Only full payment of rent plus other charges due will be accepted, by payment or arrangement, during this fourteen (14) day period.
- E. Upon the expiration of the fourteen (14) day lease termination/demand for possession notice, the resident's account will be turned over to legal counsel to process for eviction.
- F. When the account has been turned over to legal counsel, no payment on the delinquent account will be accepted at the on-site property management Office. Delinquent residents must contact THA legal counsel regarding payment information.
- G. Residents who are unable to pay rent due to circumstances beyond their control, such as serious illness or loss of employment, will be counseled and assisted by the Property Manager as appropriate. The Property Manager will have the authority to recommend to the Director of Housing an appropriate course of action based on the hardship experienced by the resident. This will include the

recommendation that the resident be placed on a repayment agreement. The Director of Housing will have authority to execute repayment agreements for a period not to exceed two (2) years.

- H. The Director of Housing has authority to execute repayment agreements for delinquent rent, retroactive rent or maintenance charges, to be paid within a reasonable time, not to exceed one (1) year, without the written approval of the Assistant Executive Director or the Executive Director.
- I. THA will forward to the names of all vacated and evicted residents for the balance due (in excess of \$200.00) and uncollected at the time of move-out, THA legal counsel for collections. Judgments may be obtained to collect unpaid balances. Balances may be collected through approved settlements, through bankruptcy proceedings or other lawful means.
- J. An applicant will not be re-admitted with an existing unpaid balance. This provision may not be waived administratively.

## **SECTION 27. FAMILY SELF-SUFFICIENCY PROGRAM**

- A. The purpose of the THA Family Self-Sufficiency (FSS) Program is to promote the development of local strategies for coordination and the use of public and private resources through the public housing and Section 8 rental certificate and rental voucher assistance programs This is to enable families eligible to receive assistance under these programs and to achieve economic independence and self-sufficiency.
- B. The THA has developed an action plan, policy and procedures to implement the requirements of this program. A copy of this plan, policy and procedures is attached to this document and incorporated by reference as if fully set out herein. The FSS plan includes the following and meets the requirements of HUD guidelines:
  - 1. Description of how families (families currently residing in public housing or who are currently receiving Section 8 certificate or voucher assistance are the only families eligible to participate in the FSS program) will be selected to participate in the FSS program (Reference Action Plan and Policy and Procedures to Implement the FSS Program for specific guide-lines on selecting participants for the FSS program). The basic selection criteria is listed below:
    - a. Fifty (50) percent of the THA's slots will be allocated to Section 8 certificate or voucher participants with one or more family members currently enrolled in, or on the waiting list for one or more FSS related service programs such as Job Opportunities and Basis Skills Training (JOBS) and/or Job Training Partnership Act (JTPA); and

- b. The remaining fifty (50) percent of the THA's slots will be filled based on the date and time a family expresses interest in the FSS program. The THA will notify each Section 8 participant, and each public housing family of the availability of the FSS program, in writing, and inform the families that eligibility for participation will be based on the date and time the THA is contacted by the family and an interest is expressed in the program.
2. If the FSS participant under reports income and assets, public housing assistance can be terminated (Reference Section 20 of this document) and/or the family can be terminated from the FSS program. In either case, the THA will not credit the family's escrow account with any portion of the back rent;
3. Description of how public housing assistance is terminated and/or how FSS supportive services are withheld for violations of FSS obligations. Public housing assistance is terminated in accordance with Section 20 of this document. If a family fails to meet its FSS obligations as outlined in the FSS contract of participation, the family can be terminated from the FSS program. The family may be denied public housing assistance if they are terminated from the FSS program. The THA is never required to terminate public housing assistance as a consequence of termination of the FSS contract.
4. If a family was selected to participate in the FSS program and was terminated because they did not meet its FSS obligations, the family may be denied the opportunity to participate in the FSS program the second time based on the fact that they violated FSS obligations the first time the family participated in the FSS program. A family may also be denied the opportunity to participate in the FSS program if they owe funds to the THA or to another public housing authority (PHA).

## **SECTION 28. DECONCENTRATION RULE**

### **OBJECTIVE/ACTION:**

The objective of the de-concentration rule for public housing units is to require that families are housed in a manner that will prevent a concentration of poverty families and/or a concentration of higher income families in any one development. The specific objective of THA is to house no less than 40 percent of its public housing inventory with families that have income at or below 30% of the area median income by public housing development. THA will take action to require that no individual development has a concentration of higher income families in one or more of the developments. To assure that THA does not concentrate families with higher income levels, it is the goal of THA not to house more than 60% of its units in any one development with families whose income exceeds 30% of the area median income. THA will track the status of family income, by development, on a monthly basis.

## SECTION 29. COMMUNITY SERVICE POLICY

- A. Community service must be performed by every non-exempt resident, consistent with the requirements of this policy. Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service does not include political activities.
- B. Each non-exempt, adult (18 years or older) public housing resident, for and during each month of occupancy, must:
1. Contribute eight hours of community service; or
  2. Participate in a self-sufficiency program for eight hours; or
  3. Perform eight hours of combined activities as described in items one and two.
- C. Exemption is required for an adult who:
1. Is 62 years of age or older;
  2. Qualifies with disabilities that prevent the individual's compliance. The individual must provide appropriate documentation to support the qualifying disability, which may include self-certification. In addition, any person who is the primary caretaker of such individual is exempt;
  3. Is engaged in work activities as defined in section 407(d) of the Social Security Act;
  4. Is participating at least eight hours a month in a welfare-to-work program;
  5. Is a member of a family receiving assistance from and in compliance with a State program funded under Part A, Title IV of the Social Security Act; and
  6. Currently working at least 20 hours per week.
- D. Proof of Compliance and Enforcement:

Each head of household must present to the THA property management office, for the site of residence, documentation that all persons, eighteen years of age or older living in the household, who are not exempt, have complied with this section. Documentation may include a letter from the agency on letterhead or other official document. Any such documentation shall be verifiable by the THA. Failure to comply with the Community Service Requirement and to provide appropriate verifiable documentation prior to the date required shall result in the lease not being renewed by the THA. THA may allow the family member who is not in compliance to complete the requirements within

the following year as follows: The head of household and the person not in compliance shall sign an agreement stating that the deficiency will be cured within the next twelve months. The head of household annually at re-certification shall make proof of compliance with the agreement. Failure to comply with the agreement shall result in the lease being terminated for such non-compliance, unless the person(s) other than the head of household no longer resides in the unit and has been removed from the lease.

E. Changes in Exempt or Non-Exempt Status will be handled during an interim or annual re-certification.

F. Eligible activities:

The following are considered as eligible for Community Service:

1. Work at a local public or non-profit institution, including but not limited to: school, Head start, other before or after school program, child care center, hospital, clinic, hospice, nursing home, recreation center, senior center, adult day care program, homeless shelter, feeding program, food bank (distributing either donated or commodity foods), or clothes closet (distributing donated clothing), etc.;
2. Work with a non-profit organization that serves THA residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, other children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Center, Community clean-up programs, Beautification programs, etc.;
3. Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Senior meals programs, Senior Center, Meals on Wheels, etc.;
4. Work with any other public or non-profit youth or senior organizations;
5. Work as an officer of a development or citywide resident organization;
6. Work as a member of the Resident Advisory Committee;
7. Work at the Authority to help improve physical conditions (for example as a floor, grounds or building captain);
8. Work at the Authority to help with children's programs;
9. Work at the Authority to help with senior programs;
10. Helping neighborhood groups with special projects;
11. Working through a resident organization to help other residents with problems, serving as an officer in a Resident Organization, serving on the Resident Advisory Board; and
12. Caring for the children of other residents so they may volunteer.

H. Eligible Self-sufficiency Activities - Eligible self-sufficiency activities in which residents may engage include, but are not limited to:

1. Job readiness programs;
2. Job training programs;
3. Skills training programs;
4. Higher education (community college or college);
5. GED classes;
6. Apprenticeships (formal or informal);
7. Substance abuse or mental health counseling;
8. English proficiency or literacy (reading) classes;
9. English as a second language classes;
10. Budgeting and credit counseling; and
11. Carrying out any activity required by the Department of Public Assistance as part of welfare reform.

### **SECTION 30. CLOSING OF FILES AND/PURGING INACTIVE FILES**

A. The THA will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases, or cases involving a household containing a minor with a reported elevated blood-lead level.

B. During the term of tenancy, and for three years thereafter, THA will keep the resident file. In addition the THA will keep for at least three years the following records:

1. Records with racial, ethnic, gender and disability status data for applicants and residents;
2. The application from each ineligible family and the notice that the applicant is ineligible;
3. HUD required reports and other HUD required files;
4. Lead based paint inspection reports as required;
5. Unit inspection reports;
6. Accounts and other records supporting the THA and financial statements; and
7. Other records which may be specified by HUD.

The THA shall retain all data for current residents for audit purposes. No information shall be removed which may affect an accurate audit.

### **SECTION 31. ADDITIONAL THA POLICIES & CHARGES**

Additional policies and charges are attached to the end of this document and are incorporated as if fully set out herein. These policies and charges may be changed from time to time, or amended, and such changes or amendments shall be substituted in this document so as to keep this policy current. The Executive Director or designee may make revisions or corrections to numbering, lettering,

grammatical or minor omissions or inaccurate insertions, without bringing the policy before the Board for approval. Such revisions or corrections will be reported to the Board of Commissioners within thirty (30) days of the date made.

## APPENDIX A

### TUSCALOOSA HOUSING AUTHORITY

#### GRIEVANCE PROCEDURES

##### SECTION 1: PURPOSE

The purpose of this part is to set forth the established grievance procedure of the Tuscaloosa Housing Authority to assure that a THA resident is afforded the opportunity for a hearing of resident disputes within a reasonable time of any THA action or failure to act involving the resident's lease with the THA or THA regulations which adversely affect the individual resident's rights, duties, welfare or status.

##### SECTION 2: APPLICABILITY

- A. This grievance procedure shall be applicable to all individual grievances as defined in Section 3 of this procedure between the resident and the THA, i.e. to any lessee or remaining head of household who is occupying a THA unit under a written lease. Where HUD has issued due process determinations, and in accordance with such determinations, the THA may exclude from this grievance procedure any grievance concerning a termination of tenancy or eviction that involves:
1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the THA, or
  2. Any drug related criminal activity on or off such premises. If HUD has issued a due process determination, the THA may evict the occupants of the dwelling through the judicial eviction procedures which are the subject of the determination. In this case, the THA is not required to provide the opportunity for a hearing under this administrative grievance procedure. The term *due process determination* means a determination by HUD that law of the jurisdiction requires that the resident must be given the opportunity for a hearing in court which provides the basic elements of due process as defined in Section 3 of this procedure before eviction from the dwelling unit.
- B. This grievance procedure is not available to the following disputes:
1. Claims for personal injury or property damage, whether arising in tort or contract, even if grounded upon the lease. Any dispute which is based in effect on a challenge to the legality or wisdom of any THA Policy or action of authority-wide application.

2. Disputes between or among residents.

### **SECTION 3: DEFINITIONS**

For purposes of this procedure, the following definitions are applicable:

- A. “Grievance” shall mean any dispute which a resident may have with respect to THA action or failure to act in accordance with the individual resident’s lease or PHA regulations which may affect the individual resident’s rights, duties, welfare, or status.
- B. “Complainant” shall mean any resident whose grievance is presented to the THA or at an on-site Management Office in accordance with Sections 4 and 5 of this procedure.
- C. “Elements of due process” shall mean an eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:
  - (1) Adequate notice to the resident to the grounds for terminating the tenancy and eviction;
  - (2) Opportunity for the resident to examine all relevant documents, records, and regulations of the THA prior to the trial for the purpose of preparing a defense;
  - (3) Right of the resident to be represented by counsel;
  - (4) Opportunity for the resident to refute the evidence presented by the THA including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
  - (5) A decision on the merits.
- D. “Hearing Officer” shall mean a person selected in accordance with Section 4 of this procedure to hear grievances and render a decision with respect thereto.
- E. “Resident” shall mean the adult person (or persons) other than a live-in aide:
  - (1) Who resides in the unit, and who executed the lease with the THA as lessee of the dwelling unit, or, if no such person now resides in the unit,
  - (2) Who resides in the unit, and who is the remaining head of household of the resident family residing in the dwelling unit.
- F. “Resident Organization” includes a resident management corporation.
- G. “Promptly” (as used in Sections 3 and 4 (D)) shall mean within the time period indicated in a notice from the THA of a proposed action which would provide

the basis for a grievance if the resident has received a notice of a proposed action from the THA.

#### **SECTION 4: PROCEDURES PRIOR TO A HEARING**

Any grievance shall be personally presented, either orally or in writing, to the THA Property Manager of the housing development in which the complainant resides within fourteen (14) calendar days after the occurrence giving rise to the grievance so that the grievance may be discussed informally and settled without a hearing. The THA must, within ten (10) calendar days after such presentation, informally discuss the grievance with the client or his representative. A summary of such discussion shall be prepared within a reasonable time not in excess of fifteen (15) days, and one copy shall be given to the resident via first class United States mail, and one retained in the THA's resident file. The summary shall specify the names of the participants, date(s) of the meeting(s), the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under these procedures may be obtained if the complainant is not satisfied.

#### **SECTION 5. PROCEDURES TO OBTAIN A HEARING**

**A. *Request for a hearing.*** If the complainant is not satisfied with the disposition of the grievance pursuant to the informal discussion in Section 4, and if he/she desires a hearing on the grievance, the complainant shall submit a written request for a hearing within a reasonable time not to exceed fifteen (15) calendar days after receipt of the summary of discussion. The written request shall specify:

- (1) The reasons for the grievance; and
- (2) The action or relief sought.

**B. *Selection of Hearing Officer***

- (1) A grievance hearing shall be conducted by an impartial person appointed by the THA, other than a person who made or approved the THA action under review or a subordinate of such person.
- (2) The THA shall annually submit a list of prospective hearing officers to resident organizations for comment or recommendations in making appointments of hearing officers. Comments or recommendations submitted by the resident organizations shall be considered by the THA before making the appointments of persons under considerations. The THA will select an individual from this approved list, as appropriate, to serve as hearing officer.

**C. *Failure to request a hearing.*** If the complainant does not request a hearing in accordance with this section, then the THA's disposition of the grievance

under Section 4 shall become final; provided, that failure to request a hearing shall not constitute a waiver by the complainant of his/her right thereafter to contest the THA's action in disposing of the complaint in an appropriate judicial proceeding.

- D. *Hearing prerequisite.*** All grievances shall be presented either orally or in writing pursuant to the informal procedure in Section 4 as a condition precedent to a hearing under this section: Provided, that if the complainant shall show good cause why he/she failed to proceed in accordance with Section 4 to the hearing officer, the provisions of this subsection may be waived by the hearing officer.
- E. *Escrow deposit:*** Before a hearing is scheduled in any grievance involving the amount of rent which the THA claims is due, the complainant shall pay to the THA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account maintained by the THA until the complaint is resolved by decision of the hearing officer. Amounts deposited in escrow shall not be considered as acceptance of rent during the pendency of the grievance proceeding. These requirements may be waived by the THA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the procedure. Provided, that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the THA's disposition of this grievance in any appropriate judicial proceeding.
- F. *Scheduling of a hearing.*** Upon the complainant's compliance with this section, (when applicable) a hearing shall be scheduled by the hearing officer promptly for a time and place reasonably convenient to both the complainant and the THA. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the appropriate THA official.

## **SECTION 6: PROCEDURES GOVERNING THE HEARING**

- A. The hearing shall be held before a hearing officer as selected by the THA.
- B. The complainant shall be afforded a fair hearing which shall include:

  - 1) The opportunity to examine before the grievance hearing any THA documents, including records and regulations that are directly relevant to the hearing. The resident shall be allowed to copy any such document at the resident's expense. If the THA does not make the document(s) available for examination upon the request of the complainant, the THA may not rely on such document(s) at the grievance hearing.

- 2) The right to be represented by counsel or other person chosen as the resident's representative, and to have such person make statements on the resident's behalf;
- 3) The right to a private hearing unless the complainant requests a public hearing;
- 4) The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the THA or Housing Management, and to confront and cross-examine all witnesses upon whose testimony or information the THA or Housing Management relies; and
- 5) A decision based solely and exclusively upon the facts presented at the hearing.

**C. *Procedures Governing the Hearing Officer:***

- (a) The hearing officer may render a decision without proceeding if the hearing officer determines that the issue has been previously decided in another proceeding.
- (b) If the complainant or the THA fails to appear at the scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five (5) business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and the THA shall be notified of the determination by the hearing officer; Provided, that a determination that the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the THA's disposition of the grievance in an appropriate judicial proceeding.
- (c) At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the THA must sustain the burden of justifying the THA action or failure to act against which the complaint is directed.
- (d) The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer or hearing panel shall require the THA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- (e) The complainant or the THA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- (f) ***Accommodation of persons with disabilities.***
  - (1) THA will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

- (2) If the resident is visually impaired, any notice to the resident which is required under this subvert must be in an accessible format.

## **SECTION 7. DECISION OF THE HEARING OFFICER**

The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the resident and the THA within fifteen (15) calendar days after the date of the hearing. The THA shall retain a copy of the decision in the resident's file. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the THA and made available for inspection by a prospective complainant, his representative, or the hearing officer.

The decision of the hearing officer shall be binding on the THA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the THA's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

- (1) The grievance does not concern the THA action or failure to act in accordance with or involving the complainant's lease on THA regulations, which adversely affect the complainant's rights, duties, welfare or status;
- (2) The decision of the hearing officer or hearing panel is contrary to applicable Federal, State, or local law, THA regulations or requirements of the annual contributions contract between the U. S. Department of Housing and Urban Development (HUD) and the THA.

A decision by the hearing officer, or Board of Commissioners in favor of the THA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## APPENDIX B

### TUSCALOOSA HOUSING AUTHORITY

#### ADMISSIONS AND CONTINUED OCCUPANCY POLICY RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS

##### Definitions and Terminology Used

Citizen – A citizen (by birth or naturalization) or national of the United States.

*Evidence of citizenship or eligible immigration status* – The documents which must be submitted to evidence citizenship or eligible immigration status.

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, including Puerto Rico, the U. S. Virgin Islands, Guam, Canal Zone, etc.

Non-citizen – A person who is neither a citizen nor a national of the United States.

##### APPLICABILITY TO PERSONS

###### Section 1 - Restrictions On Assistance To Non-citizens:

- (1) Citizens, including nationals; or
- (2) Non-citizens who have eligible immigration status in one of the following Categories:
  - (A) Non-citizen who has been lawfully admitted to the U.S. for permanent residence, as defined by Section 101 (a)(20) of the Immigration and Nationality Act (INA); as an immigrant, as defined by Section 101 (a)(15) of the INAA (8 U.S.C. 1101 (a)(20) and 21101 (a)(15), respectively (immigrants). This category includes a non-citizen who has been admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), and who has been granted lawful temporary resident status;
  - (B) A non-citizen who entered the U.S. before January 1, 1972, or such

later date as enacted by law, and who has continually maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);

- (C) A non-citizen who is lawfully present in the U.S. pursuant to an Admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203(a)(7) of the INA (U.S.C. 1153 (a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
- (D) A non-citizen who is lawfully present in the U. S. as a result of an exercise of discretion by the Attorney General for emergency reasons or for reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5) (parole status);
- (E) A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243 (h) of the INA (8 U.S.C. 1253(h) (thread to life or freedom); or
- (F) A non-citizen lawfully admitted for temporary or permanent Residence under Section 245A of the INA (8 U.S.C. 1255a) (amnesty granted under INA 245A).

## **Section 2 - Family Eligibility For Assistance:**

A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible immigration status.

### **(1) Exception for Mixed Families:**

Despite the ineligibility of one or more family members, a mixed family may be eligible for one of the three types of assistance provided in Section 812.10. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for one of the three types of assistance provided in paragraph 10-2. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance as provided in paragraph 10-5.

## **Section 3 - Preference Versus Eligibility Criteria For Admission:**

Preference and eligibility criteria for admission to HUD assisted housing are two different matters. Citizenship or eligible immigration status should be considered to be an eligibility factor. Applicant's families (including eligible individuals or single persons) must first meet the eligibility requirements for HUD assisted housing, and then, local preferences are applied to eligible families. Where the waiting period for admission may be lengthy, the Authority will not undertake to conduct the Section 214 investigation until it undertakes the determination eligibility for all criteria, including citizenship or eligible immigration status.

**Section 4 - Prohibition of Assistance To Non-Citizen Students:**

- (1) The general provisions permitting continued assistance, prorated assistance or temporary deferral of termination of assistance for certain families, do not apply to any person who is determined to be a non-citizen student, or the family of the non-citizen student.
- (2) Non-Citizen Student – For purpose of this part, a non-citizen student is Defined as a non-citizen who:
  - (A) Has a residence in a foreign country that the person has no Intention of abandoning;
  - (B) Is a bona fide student qualified to pursue a full course of study, and
  - (C) Is admitted to the United States temporarily and solely for purposes of pursuing such a course of study at an established institution of learning or other recognized place of study in the United States, particularly designated by such person and approved by the Attorney General after consultation with the Department of Education of the United States, which institution or place of study have agreed to report to the Attorney General the termination of attendance of each non-citizen student (and if any such institution of learning or place of study fails to make such reports promptly, the approval shall be withdrawn).
  - (D) Family of non-citizen student – The prohibition on providing assistance to a non-citizen student as described in Section 4 also extends to the **non-citizen** spouse of the **non-citizen** student and non-citizen minor children of any non-citizen student if the spouse or children are accompanying the student or following to join such student. The prohibition on providing assistance to a non-citizen student does not extend to the **citizen** spouse of the non-citizen student and the children of the citizen spouse and non-citizen student. Children born to a U.S. citizen spouse are U.S. citizens by birth. It should be noted that such children may also have dual citizenship based on the other parent's non-U.S. citizenship.

## **DOCUMENTATION**

### **Section 5 – Requirements Concerning Documents:**

The Non-citizen Rule requires the THA to provide to an individual, or requires that the THA obtain the signature of the individual. The THA, where feasible will arrange for the notice or document to be provided to the individual in a language that is understood by the individual if the individual is not proficient in English.

### **Section 6 – Submission of Evidence of Citizenship or Eligible Immigration Status:**

Eligibility for assistance or continued assistance is contingent upon a family's submission to the THA of the documents described in Section 7 for each family member. If one or more family members does not have citizenship or eligible immigration status, the family member(s) may exercise the election not to contend to have eligible immigration status as required.

### **Section 7 – Evidence of Citizenship or Eligible Immigration Status:**

Each family member, regardless of age, must submit the following evidence to the THA:

- (1) For citizens – the evidence consists of a signed declaration of U.S. Citizenship;
- (2) For non-citizens who are 62 years of age or older **and** who are receiving assistance under a Section 214 covered program on June 19, 1995, the evidence consists of:
  - (A) A signed declaration of eligible immigration status; and
  - (B) Proof of age document.

Note: This method is available only to persons who are participants on June 19, 1995. It does not apply to current or future applicants.

- (3) For all other non-citizens – the evidence consists of the following:
  - (A) A signed declaration of eligible immigration status;
  - (B) The INS documents
  - (C) A signed Verification Consent Form.

### **Section 8 – Declaration:**

For each family member who contends that he or she is a U.S. citizen, or a non-citizen with eligible immigration status, the family must submit to the THA a written declaration, signed under penalty of perjury, by which the family member declares whether he or she is a U.S. citizen or a non-citizen with eligible immigration status.

- (1) For each adult – the declaration must be signed by the adult.
- (2) For each child – the declaration must be signed by an adult who is (or, for an applicant, will be) residing in the assisted dwelling unit who is responsible for the child.

## **EVIDENCE OF ELIGIBLE IMMIGRATION STATUS**

### **Section 9 – Documents of Eligible Immigration Status:**

- (1)- The THA will request and review original documents of eligible immigration status. The THA will retain photocopies of the documents for its own records and return the original documentation to the family.
- (2) The original of one of the following documents is acceptable evidence of eligible immigration status:
  - (A) Form I-151, Alien Registration Receipt Card (issued to lawful permanent residents prior to 1979). **Form I-151 will no longer be valid after March 20, 1996.**
  - (B) Form I-151, Alien Registration Receipt Card (for permanent resident aliens);
  - (C) Form I-94, Arrival/Departure Record, with one of the following annotations:
    - (a) “Admitted as Refugee Pursuant to Section 207”;
    - (b) “Section 208” or “Asylum”;
    - (c) “Section 243(h)” or “Deportation stayed by Attorney General”;
    - (d) “Paroled Pursuant to Section 212(d)(5) of the INA”
  - (D) If form I-94, Arrival/Departure, is not annotated, then accompanied by one of the following documents:
    - (a) A final court decision granting asylum (but only if no appeal is taken);

- (b) A letter from an INS asylum officer granting asylum (if application is filed on or after October 1, 1990) or from an INS district director granting asylum (if application filed before October 1, 1990);
  - (c) A court decision granting withholding of deportation; or
  - (d) A letter from an asylum officer granting withholding of Deportation (if application filed on or after October 1, 1990).
- (E) Form I-688B, Temporary Resident Card, which must be annotated “Section 245A” or Section 210”;
  - (F) Form I-688B, Employment Authorization Card, which must be Annotated “Provision of Law 274a.12(11) or “Provision of law 274a.12”;
  - (G) A receipt issued by the INS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified.

## LIMITATIONS ON ASSISTANCE

### **Section 10 – Events Causing Denial or Termination of Assistance:**

Assistance to an applicant shall be denied, and a resident’s assistance shall be terminated, in accordance with the procedure for any of the following events:

- (1) Evidence of citizenship (i.e., the declaration) or eligible immigration status is not submitted as required.
- (2) Evidence of citizenship and eligible immigration status was submitted on a timely basis, but neither the THA’s primary verification nor the INS secondary verification verified eligible immigration status of a family member; and
  - (A) The family elected not to pursue INS appeal of THA informal hearing rights; or
  - (B) INS appeal and THA informal hearing rights are pursued, but the **INS final appeal or the THA hearing decisions are decided against the family member.**

## **Section 11 – Notice of Denial or Termination of Assistance:**

The notice of denial or termination of assistance shall advise the family:

- (1) That financial assistance will be denied or terminated, and provide a brief explanation of the reason(s) for the proposed denial or termination of assistance;
- (2) The family may be eligible for pro-ration of assistance;
- (3) In the case of a resident, the criteria and procedures for obtaining relief under the preservation of families provisions in “Delay, Deferral, or Termination Section”;
- (4) That the family has a right to request an appeal to the INS of the results of Secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal in accordance with HUD requirements.
- (5) That the family has a right to request in informal hearing with the THA Either upon completion of the INS appeal or in lieu of the INS appeal.
- (6) For applicants, the notice shall advise that assistance may not be delayed until the conclusion of the INS appeal process, but assistance may be delayed during the pendency of the THA informal hearing process.

## **APPEALS**

### **Section 12 – Informal Hearing With THA:**

The family may request that the THA provide a hearing. This request must be made either within fourteen (14) of the days of the date the THA mails or delivers the notice, or within fourteen (14) days of the mailing of the INS appeal decision issued in accordance with HUD requirements.

### **Section 13 – Judicial Relief:**

A decision against a family member under the INS appeal process or the THA informal hearing, does not preclude that family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

## **DELAY, DEFERRAL, OR TERMINATION OF ASSISTANCE**

### **Section 14 – Assistance Available For Mixed Families:**

For a resident mixed family assisted under a Section 214 covered program on June 19, 1995, and following completion of the INS appeals and THA informal hearing

procedures are utilized by the family, one of the following three (3) types of assistance may be available to the family:

Continued Assistance – A mixed family may receive continued housing assistance if all of the following conditions are met:

- (1) The family must have been receiving assistance under a Section 214 covered program on June 19, 1995;
- (2) The family’s head of household or spouse must declare either citizenship or eligible immigration status as described in “Restrictions On Assistance To Non-Citizens”;
- (3) The family may not include any person (who does not have citizenship or eligible immigration status) other than the head of household, any spouse of the head of household, any parents of the head of household, any parents of the spouse, or any children of the head of household or spouse. The inclusion in a housing unit of an extended family member who is eligible for housing assistance will not render an otherwise eligible family ineligible for continued assistance, so long as the extended family members (such as an uncle) is included in the lease (as required by other provisions).

**Example:**

**A family with a legal head of household, and a non-legal spouse and two children and, who were in occupancy by the effective date are eligible for continued assistance. That same family with the addition of an ineligible brother-in-law living with them is not eligible for continued assistance (i.e., the family no longer meets the preceding statutory definition of family).**

- (4) **Effective Date** – A resident family’s eligibility for continued assistance is judged as of the date following completion of the hearing process) provided they were residents on June 19, 1995). If the resident family is not eligible for continued assistance on June 19, 1995, but becomes eligible for such assistance by the time the hearing process is completed, it will be granted continued assistance.

Section 15 – **Temporary Deferral of Termination of Assistance:**

A mixed family may receive temporary deferral of termination of assistance under the following conditions:

- (1) The family must have been receiving assistance under a Section 214 covered program on June 19, 1995;

- (3) Eligibility for this type of assistance: If a mixed family qualifies for prorated assistance (and does not qualify for continued assistance) but decides not to accept prorated assistance, or if a family has no members with eligible immigration status, the family may be eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for the orderly transition of those family members with ineligible immigration status, and any other family members involved, to find other affordable housing. Other affordable housing is used in the context of transition of an ineligible family from a rent level that reflects HUD assistance to a rent level that is unassisted; the term refers to housing that is not substandard, that is of appropriate size for the family and that can be rented for an amount not exceeding the amount that the family pays for rent, including utilities, plus twenty-five percent (25%).
- (4) Time limit on deferral period: If temporary deferral of termination of assistance is granted, the deferral period shall be for an initial period not to exceed six (6) months. The initial period may be renewed for additional periods of six (6) months, but the aggregate deferral period shall not exceed a period of three (3) years.
- (4) Notification requirements for the beginning of each deferral period: At The beginning of each deferral period, the THA will inform the family of its ineligibility for financial assistance and offer the family information concerning, and referrals to assist in finding, other affordable housing.
- (5) Determination of availability of affordable housing at the end of each deferral period: Before the end of each deferral period, the THA will:
  - (A) Make a determination of the availability of affordable housing of appropriate size based on evidence of condition, which when taken together, will demonstrate:
    - (a) an inadequate supply of affordable housing for the area in which the development is located;
    - (b) the consolidated plan (if applicable, as described in 24 CFR Part 91);
    - (c) the THA's own knowledge of the availability of affordable housing, and
    - (d) evidence of the resident family's efforts to locate such housing, and
  - (B) Notify the resident family in writing, at least sixty (60) days in advance of the expiration of the deferral period, that the termination will be deferred again (provided that the granting of another deferral will not result in aggregate deferral periods that

exceeds three (3) years, and a determination was made that other affordable housing is not available; or

- (C) Notify the resident family in writing, as least sixty (60) days in advance of the expiration of the deferral period, the termination of financial assistance will not be deferred because either granting another deferral will result in aggregate deferral periods that exceed three (3) years, or a determination has been made that other affordable housing is available.

**Section 16 – Option to Select Pro-ration of Assistance At End of Deferral Period:**

A family who is eligible for and who receives temporary deferral of termination of assistance, may request, and the THA will provide, pro-ration of assistance at the end of the deferral period if the family has made a good faith effort during the deferral period to locate other affordable housing.

**Section 17 – Election to Select Pro-ration of Assistance At End of Deferral Period Irreversible:**

Once the family exercises the option to receive pro-ration of assistance at the end of the deferral period, the family may not elect to return to receive temporary deferral of termination of assistance. Prorated assistance is, in a sense, a partial termination of assistance. Allowing a family to move from prorated assistance to deferred termination would give assistance to an ineligible family member who was not receiving assistance under prorated assistance. Moving from deferred termination to prorated assistance lowers the amount of assistance provided, whereas moving in the opposite direction raises the amount of assistance provided.

**Section 18 – Notification of Decision On Family Preservation Assistance:**

The THA will notify the family of its decision concerning the family’s qualification for assistance. If the family is ineligible for assistance, the notification shall state the reasons, **which must be based on relevant factors**. For resident families, the notice will also inform the family of any applicable appeal right.



THE TUSCALOOSA HOUSING AUTHORITY  
P. O. BOX 2281  
TUSCALOOSA, ALABAMA 35403

Housing Choice Voucher  
(Section 8)  
Administrative Plan

Adopted

By Resolution #
On (Date)

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## **I. Introduction:**

### **A. Mission Statement:**

Our mission is to provide decent, safe, and sanitary rental housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for **HCV** (HCV) participants. To achieve this mission, we will:

- Recognize participants as our customers;
- Improve Housing Authority (HA) management and service delivery efforts through effective and efficient management of HA staff;
- Seek problem-solving partnerships with participants, landlords, community, and government leadership.; Apply limited HA resources to the effective and efficient management and operation of HCV programs.

### **B. Purpose of Plan:**

The purpose of this plan is to establish guidelines for the effective administration of the program in accordance with the requirements Department of Housing and Urban Development (HUD), with latitude for local policies and procedures.

Federal Regulations shall mean those found in Section 24 CFR (Code of Federal Regulations)

### **C. Primary Responsibilities of the HA:**

- Informing eligible families of the availability of HCV assistance;
- Encouraging owners to make their units available for lease by HCV participants;
- Determining the maximum amount of housing assistance payments that can be used for family-paid utilities; and updating the utility allowances annually;
- Receiving applications from families and determining their eligibility for assistance;
- Inspecting and determining that units meet or exceed HCV, Housing Quality Standards;
- Approving leases;
- Making Housing Assistance Payments to owners;
- Performing annual and periodic re-examinations of income, family composition and redetermination of rent;

### **D. Objectives:**

The objectives of this plan are to:

- Promote the overall goal of decent, safe and sanitary housing by using the HCV program to house eligible families in private rental housing; therefore, increasing the housing stock for very low-income families.
- Improve the City's housing stock by requiring participating landlords to meet Housing Quality Standards for their rental property.
- Facilitate the efficient management of the HA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the HCV program and staff.

- Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that occupancy in assisted housing is administered without regard to race, color, religion, sex, handicap, familial status, and national origin.
- Comply with The Housing and Community Development Act of 1974 that reflects Congress's intent that, where possible, the nation's existing housing stock should be preserved. The HCV Program will allow the HA to utilize existing housing stock and allow a family who qualifies for HCV Assistance and lives in substandard housing to remain, if the owner brings the house up to HQS standards and the HCV participant decides to remain in that unit.

E. Outreach:

- Outreach to Owners: The HA will encourage participation by owners of suitable units located outside areas of low income or minority concentration by distributing and communicating information concerning property owners leasing units under the HCV programs through the local media (newspaper, radio, television, etc.).
- Outreach to Potential Clients: The HA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for HCV rental assistance. The HA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for HCV rental assistance. The HA may hold meetings concerning the HCV programs with local social community agencies.

## II. Fair Housing Plan and Equal Opportunity Housing Plan

A. Fair Housing Plan:

The Fair Housing Plan of the HA is to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

Specifically, the HA shall not on the basis of race, color, religion, sex, handicap, familial status, and national origin, deny any family or individual the opportunity to apply for or receive assistance under HUD's HCV Programs, within the requirements and regulations of HUD and other regulatory authorities. To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide access to information to HCV participants regarding "discrimination." Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/participant's file.

For families and/or individuals who report apparent discrimination in obtaining assisted

housing, the HA shall assist them by providing the family/individual with a HUD Housing Discrimination Complaint Form, HUD - 903. The individual can complete this form and report apparent discrimination to the Birmingham HUD Office of Fair Housing and Equal Opportunity. For example, a participant may be trying to obtain other rental housing and/or is attempting to purchase a home and experiences apparent discrimination.

**B. Equal Opportunity Housing Plan:**

The HA is a participant in the tenant-based program and is required to comply with equal opportunity requirements imposed by contract or federal law (Ref: 24 CFR 982.54). This includes applicable requirements under:

- The fair housing act, 42 U. S. C. 3610-3619 (implementing regulations at 24 CFR parts 100, et seq.);
- Title VI of the Civil Rights Act of 1964, 42 U. S. C. 2000d (implementing regulations at 24 CFR part1);
- The age discrimination act of 1975, 42 U. S. C. 6101-6107 (implementing regulations at 24 CFR, part 146);
- Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR1253 (1980), as amended, Executive Order 12892, 59FR 2939 (1994) (implementing regulations at 24 CFR, part 107);
- Section 504 of the Rehabilitation Act of 1973, 29 U. S. C. 794 (implementing regulations at 24 CFR, part 8; and
- Title II of the Americans with Disabilities Act, 42 U. S. C.12101, et seq.

**C. Equal Opportunity Posting Requirements:**

There shall be maintained in the HA's office waiting room a bulletin board, which will accommodate the following posted materials:

- Statement of Policies and Procedures Governing the HCV Administrative Plan;
- Open Occupancy Notice (Applications being Accepted and/or Not Accepted);
- Income Limits for Admission;
- Utility Allowances;
- Informal Review and Hearing Procedure;
- Fair Housing Poster;
- "Equal Opportunity in Employment" Poster.

### **III. Family Information, Verification and Privacy Rights**

- The family must supply any information that the HA or HUD determines is necessary in the administration of the HCV program. "Information" includes any requested certification, release of information or other documentation.
- The family must supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or an interim reexamination of family income and family composition in accordance with HUD requirements.
- Any information supplied by the family must be true and complete.
- The use or disclosure of information obtained from a family or from another source pursuant

to this release and consent shall be limited to purposes directly connected with the administration of the program.

- Applicants will be required to sign the Federal Privacy Act Statement, which states under what conditions HUD will release resident information.
- Requests for information by other parties must be accompanied by a signed release request in order for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations.

#### **IV. Applying For Assistance**

##### **A. How to Apply:**

1. Families wishing to apply for housing assistance shall complete an application for public assistance.
2. Applications will be accepted at the following location:

The Tuscaloosa Housing Authority  
Rosedale Court Office  
2808 10<sup>th</sup> Avenue  
Tuscaloosa, Alabama 35401
3. Applications are taken to compile a waiting list. Based on the demand for housing in the HA's jurisdiction, the HA may take applications on an "open enrollment" basis, depending on the length of the waiting list.
4. Completed applications will be accepted for all applicants and the information will be verified by the HA.
5. Applications may be made in person at the HA during specified dates and business hours posted at the HA's Office.
6. The application must be dated, time-stamped, and referred to the HA's office where HCV applications are processed.
7. Individuals who have a physical impairment which would prevent them from completing an application in person may call the HA to make special arrangements to complete their application.

##### **B. Opening and Closing Waiting Lists**

1. If the HA's waiting list has sufficient applications to fill anticipated openings for the coming 12 months, the HA may elect to:
  - Close the waiting list completely;
  - Close the list during certain times of the year; or
  - Restrict intake by preference.
2. A decision to close the waiting list will consider the number of applications, the number of applicants who qualify for a preference, and the ability of the HA to provide assistance in 12 months. Decisions to close the waiting lists, restrict intake, or open waiting lists will be publicly announced.

3. When the waiting list is closed, the HA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

C. Determining if the Waiting List may be Closed.

1. Closing of Application Taking:

The HA will make known to the public through publication in a newspaper of general circulation, minority media, or other suitable means that applications for HCV assistance are being suspended. To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. If available, personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

2. Opening of Application Taking:

The HA will make known to the public through publication in a newspaper of general circulation, minority media, or other suitable means the availability and nature of housing assistance for eligible families. The notice must contain the following:

- The date applications will be accepted and the location(s) where application(s) can be completed. If the HA anticipates suspending the taking of applications after a period of time, the closing date must be published;
- Advise families that applications will be taken at the designated office;
- State that applicants for the HCV program must specifically apply for the HCV program and those applicants for HCV program may also apply for public housing, if applicable, and they will not lose their place on the HCV program waiting list if they also apply for Public Housing.
- To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

- ❖ The application taking closing date may be determined administratively at the same time that the HA determines when to open enrollment. The open enrollment period shall allow sufficient time for the HA to receive application for the next 12 months based on the projected availability of funding.
- ❖ Applications may be taken by a lottery system.

V. **Missed Appointments for Applicant or Participant**

A. Missed Appointment Without Notification:

An applicant or person receiving assistance who fails to keep an appointment for the reasons cited below without notifying the HA and without re-scheduling the appointment shall be sent a notice of termination of the application process or housing assistance:

- Complete Application for Assistance
- Bringing in Verification Information
- Program Briefing
- Leasing Signature Briefing

- HQS Inspections
- Recertification
- Interim Adjustment
- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
- Scheduled Counseling Sessions

**B. Process when Appointment(s) are Missed:**

For most of the functions above, the family may be given two appointments. If the family does not appear or call to reschedule the appointment(s) required, the HA may begin the termination process. The applicant or participant will be given an opportunity for an informal review or hearing.

If the hearing decision is in favor of the applicant or participant, the HA will comply with the decision unless the HA determines it is not in the best interest of the HA or the program to comply with the decision.

**C. Letters Mailed to Applicants by the HA:**

If an applicant claims they did not receive a letter mailed by the HA, that requested the applicant to provide information or to attend an interview, the HA will determine whether the letter was returned to the HA. If the letter was not returned to the HA, it will be assumed the applicant received the letter.

If the letter was returned to the HA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the HA, in writing, if their address and/or phone number changes during the application process.

**VI. Misrepresentation by the Applicant or Participant**

If an applicant or HCV participant is found to have made willful misrepresentations at any time which resulted in the applicant or HCV participant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the HCV participant will be terminated because of the act of fraud and/or willful misrepresentation by the applicant/HCV participant. If such misrepresentation resulted in the HCV participant receiving more subsidy than was appropriate, the HCV participant shall be required to reimburse the HA the amount of overpayment and their assistance may be terminated. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the HCV participant to the proper authorities for possible criminal prosecution.

## **VII. Housing Choice Voucher Eligibility Criteria**

### **A. Eligibility:**

All individuals who are admitted to the HCV Program in the HA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant must meet the following requirements:

1. The applicant family must qualify as a family as defined in Appendix "A;"
2. The applicant family's Annual Income as defined in Appendix "A" must not exceed income limits established by HUD for the HCV Programs;
3. Head of Household must be:
  - b. 19 years of age or older;
  - c. 18 years of age and married (not common law); or.
  - d. A person that has been relieved of the disability of non-age by a juvenile court.

### **B. Ineligible:**

Applicants are not automatically determined eligible to receive federal assistance. An applicant will not be placed on a waiting list or offered HCV assistance under the following circumstances:

- If the applicant's annual family income exceeds the Income Limits established by HUD; or,
- As specified in Section VIII of this document.

### **C. Informed of Ineligibility:**

If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted ten days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting may be submitted in writing and/or the request may be verbal. However, the request must be received by the HA within the time frame established by the HA for the meeting.

### **D. Single Person:**

Under HUD Regulations 24 CFR, the HA is permitted to determine as eligible, single persons living alone or intending to live alone who do not meet any of the definitions of a family. Single persons are only eligible for a one bedroom voucher.

### **E. Declaration of Citizenship:**

Section 214 of the Housing and Community Development Act of 1980 prohibits HAs from making financial assistance available to a person other than United States citizens, nationals, or certain categories of eligible Non-citizen in HUD's assisted housing programs.

### **F. Adding a Person to the Program:**

Once an applicant becomes a participant in the HA's HCV program, the head of household must request permission to add another person to the program except for birth, adoption or

court-ordered custody of a child. A child is defined as a person under the age of 13. The person must meet all eligibility requirements before the HA will approve any addition to the HCV program.

## **VIII. Eligibility for Assistance and Processing of Applications**

### **A. Qualifying for Assistance:**

The term (qualifying) refers to applicants who are eligible and able to meet the applicant selection standards.

1. It is the HA's plan to admit only qualified applicants.
2. An applicant is qualified if he or she meets all of the following criteria:
  - a. A family, as defined in Appendix "A;"
  - b. Meets HUD requirements on citizenship or immigration status;
  - c. Has an annual income as defined in Appendix "A"; at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in the HA offices.
  - d. Provides documentation of Social Security numbers for family members age 6 or older, or certifies that they do not have Social Security numbers;
  - e. Meets the Applicant Eligibility Criteria including completing the HA-approved pre-occupancy orientation session if requested; and
  - f. Meets the eligibility requirement for higher education students.

### **B. Maintaining the Waiting List.**

1. Administration of the Waiting List:  
The HA administers its waiting list as required by HUD's regulations.
2. Updating the Waiting List:  
At least once a year the HA will update the waiting list by contacting all applicants in writing, or by other methods to accommodate applicants with disabilities. Written communications will be sent by first class mail to the most current address supplied by the applicant. This is in addition to ongoing purging through the offering of units.

- ❖ If no response is received or if mail is returned undeliverable by the post office (retained unopened by the HA in the applicant file) the HA will withdraw the name of the applicant from the waiting list.

At the time of initial intake, the HA will advise families that they must notify the HA, in writing, when their circumstances, mailing address or phone number(s) change.

3. Change in Preference Status While on the Waiting List:
  - a. Situations of a family who did not qualify for a preference when they initially applied may change and the family qualified for a preference. The family should contact the HA so their status may be certified or verified. Applicants whose

preference status changes while they are on the waiting list retain their original date and time of application, or application number, as applicable.

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

C. Processing Applications for Admission:

1. Interviews:

As applicants approach the top of the waiting list, they will be contacted by first class mail to schedule an interview to complete their applicant file. The Housing Authority will reject applications for applicants who fail to attend the scheduled interview or fail to reply to the letter. Reasonable accommodations will be given to people with disabilities.

2. Verification Process:

The following items will be verified to determine qualification for admission to the HA's HCV program:

- a. Family composition;
- b. Eligibility of higher education student head of household;
- c. Annual Income:

Income verification will be conducted in the chronological order listed below: Each step must be documented prior to proceeding to use the next option. The specified order listed below must be followed:

Step	Action
1st	<p>Compare tenant provided income information (minimum of 6-8 weeks current and consecutive pay stubs/checks) to Enterprise Income Verification (EIV) and if tenant data is within \$200/month or \$2400/year use tenant provided data. If the tenant disputes the EIV data or if the difference is greater than \$200/month or \$2400/year go to step 2.</p> <p><b>NOTE 1:</b> Document by printing “ICN” page and placing in the tenant file.</p> <p><b>NOTE 2:</b> If no match is found print the “no match found” message and file with tenant record.</p> <p><b>NOTE 3:</b> Printed EIV income reports containing wage and unemployment data must be destroyed no later than two (2) years after the date printed.</p>
2nd	<p>Up front income verification (UIV) (Ex: Work Number, Credit Bureau). <i>If desired information is NOT obtained go to next step.</i></p>
3rd	<p>Third party written verification. Send standard income verification to income source(s). May be sent by mail or fax.</p> <p>Note: If a desirable response is not received in a timely manner a 2nd letter may be sent but not required in all cases.</p>

	<b><i>If desired information is NOT obtained go to next step.</i></b>
4rd	Third Party oral verification (documented to file). This could be via phone or interview by staff. A written record of this contact should be prepared by the HA that includes: date/time of contact, name and source of information, the HA staff person, summary of information provided, and the reason for using oral verification. <b><i>If desired information is NOT obtained go to next step.</i></b>
5th	Document Review: Resident file documentation may include a record of documentation reviewed by the HA staff which supports the family's statement. If possible, original copies (not photocopies) of supporting documents should be reviewed, though the HA should photocopy the document(s) (unless prohibited by law) and place in the applicant's file. The HA staff reviewing the document(s) should prepare a summary of the information and sign/date this summary. This summary should include the reason for using document review as verification and again, if possible, the HA should follow-up with a third party to obtain written verification later. <b><i>If desired information is NOT obtained go to next step.</i></b>
6th	Family Declaration or Certification: When all other forms of verification are impossible to obtain, the HA can obtain a notarized statement or signed affidavit from the family, attesting to the accuracy of the information provided. The applicant's file should clearly document why other forms of verification were impossible to obtain. Please note that this type of documentation should rarely be used and should not be used merely for the convenience of the applicant or the HA, or where the applicant cannot provide the necessary information. Note: Use to verify required information; however, may require reverification in three months.

- d. Assets and Asset Income;  
Same as income (start with 2nd step)
- e. Social Security and SSI; Check EIV, if not available: request that the applicant provide a copy of their SS or SSI benefit letter, dated within the last 60-days. If the applicant does not have a current letter, assist the applicant in requesting the benefit letter from the SSA website. [www.socialsecurity.gov](http://www.socialsecurity.gov)
- f. Deductions from Income;  
Same as income (start with 2nd step)
- g. Preferences;  
Same as income (start with 2nd step)
- h. Social Security Numbers (SSN) of all Family Members; Families are required to provide SSN's for all family members prior to admission. All members of the family defined above must provide an original valid social security card.
  - Current family members without a copy of the social security card in the tenant file must provide an original valid card by the next annual

recertification.

- Prior to being added to the lease (newborns/adoptions/etc.) the head-of-household must provide an original valid card. **NOTE: The change to section D-h) above is effective October 1, 2009.**
- i. Applicant Screening Information; and the HA documented direct knowledge or 3rd party.
- j. Citizenship or eligible immigration status: Citizens are permitted to certify to their status. Eligible Immigration status will be verified with INS.
- 3. Applicants reporting zero income will be asked to complete a family expense form to document how much they spend on food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses.
- 4. The HA's application for admission HCV shall indicate for each application the date and time of receipt; applicant's race and ethnicity; determination by the HA as to eligibility of the applicant; when eligible, the bedroom size(s) for which eligible; preference, if any. The date, location, identification, and circumstances of each vacancy offered and accepted or rejected must be maintained.

#### D. The Preference System

1. An admission preference:  
An admission preference does not guarantee admission. Preferences establish the order of placement on the waiting list. Every applicant must still meet the HA's Selection Criteria before being offered a voucher.
  2. Verification of Preferences:  
At the time of application, initial determinations of an applicant's entitlement to a preference may be made on the basis of an applicant's certification of their qualification for that preference. Before selection is made, this qualification must be verified.
  3. Preference (up front):  
The following preference is available to qualifying families at this time:
    - Catastrophic Involuntary Displacement, which is defined in this plan;
    - Single Persons who are elderly, displaced, homeless, or persons with disabilities over other single persons.
- ❖ A family that consists only of a pregnant woman must be treated as a two person family.
4. Administration of the Preferences:
    - a. Depending on the time an applicant may have to remain on the waiting list, the HA will either verify preferences at the time of application (when the waiting list is short or nonexistent) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verifying preferences is one of the earliest steps in processing applicants for admission. Preference verifications shall be no more than 120 days old at the time of certification.
    - b. The HA may use a pre-application to obtain the family's certification that it qualifies for a preference. The family will be advised to notify the HA of any

change that may affect their ability to qualify for a preference.

- c. Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list.
- d. Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will be moved into the non-preference category, and to a lower position on the waiting list based on date and time of application, if applicable.

5. Notice and Opportunity for a Meeting:

If the HA determines that an applicant does not meet the criteria for a preference, the HA must promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with the HA's designee to review the determination. If a meeting is requested within the time specified in the notice, it must be conducted by a person or persons designated by the HA. The person designated by the HA to conduct the informal hearing shall be an impartial person appointed by the HA other than the person who made the determination or a subordinate of such person. The procedures specified in this section must be carried out in accordance with HUD's requirements. The applicant may exercise other rights if the applicant believes that he or she has been discriminated against on the basis of race, color, age, religion, sex, disability, familial status, or national origin.

E. Screening Applicants for Admission.

1. The HA will conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form will ask questions based on the essential elements participation. Answers will be subject to third party verification.
2. All applicants must complete an application interview.
3. The applicant and all adults must sign a release allowing the HA to request a copy of a police report from the National Crime Information Center, police department or other law enforcement agencies.

F. Screening Reasons for Denial of Admission.

1. Outstanding balances owed to any HA or any other federally subsidized housing program is part of the screening evaluation. Outstanding balances will result in the rejection of the application.

❖ Applicants that owe a HA or any other federally subsidized program funds must pay the funds owed prior to the application being processed. After the application is processed, the applicant must meet all other conditions for eligibility. ***Re-paying funds that are due, do not necessarily qualify an applicant for eligibility.*** Such payments will be considered along with other factors in the application process. Any money owed to a HA which has been discharged by bankruptcy shall not be considered in making this determination.

2. The HA will complete a criminal background check on all adult applicants or any

member for whom criminal records are available. Before the HA rejects an applicant on the basis of criminal history, the HA must notify the household of the proposed rejection and proceed under the provisions of the Criminal Records Management Policy.

3. If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, the HA may seek information from a drug abuse treatment facility or local law enforcement agency to determine whether the facility or agency has reasonable cause to believe the household member is currently engaging in illegal drug use.
- ❖ The HA may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection.
4. Record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
  5. The HA is required to reject the applications of certain applicants for criminal activity or drug abuse by household members if the HA determines that:
    - Any household member is currently engaging in illegal use of a drug; or
    - The HA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
    - Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing;
    - Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program; or
    - Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
  6. The HA shall reject the application of any applicant if, within the last *three years*, any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the HA may admit the household if the HA determines that:
    - a. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the HA, or
    - b. The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
  7. An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition, or rent will result in rejection. In the event the misrepresentation is discovered after admission, the assistance will be terminated for such misrepresentation. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
  8. Applicant or family member has previously been evicted from public housing, including having moved from the HA as a result of their lease being terminated by the

HA.

9. Applicant or family member has committed acts, which would constitute fraud in connection with any federally, assisted housing program.
10. Applicant or family member did not provide information required within the time frame specified during the application process.
11. During the interview process, the applicant or a family member demonstrates hostile behavior that indicates that the prospective applicant or family member may be a threat.
12. If the HA uses the criminal information history to deny or terminate assistance the HA must provide a copy of the information used in accordance with Criminal Records Management Policy.
13. If the applicant is enrolled as a student at an institute of higher education (as defined under Section 102 of the higher education act of 1965) and;
  - Is not a veteran
  - Is not married
  - Is under 24 years of age
  - Doesn't have a dependant child
  - Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible to receive HCV.
14. If the applicant is a former Public Housing or HCV participant who vacated the unit in violation of his lease, the applicant may be declared ineligible.
15. If the applicant doesn't certify U.S. Citizenship or legal immigration status can't be verified, the applicant must be declared ineligible.

G. Qualified Applicants:

1. Verified information will be analyzed and a determination made with respect to:
  - Eligibility of the applicant as a family;
  - Eligibility of the applicant with respect to income limits for admission;
  - Eligibility of the applicant with respect to citizenship or eligible immigration status;
  - Preference category (if any) to which the family is entitled; and
  - Qualification of the applicant with respect to the Selection Criteria.
2. Qualified (DETERMINED TO BE ELIGIBLE):

Families will be notified by the HA of the approximate time frame for issuance of the voucher insofar as that date can be determined; however the time frame stated by the HA is an estimate and does not guarantee that applicants can expect to be assisted by that date.

H. Unqualified Applicants (Time Frames):

1. As a rule applicants may be denied admission to HCV Program for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:

- a. Denied admission for **one year** for the following:
  - Violation of family obligation under the voucher,
  - Illegal use or possession for personal use of a controlled substance,
  - Abuse of alcohol,
  - Demonstration of hostile behavior during the interview process that indicates that the applicant may be a threat,
  - Being evicted from a HA, including having moved from a HA as a result of their lease being terminated by the HA for reasons other than as listed below,
  - Having other federally subsidized housing assistance terminated for reasons other than as listed below.
- b. Denied admission for **three years** for the following:
  - Persons evicted from public housing, Indian Housing, HCV, or Section 23 programs because of drug-related criminal activity (except drug trafficking) are ineligible for admission to HCV housing for a **three-year** period beginning on the date of such eviction.
  - The HA can waive this requirement if the person demonstrates to the HA's satisfaction successful completion of a rehabilitation program approved by the HA, or the circumstances leading to the eviction no longer exist.
  - Drug use without evidence of rehabilitation.
- c. Denied admission for **five years** for the following:
  - Fraud: (giving false information on the application or during an interview is considered fraud).
  - An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other persons residing in the immediate vicinity of the premises. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period. (Whichever is later).
- d. Denied admission for **10-years** for the following:
  - Conviction for drug trafficking.
- e. Denied admission **for life** to any household that includes any individual who is subject to a lifetime registration requirement under a State sex offender registration program.
- f. Denied admission **for life** to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of an assisted housing project. Premises are defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

❖ These time frames (with the exception of 5 and 6 which are HUD mandated) are only guidelines and the HA may deny eligibility to any individual whose behavior may adversely affect the health, safety, welfare, or right to peaceful enjoyment of the residences by persons residing in the immediate vicinity of the premises or may admit persons who exhibit evidence of rehabilitation.

2. Notice to Denied Applicants:

Unqualified applicants will be promptly notified by a Notice of Rejection from the HA,

stating the basis for such determination and offering an opportunity for informal hearing (see Procedure for Informal Hearing for Rejected Applicants). The rejection letter will allow the applicant 10 calendar days to request an informal meeting (verbal and/or in writing) with the HA. An HA representative will hear the appeal and issue a decision within 10 calendar days of the meeting.

**IX. SUBSIDY STANDARDS:**

**A. Guidelines:**

The following guidelines shall determine the number of bedrooms required to accommodate each family without under-housing or over-housing.

**Suggested Guidelines**

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1 Br	1	2
2 Br	2	4
3 Br	3	6
4 Br	4	8
5 Br	5	10
6 Br	6	12

The following principles govern the number of bedrooms for which a family will qualify. Generally, two people are expected to share a bedroom, except that subsidy standards will be so assigned that:

1. It will not be necessary for adults of different generations or opposite sex, other than husband and wife, to occupy the same bedroom.
2. Exceptions to the largest permissible subsidy size may be made in case of reasonable accommodations for a person with disabilities, if requested. In the case of chronic illness, or other physical infirmity, a deviation from the occupancy guidelines, as presented above, is permissible when justified with evidence and documentation from a licensed physician.
3. Two children of the opposite sex over the age of six years will not be required to share a bedroom.
4. At the option of the HA, an infant, up to the age of two years, may share a bedroom with its parent(s). The HA may, but it is not required to, consider an unborn child in determining subsidy size.
5. The HA will count a child who is temporarily away from the home because the child has been placed in foster care for six months or less, is away at school or other situations that can be documented.
6. A single head of household parent shall not be required to share a bedroom with his/her child over the age of two years.

7. A live-in attendant will be assigned a bedroom. Singles 50 years of age or older or disabled residents with live-in attendants will be assigned two bedroom units.

## **X. Selection Process**

### **A. Housing Voucher Selection and Participation Process:**

1. Types of Selection: The HA may admit an applicant for participation in the program either:
  - a. As a special admission (see definition below), or
  - b. As a waiting list admission.

❖ A HCV Participant is responsible for finding an existing housing unit suitable to the participant's needs and desires that meets HQS and rent reasonableness standards.

2. Special Admissions: If HUD awards the HA program funding that is targeted for families living in specified units:
  - a. The HA must use the assistance for the families living in these units;
  - b. The HA may admit a family that is not on the HA waiting list, or without considering the family's waiting list position. The HA must maintain records showing that the family was admitted with HUD-targeted assistance;
  - c. For housing covered by the Low-Income Housing Preservation and Resident Home ownership Act of 1990 (41 U.S.C. 4101 et seq.);
  - d. A family residing in a project covered by a project-based HCV HAP contract at or near the end of the HAP contract term.

### **B. Organization of the Waiting List:**

The HA waiting list must contain the following information for each applicant listed:

- Applicant name;
- Family voucher unit size (number of bedrooms for which family qualifies under HA subsidy standards);
- Date and time of application;
- Local Preferences.

### **C. Order of Selection from the Waiting List:**

1. When Housing Voucher assistance is available, the HA will select the family at the top of the waiting list. The order of selection from the waiting list MAY NOT be based on family size, or on the family unit size for which the family qualifies for under the HA subsidy standards. If the HA does not have sufficient funds to subsidize the family unit size of the family at the top of the waiting list, the HA MAY NOT skip the top family to admit an applicant with a smaller family unit size. Instead, the family at the top of the waiting list will be admitted when sufficient funds are available;
2. Provided, however, the provisions of the Deconcentration Rule, contained within this

plan, shall supersede the selection of applicants based on date and time and local preference points, if applicable, and allow the HA to skip families on the waiting list to accomplish this goal.

D. Maintaining the Waiting List:

The HA will remove an applicant's name from the waiting list for the following:

1. The applicant whose mail has been returned undeliverable to HA request for information or updates.
2. The applicant who refuses the HA's offer of tenant-based assistance.

## **XI. Orientation of Families and Issuance of Housing Voucher**

A. Briefing:

The purpose of the briefing is to go over the Housing Voucher holder's packet and inform the participant about the program so that he/she will be able to discuss the program with potential landlords.

B. Briefing Attendance Requirement:

All families (head of household) are required to attend the briefing when they are initially issued a Housing Voucher. No Housing Voucher will be awarded unless the head of household has attended a briefing.

Failure to attend a scheduled briefing (without notice to the HA) will result in the family's application being placed in the inactive file and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next briefing.

Failure of an applicant, without good cause, to participate in a scheduled briefing shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review.

C. Format of the Briefing:

When a Family initially receives its Housing Voucher, a full explanation (oral) of the following shall be provided to assist the Family in finding a suitable unit and to apprise the Family of its responsibilities and the responsibilities of the Owner (this may be done either in group or individual sessions depending on the circumstances). Also, families will be given adequate opportunity to raise questions and to discuss the information listed below:

- A description of how the program works;
- Family and Owner Responsibility;
- Where the family may lease a unit, including renting a dwelling unit inside or outside the HA jurisdiction;
- Description of EIV process;
- Portability;
- Advantages of selecting a unit in an area that does not have a high concentration of poor

families.

D. Voucher Package:

When issuing a Housing Voucher, the HA shall give the Family a HCV Participant's Packet, which includes:

1. The term of the voucher is 60 days from the date of issuance. Prior to expiration, the family may contact the HA to inquire about assistance the HA can provide the family in locating suitable housing. The family must submit a Request for Lease Approval within the 60-day period unless an extension has been granted by the HA. Once the family has submitted a Request for Lease Approval the clock is stopped and/or suspended on the term of the voucher (See "Suspension"). If the unit is not approved for any reason, the remaining days will be reinstated. If the initial term is not adequate for finding a unit to lease, the family may request an extension of the initial term as described below.
2. Requesting for extensions of the term. A family may request an extension of the Voucher time-period. All requests for extensions should be received prior to the expiration date of the Voucher. Extensions are permissible at the discretion of the HA primarily for the following reasons:
  - a. Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial 60-day time period. The HA representative will verify the extenuating circumstances prior to granting an extension;
  - b. The family has evidence that they have made a consistent effort to locate a unit and request support services from the HA, throughout the initial 60-day period with regard to their inability to locate a unit;
  - c. The family has turned in a Request for Lease Approval prior to the expiration of the 60-day time period, but the unit has not passed HQS;
3. How the HA determines the housing assistance payment for a family, including information on the payment standard and the HA utility allowance schedule;
4. How the HA determines the maximum rent for an assisted unit;
5. What the family should consider in deciding whether to lease a unit, including:
  - a. The condition of the unit; Note: The family should consider cosmetic conditions that may not be an HQS consideration;
  - b. Whether the rent is reasonable;
  - c. The cost of any tenant-paid utilities and whether the unit is energy-efficient;
  - d. The location of the unit, including proximity to public transportation (if applicable), centers of employment, schools, and shopping; and
  - e. The crime level of the neighborhood.
6. Where the family may lease a unit. The information packet must include an explanation of how portability works and when families qualify.

7. The HUD-required “lease addendum” (The lease addendum is the language that must be included in the lease).
8. The form of request for lease approval, and an explanation of how to request HA approval to lease a unit;
9. A statement of the HA plan on providing information about a family to prospective owners (See Section XIII);
10. The HA subsidy standards, including when the HA will consider granting exceptions to the standards;
11. The HUD brochure on how to select a unit;
12. The HUD lead-based paint (LBP) brochure;
13. Information on federal, state, and local equal opportunity laws and a copy of the housing discrimination complaint form;
14. A list of landlords or other parties known to the HA who may be willing to lease a unit to the family, or help the family find a unit;
15. Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the HA that may be available;
16. Family obligations under the program;
17. The grounds on which the HA may terminate assistance for a participant family because of family action or failure to act; and
18. The informal hearing procedures. This information must describe when the HA is required to give a participant family the opportunity for an informal hearing, and how to request a hearing.

## **XII. Housing Authority Disapproval of Owner**

### **A. HUD Disapproval:**

The HA must not approve a unit if the HA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation. Also, the HA must not approve a unit if:

1. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and the action is pending; or
2. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
3. If the owner is a parent, child, grandparent, grandchild, sister, or brother of any member of the participant family, the HA must not approve the unit. However, if the housing authority determines that approval of the unit would provide reasonable accommodation for a family member who is a disabled person, the unit may be approved.

#### 4. Conflicts of interest

- No employee, officer or agent of THA shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, is involved.
- Such a conflict would arise when a financial or other interest in a firm selected for award is held by: the employee, officer or agent involved in making the award; any member of his/her immediate family; his/her partner; or an organization which employs, or is about to employ, any of the foregoing.
- Immediate family shall be defined to include the spouse, a dependent, and an adult child and his/her spouse, a parent, a parent's spouse, a sibling and his/her spouse and anyone living in the household of the employee, officer or agent.
- The THA's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements, and shall not knowingly use confidential information for actual or anticipated personal gain. However, unsolicited gifts with an aggregate value of less than twenty-five (\$25.00) a year, from any single contractor, may be accepted, provided that no particular course of action is required as a condition to receive the gift. *Anything of monetary value will not include:* Tickets, passes to entertainment, social or sporting events, or other promotional items for which the economic value is less than \$25.00. *Solicitation and acceptance of gifts are allowed for THA approved Family Self-Sufficiency and Section 3 Programs.*
- Unsolicited gifts shall be surrendered to the Executive Director. The Executive Director shall, to the extent such gifts are of a divisible nature, notify all departments to take part in the consumption of such gifts. Non-divisible gifts shall be given to a THA resident selected at random.
- Every employee is prohibited from doing business for profit with the THA. *Doing business for profit* is defined as providing any labor, materials or service for a charge or profit to THA and includes participating as an owner in assisted housing programs of any kind. The term *employee* is defined for purposes of this policy statement as regular full-time, introductory, or any defined category employees of THA and members of their immediate families, as defined herein.
- The Executive Director may establish procedures to monitor employee conflicts of interests.

❖ The HUD Field Office may waive the conflict of interest requirements, except for members of Congress, for good cause.

#### B. HA Administrative Discretion:

The HA will deny approval to lease a unit from an owner for any one of the following:

1. Owner has violated obligations under a HAP contract;

2. Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
3. The owner has engaged in drug-trafficking.
4. The owner has a history or practice of non-compliance with the HQS requirements, State, or local housing codes.
5. The owner has not paid State or local real estate taxes, fines or assessments.
6. Current or prior history of refusing to evict HCV program or other assisted housing tenants for activity by the tenant, any member of the household, a guest, or another person under the control of any member of the household that:
  - Threatens the right to peaceful enjoyment of the premises by other residents;
  - Threatens the health or safety of residents, HA employees, or owner employees;
  - Threatens the neighbors' health or safety, or neighbors' right to peaceful enjoyment of their residences;
  - Engages in drug related criminal activity or violent criminal activity.

### **XIII. Owner Responsibility for Screening**

#### **A. Suitability for Tenancy:**

The HA must inform the owner that the HA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's responsibility.

#### **B. Family's Background:**

An owner may consider a family's background with respect to such factors as:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of others to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others and compliance with other essential conditions of tenancy;
- Complies with other essential conditions of tenancy.

#### **Information Provided Owner Concerning Tenancy:**

The HA must give the owner the family's current address (as shown in the HA records) and the name and address of the landlord at the family's current and prior addresses, if known to the HA.

### **XIV. Where a Family Can Lease - Including Portability**

#### **A. Assistance in the Initial HA Jurisdiction:**

The family may receive tenant-based assistance to lease a unit located anywhere in the jurisdiction of the initial HA.

**B. Portability - Assistance Outside the Initial HA Jurisdiction:**

Families living in the jurisdiction of the initial HA may receive tenant-based assistance to lease a unit in the jurisdiction of an HA anywhere in the United States that is administering a tenant-based program. Once a participant transfers under the portability procedures the receiving HA's policies govern the continuing participation.

- ❖ **Exception:** If the HA does not have sufficient funds to cover the cost of a portability to a higher cost area the HA will deny the portability unless the receiving HA agrees in writing to absorb. The HA will document the lack of funds using Appendix "B."
- ❖ Applicants that do not live in the jurisdiction of the initial HA at the time they apply for tenant-based assistance do not have any right to lease a unit outside the initial HA's jurisdiction until they have been on the program for twelve (12) months.

**C. Income Eligibility:**

1. For admission, a family must be income eligible in the area where the family initially leases a unit under the program.
2. If a portable family was already a participant in the initial HA program, income eligibility is not redetermined.

**D. Leasing in Place:**

A family may select their current dwelling unit for participation in the program if the dwelling unit is approved.

**E. Freedom of Choice:**

The HA may not directly or indirectly reduce the family's opportunity to select among available units.

**F. Portability - Administration by Receiving HA:**

When a family moves under portability to an area outside the initial HA jurisdiction, another HA (the receiving HA) must administer assistance for the family if a HA with a tenant-based program has jurisdiction in the area where the unit is located. When this situation exists, the HA with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such HA, the initial HA may choose the receiving HA.

**G. Portability Procedures:**

**1. Initial PHA Responsibilities:**

When a family wishes to move under portability, the family **must** inform the initial PHA of the area to which the family wishes to move. In the case where the family is not currently a program participant, the initial PHA must determine if the family is income eligible in the area to which the family wishes to move. If the family is not income eligible in the area to which the family wishes to move, the PHA must inform the applicant family they may not move to the area in question and receive voucher assistance. Income eligibility is not redetermined when a participant family (a family

that is already under a HAP contract) exercises portability.

Contact the receiving PHA on the family's behalf. The initial PHA must promptly notify the receiving PHA to expect the incoming family (see CFR 982). This means the initial PHA contacts the receiving PHA on the family's behalf, typically by telephone, fax, or email. Simply referring the family to HUD or a website for information on the receiving PHA's address does not fulfill the responsibilities of the initial PHA under the program regulations. The initial PHA must also advise the family how to contact and request assistance from the receiving PHA (e.g., the name and telephone number of the staff person responsible for working with incoming portability families and any procedures related to appointments for voucher issuance the receiving PHA has shared with the initial PHA). The revised Form HUD-52665 now contains a line that the initial PHA uses to identify the receiving PHA to which the initial PHA is referring the family.

**Completion of Part I of the Form HUD-52665.** The initial PHA completes Part I of the Form HUD-52665 and mails or faxes it to the receiving PHA, along with a copy of the family's voucher issued by the initial PHA, a current copy of Form HUD-50058, and copies of the income verification backing up the form. (Note that in the case of an applicant, the initial PHA has not completed the HUD-50058 and submitted the information to HUD because the family is not yet a new admission. However, the PHA must provide the family and income information to the receiving PHA in a format similar to the Form HUD-50058 so that the information is easily available for use by the receiving PHA.)

Part I of the form contains the date by which the initial billing notice provided by the receiving PHA must be received by the initial PHA.

- ❖ Note that the initial billing deadline has changed. The initial billing submission must be received by the initial PHA no later than 60 days following the expiration date of the family voucher issued by the initial PHA.

**If the initial PHA has not received a billing notice by the deadline, the initial PHA must contact the receiving PHA to determine the status of the family if the initial PHA intends not to honor a late billing submission.** If the receiving PHA reports that the family is not yet under HAP contract, the initial PHA may inform the receiving PHA that it will not accept any subsequent billing on behalf of the family. Once the initial PHA has so notified the receiving PHA, the initial PHA is not required to honor any billing notice received after the billing deadline. If the initial PHA still subsequently receives a late billing notice on behalf of the family, it simply returns the late Form HUD-52665 to the receiving PHA, and the receiving PHA must absorb the family.

If the receiving PHA reports that the family is under HAP contract and it cannot absorb the family when the initial PHA contacts the receiving PHA to determine the status of the family, the initial PHA is required to accept the subsequent late billing. The initial PHA may contact HUD to report the receiving PHA's failure to submit the bill in accordance with these procedures. HUD may take action to address the receiving PHA's failure to do so, which may include reducing the receiving PHA's administrative fee. In addition, in such a case HUD may subsequently transfer units from the

receiving PHA to the initial PHA when it is feasible, since the initial PHA was required to accept the late billing.

**2. Receiving PHA Responsibilities:**

The receiving PHA must promptly issue a voucher to the family for its search in the receiving PHA jurisdiction, the term of which may not expire before the expiration date of the initial PHA voucher. The receiving PHA may provide additional search time to the family beyond the expiration date of the initial PHA voucher, either when it initially issues its own voucher or by subsequently extending its own voucher's term. However, if the receiving PHA provides the family with search time beyond the expiration date of the initial PHA's voucher, it must inform the initial PHA of the extension and should consider the billing deadline provided by the initial PHA. Unless willing and able to absorb the family, the receiving PHA should determine that any voucher expiration date would leave sufficient time to process a Request for Lease Approval, execute a HAP contract, and cover the anticipated delivery time (if the PHA is not submitting the billing information by fax or email) so that it will be received by the initial PHA by the deadline date.

A receiving PHA should not process the family's portability request if the initial PHA voucher has already expired when it receives the paperwork from the initial PHA, but should refer the family back to the initial PHA. The initial PHA would have to decide to extend the term of the initial PHA voucher (and the billing deadline) before the receiving PHA would process the portability move in such an instance.

HUD expects the receiving PHA to process the family's paperwork and issue the incoming family a voucher for its jurisdiction within two weeks of receiving the HUD-52665 and supporting documentation, provided the information is in order, the family has contacted the receiving PHA, and the family complies with the receiving PHA's procedures. For example, it is unacceptable for the receiving PHA to delay processing the family's paperwork and issuing a voucher because it wishes the family to attend a group briefing that is not scheduled for three weeks. The receiving PHA does not re-determine eligibility for a portable family that was already receiving voucher assistance and may not unduly delay the family's housing search in issuing the voucher.

**Should the PHA wish to conduct its own background checks and/or conduct a new income reexamination on a family that has already received housing assistance payments under the initial PHA, the receiving PHA may not delay issuing the family a voucher or otherwise delay approval of a unit until such time that those processes are completed.** The PHA may of course take subsequent action (e.g., recalculating the HAP payment based on updated income information; terminating the family's participation in the program due to criminal background or failing to disclose necessary information) against the family based on the results. In the case of an applicant family, the receiving PHA may delay issuing or otherwise delay approval of a unit only if the re-certification is necessary to determine income eligibility.

In any event, the PHA may always delay approval of the unit or issuance of the voucher if the family refuses to comply with the receiving PHA procedures (such as

completing disclosure forms or certifications). In any case where the PHA is refusing to process or provide assistance under the portability procedures, the family must be given the opportunity for an informal review or hearing.

If an incoming portable family ultimately decides not to lease in the jurisdiction of the receiving PHA, but instead wishes to return to the initial PHA or wishes to search in another jurisdiction, the receiving PHA must refer the family back to the initial PHA. In such a case the voucher of record for the family is once again the voucher originally issued by the initial PHA. Any extensions of search time provided by the receiving PHA voucher are only valid for the family's search in the receiving PHA jurisdiction. Any extensions of the initial PHA voucher necessary to allow the family additional search-time to return to the initial PHA's jurisdiction or to move to another jurisdiction would be at the discretion of the initial PHA.

The receiving PHA may absorb the family into its own program once the HAP contract is executed on behalf of the family by the receiving PHA, assuming it has funding available under its ACC to do so and such a decision will not result in over-leasing. The receiving PHA may also absorb a portable family assisted through a billing arrangement by terminating the billing arrangement with the initial PHA. In such a case, HUD encourages the receiving PHA to provide adequate advance notice to the initial PHA to avoid having to return an overpayment. The receiving PHA must specify the effective date of the absorption of the family.

To clarify any misunderstanding over the purpose and use of the absorption option, a PHA does not technically "absorb" a family into its program until the receiving PHA executes a HAP contract on behalf of the family in the receiving PHA jurisdiction. If the family is not placed under HAP contract in the receiving PHA jurisdiction, the receiving PHA cannot absorb the family.

**Part II of Form HUD-52665.** The receiving PHA must promptly inform the initial PHA if it intends to absorb the family or bill the initial PHA. The receiving PHA sends Part II of Form HUD-52665 to the initial PHA. If the receiving PHA decides to bill the initial PHA, the receiving PHA not only completes Part II of the Form HUD-52665, but also attaches a copy of the new Form HUD-50058 before returning it to the initial PHA. In addition to the initial billing deadline discussed above, the instructions of the Form HUD-52665 provide that the receiving PHA must complete and mail (which may include electronic mail or fax) Part II of the form within 10 working days from the date a HAP contract is executed on behalf of a family.

HUD is aware that in some instances receiving PHAs have submitted initial billings well after 10 working days, creating significant difficulties for initial PHAs. **Effective 30 days following the issuance date of this notice, the initial PHA is generally not obligated to honor initial billings that are postmarked, emailed, or faxed more than 10 working days after the date the HAP contract is executed.** (Note that it is the date the HAP contract is executed, not the effective date of the HAP contract, which is at issue. For instance, if a PHA executes a HAP contract within 60 days of

the approval of the unit, the HAP contract may be retroactive to the date the unit was approved. It is the date the PHA executed the contract, not the retroactive effective date of the contract, that establishes the deadline by which the initial billing must be mailed, emailed or faxed.) The initial PHA must immediately inform the receiving PHA in writing of its decision not to accept the late billing submission. **A receiving PHA that failed to send the initial billing within 10 working days following the date the HAP contract is executed is generally required to absorb the family into its own program unless the initial PHA is willing to accept the late submission.**

HUD may in certain instances require the initial PHA to honor a billing submission that is received after the 10 day deadline (such as where the receiving PHA is over-leased and is in danger of not being able to stay under unit months available for its fiscal year). In such a case HUD may take action to address the receiving PHA's failure to submit the notification in a timely manner, which may include reducing the receiving PHA's administrative fee and subsequently transferring units from the receiving PHA to the initial PHA.

3. **Timing of the Initial and Subsequent Billing Payments.** The initial PHA must pay the first billing amount due within 30 calendar days of receipt of Part II of the Form HUD-52665. Subsequently, the initial PHA must make payment each month the billing arrangement is in effect. The payment must be provided in a form and manner that the receiving PHA is able and willing to accept. Initial PHAs involved in billing arrangements must ensure that subsequent monthly billing payments are received by the receiving PHA **no later than the fifth working day of each month.** This plan goes into effect for existing billing arrangements 60 days following the effective date of this notice.

In many cases billing difficulties simply result from miscommunications that are often resolved by the PHAs without HUD intervention. HUD continues to encourage PHAs to work cooperatively to resolve billing difficulties. However, it is ultimately the responsibility of the initial PHA to make billing payments in a timely manner.

The program regulations at CFR 982 provide that HUD may transfer funds for assistance to portable families to the receiving PHA from funds available under the initial PHA ACC. Upon request of the receiving PHA, HUD will exercise this authority to transfer units from the initial PHA to the receiving PHA in cases where the initial PHA fails to comply with the initial and subsequent monthly billing due dates described above.

The initial PHA may not terminate or delay making payments under existing billing arrangements as a result of over-leasing or funding shortfalls at the initial PHA program. PHAs may only terminate HAP contracts as the result of insufficient funding in accordance with 24 CFR 982.

4. **Receiving PHA: On-going Responsibilities.** Effective 30 days following the issuance date of this notice, the receiving PHA must send the initial PHA a copy of the

updated Form HUD-50058 at each annual recertification for the duration of time the receiving PHA is billing the initial PHA on behalf of the family, regardless of whether there is a change in the billing amount. The purpose of this notification is to serve as an annual “reconciliation” to assist both PHAs in fulfilling their accounting and record-keeping responsibilities. Should the initial PHA fail to receive an updated Form HUD-50058 by the annual recertification date, it should contact the receiving PHA to verify the status of the family.

The receiving PHA is also required to send a new Form HUD-52665 along with the Form HUD-50058 to report any change in the billing amount, if applicable. The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide the initial PHA with advance notice of the change. However, under no circumstances should the notification be later than 10 working days following the effective date of the change in the billing amount.

If the receiving PHA is absorbing a family for which it has been billing or if the housing assistance payments are terminated for any reason, the receiving PHA should provide adequate notice of the effective date of the absorption or termination to avoid having to return a payment. In no event should the receiving PHA fail to notify the initial PHA later than 10 working days following the effective date of the termination of the billing arrangement.

In the case where a family currently under a billing arrangement subsequently decides it wants to move under portability to yet another jurisdiction, the receiving PHA does not issue the family a voucher in order to do so. Instead, the receiving PHA notifies the initial PHA of the family request to port to another jurisdiction. The initial PHA is responsible for issuing the family's voucher and sending the Form HUD-52665 and supporting documentation to the new receiving PHA. Good communication between all three PHAs is very important in such a circumstance.

5. **Summary of Portability Billing Deadlines.** The following summarizes the relevant deadlines under the portability billing procedures.
  - a. Submission of Initial Billing Amount (Part II of the Form HUD- 50058): Receiving PHA must submit initial billing notice (1) no later than 10 working days following the date the HAP contract was executed and (2) in time that it will be received no later than 60 days following the expiration date of the family’s voucher issued by the initial PHA.
  - b. Payment of First Billing Amount: Initial PHA makes payment within 30 days of receipt of Part II of the Form HUD 50058 indicating billing amount.
  - c. Payment of Subsequent Billing Amounts: The initial PHA is responsible for ensuring that subsequent billing amounts are received no later than the fifth working day of each month for which the monthly billing amount is due.
  - d. Notification of Change in Billing Amount or Other Action: The receiving PHA

notifies the initial PHA of any change in the billing amount as soon as possible (preferably before the effective date to avoid retroactive adjustments) but in no circumstance any later than 10 working days following the effective date of the change.

## **XV. Inspections of Private Landlord's Property**

When the HA receives a request for tenancy approval the HA shall inspect the unit for compliance with the HUD Housing Quality Standards (HQS). The HA's inspector will inspect the unit for compliance with HQS standards and send the owner the results of the inspection. If there are defects or deficiencies which must be corrected in order for the unit to comply with HQS standards, the Owner shall be advised, in writing, by the HA of the work required to be done before a Contract can be executed. The unit will be re-inspected to ascertain that the necessary work has been performed and the unit meets HQS standards for occupancy.

The inspection reports will specify the defects or deficiencies which must be corrected in order for the unit to meet HQS standards. The inspection report will also reflect any other defects or deficiencies that do not cause the unit to fail, in the event of a subsequent claim by the Owner that they were caused during the period of occupancy by the Family.

## **XVI. Inspection Standards**

Before a unit can be approved for occupancy under the HCV program, the unit must meet the performance requirements set forth in 24 CFR, which are the Housing Quality Standards (HQS).

### **A. HQS Inspection Areas:**

The following areas are included in HQS inspections:

- Sanitary facilities;
- Food preparation and refuse disposal;
- Space and security;
- Thermal environment;
- Illumination and electricity;
- Structure and materials;
- Interior air quality;
- Water supply;
- Defective paint surfaces (in units built prior to 1978);
- Access;
- Site and neighborhood;
- Sanitary condition; and
- Smoke Detectors.

- ❖ The HA's inspection only certifies that the unit meets HQS requirements. The HA is not responsible for items not included in the HQS inspection. The HA will use HUD approved inspection forms to

perform HCV Inspections.

B. Defective Paint Surfaces (units built prior to 1978):

1. Non-EBL Children: When children under six years of age live in a household where the HQS inspection revealed deteriorated paint surfaces, including chipping, peeling, chalking, teeth marks, or any other defects in the paint surface in excess of the limits as found in the Federal Regulations, the landlord must test and/or abate the lead based paint hazard in accordance with the applicable federal and/or state rules and regulations. The family must be protected in accordance with the regulations.
2. EBL Children: If a family member under six (6) years of age with an EBL is to reside in a unit built prior to 1978, the unit must be tested for lead based paint and if found positive abated in accordance with Federal Regulations. The family must be protected in accordance with the regulations.
3. Health Department Reports:
  - Within five working days after the HA receives notification of an Environmental Intervention Blood Lead Level of 10 ig/dL (micrograms per deciliter) or more, the HA will supply to the Health Department names or addresses of identified EBL children under the age of six (6) years;
  - At least quarterly the HA shall provide a list of addresses of all HCV assisted units with children under the age of six to the Health Department (unless the Health Department declines the list);
  - At least quarterly, the HA shall request a list of all children under the age of six with an EBL. If this list is supplied, the HA shall cross check the list with the addresses of HCV participants to see if any of the children listed are in the HCV program;
  - If a match occurs that was previously unknown to the HA, the HA and the property owner must follow all requirements for units with children under the age of six (6) years old with an EBL.

C. Types of HQS Inspections:

1. Initial Inspections: Performed by the HA representative after receiving the Request for Lease Approval from the applicant.
2. Yearly inspections: For participants continuing to receive assistance and remaining in the same unit, a new inspection is required within 365 days of the last inspection.
3. Re-Inspections: Inspections that are performed by HA staff for verifying that deficiencies noted in the previous inspection have been corrected and meet HQS.
4. Quality Control Inspections: The [REDACTED] will re-inspect the minimum number as specified in CFR 985 to insure that inspections are being performed in compliance with HQS standards. Files will be maintained that document the quality control inspections.
5. Special Inspections: These types of inspections may be necessary when a federal official visits the HA to perform a compliance review of the HA and/or the owner or

tenant may request a special inspection be performed to document the condition of the unit.

## **XVII. Rent and Rent Reasonableness**

### **A. Negotiating Rent to Owner:**

The rent to the owner is a matter of negotiation between the owner and the family. The rent must be within the guidelines of “rent reasonableness,” and this rental amount must be certified by the HA as falling within the guidelines of “rent reasonableness.” If requested by the family, the HA must also assist the family in negotiating a reasonable rent with the owner.

### **B. Rent to Owner: Reasonable Rent.**

#### **1. HA determination.**

a. The HA may not approve a lease until the HA determines that the initial rent to owner is a reasonable rent.

- The HA must re-determine the reasonable rent:
- Before any increase in the rent to owner;
- If there is a five (5%) percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary; or
- If directed by HUD,
- The HA may also re-determine the reasonable rent at any other time.

b. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or redetermined by the HA. If the rent is determined to be unreasonable the rent must be adjusted as of the first of the month after the new determination, or the contract terminated.

#### **2. Comparability:**

The HA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units.

❖ The rent reasonableness methodology used by this HA is attached to this document as **Appendix “C.”**

3. Owner certification of rents charged for other units. By accepting each monthly housing assistance payment from the HA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the HA information requested by the HA on rents charged by the owner for other units on the premises or elsewhere.

### **C. Rent to Owner: (Effect of rent control).**

In addition to the rent reasonableness limit under this subpart, the amount of rent to owner also may be subject to rent control limits under State or local law.

D. Rent to Owner: (In subsidized projects).

1. Subsidized rent.
  - a. The rent to owner in an insured or noninsured Section 236 project, Section 515 project of the Rural Development Administration, Section 202 project, or Section 221(d)(3) below market interest rate project is the subsidized rent.
  - b. During the assisted tenancy, the rent to owner must be adjusted to follow the subsidized rent, in accordance with the lease.
2. HOME. For units assisted under the HOME program, rents are subject to requirements of the HOME program.

E. Other Fees and Charges.

1. The cost of meals or supportive services may not be included in the rent to owner, and the value of meals or supportive services may not be included in the calculation of reasonable rent.
2. The lease may not require the participant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.
3. The owner may not charge the participant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

## **XVIII. Lease Approval**

When a family finds a unit, and the owner is willing to lease the unit under the program, the family must request the HA to approve the lease and unit.

- ❖ Property Owners cannot participate in the program if they are disapproved by the HA as outlined in Section XII.

A. Notification:

If the HA determines that a unit which an Eligible Family wishes to lease meets HQS, rent reasonableness and the proposed Lease is approvable, the HA shall notify the Owner and the Family of its determination of Lease approval.

- ❖ The HA only reviews the landlord's standard lease to insure that HUD requirements are met.
- ❖ Maximum Allowable Family Contribution: At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, and where the gross rent of the unit exceeds the applicable payment standard for the family, the family share does not exceed 40% of the family's monthly adjusted income.

B. HA Disapproval of Lease:

The HA may disapprove a lease for a rent that is not reasonable, based on rents charged for

comparable rental units. The HA may exercise this authority in communities where the market is not functioning normally or where some families are not able to negotiate reasonable rent on their own. For example, where there is a concentration of ownership by a small number of landlords, or where rents charged to voucher holders are greater than rents charged to non-assisted families living in comparable units. The HA will document each case in which it disapproves a lease because the rent is not reasonable.

C. Execution of the Lease:

After receiving notification from the HA, the Owner and the voucher holder will provide an executed copy of the lease (dated on or after the lease approval) to the HA representative. The HAP Contract must be executed within 60 days of the effective date of the signed lease.

- ❖ No HAP can be paid until the contract (HAP) is executed; however, once executed, payments will be retroactive to the effective date of the Lease.
- ❖ If the HAP contract is not executed within 60 days, the process must start from the beginning with a new request for lease approval.

D. The HA shall retain the following in its files:

1. The Request for Lease Approval;
2. The approved Lease;
3. Inspection report;
4. HA certification that the current rent being charged for comparable units in the private unassisted market, taking into account the location, size, type, quality, amenities, facilities and management and maintenance service of such unit. This certification will be maintained for three years to comply with HUD regulations and HUD inspections; and,
5. Executed Contract.

**XIX. Monthly Housing Assistance Payments (HAP)**

Monthly payments will be made to an owner on behalf of a family participating in the HCV Program. Payments will be issued in accordance with the Housing Assistance Payment Contract. The checks or electronic deposits will be issued on a monthly basis and mailed/deposited directly to the participating owner by the fifth (5) working day of each month. A copy of the check/transfer will be kept and serve as a record of payment.

**XX. Security Deposit**

The owner establishes the amount of the security deposit to be charged. The security deposit should be consistent with private market practice or security deposits for the owner's unassisted units subject to state law. When the participant moves out of the dwelling unit, the owner, subject to state law, may use the security deposit, including any interest on the deposit, in accordance with

the lease, as reimbursement for any unpaid rent payable by the participant, damages to the unit or for other amounts the participant owes under the lease. The owner must give the participant a written list of all charges against the security deposit, and the amount of each item. The owner must refund the security deposit balance in accordance with state law.

- ❖ IF THE SECURITY DEPOSIT IS NOT SUFFICIENT TO COVER AMOUNTS THE PARTICIPANT OWES UNDER THE LEASE, THE OWNER MAY SEEK TO COLLECT THE BALANCE FROM THE PARTICIPANT. THE HA IS NOT RESPONSIBLE FOR ANY DAMAGES OR OTHER MONEY THE PARTICIPANT OWES UNDER THE LEASE.

## **XXI. Housing Assistance Payment (Calculations)**

### **A. Payment Standard:**

A payment standard is used to calculate the monthly housing assistance payment for a family.

### **B. Amount of assistance:**

#### **1. Maximum and Minimum:**

The HA must adopt a payment standard schedule that establishes payment standards for the HA voucher program. For each FMR area and for each exception rent area, the HA must establish voucher payment standard amounts by unit size (zero-bedroom, one-bedroom, and so on).

#### **2. Formula:**

##### **a. The housing assistance payment for a family equals the lesser of:**

- The applicable payment standard minus 30 percent of monthly adjusted income; or
- The monthly gross rent minus the minimum rent.

##### **b. The minimum rent is the higher of:**

- 10 percent of monthly income (gross income); or
- The HA's established minimum rent.

#### **3. To calculate the housing assistance payment for a family, the HA must use the applicable payment standard from the HA payment standard schedule for the fair market rent area (including the applicable payment standard for any HUD-approved exception rent area) where the unit rented by the family is located.**

### **C. Payment standard for family.**

#### **1. The payment standard for a family is the lower of:**

- a. The payment standard for the family unit size;
- b. The payment standard for the unit size rented by the family; or
- c. The gross rent for the unit.

#### **2. If the unit rented by a family is located in an exception rent area, the HA must use the**

appropriate payment standard for the exception rent area.

3. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
  - a. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
  - b. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

❖ If payment standards are reduced the new payment standard does not become effective until the second reexamination for units under existing contract.

**D. Distribution of Housing Assistance Payment:**

The monthly housing assistance payment is distributed as follows:

1. The HA pays the owner the lesser of the housing assistance payment or the rent to owner.
2. If the housing assistance payment exceeds the rent to owner, the HA may pay the balance of the housing assistance payment either to the family or directly to the utility supplier to pay the utility bill on behalf of the family.

**XXII. Determination of Rent and Re-Examinations**

**A. Annual Re-examination:**

1. Once each year, or as otherwise required by this HA, the HA must reexamine the income and family composition of all families participating the HCV Program in accordance with 24 CFR. Verifications acceptable to the HA shall be obtained and determinations made. In the event of failure or refusal of the family to report the necessary information, the HA may terminate the assistance;
2. Records shall be maintained by the HA to insure that every participant's income and family composition has been reexamined within a twelve month period;
3. Upon completion of reexamination and verification, the participant shall be provided reasonable advanced notice (generally assumed 30 days), in writing (A copy of such notification is to be retained in the participant's file).
  - a. Any change in the family's portion of rent and the date on which it becomes effective.
  - b. Any change required because of a change in the composition of the family.

**B. Interim Re-determination of Rent:**

Rent as set at admission or annual re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. The participant is required and agrees to report, in writing, the following specified changes in family income and

composition within ten (10) calendar days of occurrence.

1. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new participant.
2. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.
3. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.
4. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and re-determination of rent.
5. Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive payments will be made to the participant if the error is in his/her favor.

❖ If an error results in a retroactive rent payment due to the participant not providing correct information concerning annual income, the HCV participant must make repayment in accordance with the HA policy.

6. A participant who has had a rent reduction/ increase after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source.

C. Notice of Temporary Rent:

On occasions, the HA is required to compute rent based on information that is supplied by the participant and third party information that has not or will not be provided by the employer. When this situation occurs the HA will compute a temporary rent based on the information available. Once the information is verified the participant will be notified in writing. If an underpayment was made, based on the information provided, the participant will have fourteen (14) days from the date of the HA notification to pay the amount specified. If the participant has made an overpayment, that amount will be credited to his/her account, with the landlord. The head of household and spouse (if applicable) and a HA representative signs this "Notice of Temporary Rent" and it is filed appropriately with a copy provided to the participant.

D. The Effective Dates of Interim Re-determination of Rent:

1. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.
2. The participant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back rent due because of failure to report such increase in family income.
  - a. Any interim change in rent will require verification.
  - b. Participant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies, or procedures requiring implementation by the United States Department of Housing and Urban Development.
  - c. Temporary employment/unemployment or increases and decreases in wages "for any reason" of less than 30 days will not constitute a rent adjustment.
  - d. If it is found that a participant has misrepresented or failed to report facts upon which rent is based so that the participant is paying less than they should be paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The participant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the participant may be subject to civil and criminal penalties. Misrepresentation is a serious program violation which may result in termination.

E. Special Re-examinations:

Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:

1. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special re-examination shall be scheduled for thirty (30), sixty (60) or ninety (90) days, depending on circumstances. The participant shall be notified, in writing, of the date of the special re-examination;
2. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made;
3. Rents determined at special re-examinations shall be made effective as noted above.

F. Minimum Rent Hardship Exemptions:

1. The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:

- a. The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- b. The income of the family has decreased because of changed circumstance, including loss of employment.
- c. A death in the family has occurred which affects the family circumstances.
- d. Other circumstances which may be decided by the HA on a case by case basis.

❖ All of the above must be proven by the participant providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the owner.

2. If a family requests a financial hardship exemption, the HA must suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption until the HA determines whether there is a qualifying financial hardship, and whether such hardship is temporary or long term. The HA must promptly determine whether a qualifying hardship exists and whether it is temporary or long term. If the HA determines that a qualifying financial hardship is temporary, the HA must not impose the minimum rent during the 90-day period beginning the month following the date of the family's request for a hardship exemption. At the end of the 90-day suspension period, the HA must reinstate the minimum rent from the beginning of the suspension. The family must be offered a reasonable repayment agreement, on terms and conditions established by the HA, for back rent owed by the family.

#### G. Reduction of Welfare Benefits:

If the HCV participant requests an income re-examination and the rent reduction is predicated on a reduction in participant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the family's benefits have been reduced because of:

- Noncompliance with economic self-sufficiency program or;
- Work activities requirements or;
- Because of fraud.

#### H. Exception to Rent Reductions:

Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not affect their HCV tenant-based assistance.

#### I. Family Share: (Family responsibility).

1. The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent.
2. The HA may not use housing assistance payments or other program funds (including

any administrative fee reserve) to pay any part of the family share. Payment of the family share is the responsibility of the family.

J. Family Income and Composition: (Regular and interim examinations).

1. HA responsibility for reexamination and verification.
  - a. The HA's responsibilities for reexamining family income and composition are specified in 24 CFR 982.
  - b. The HA must obtain and document in the participant file third party verification of the following factors, or must document in the participant file why third party verification was not available:
    - Reported family annual income;
    - The value of assets;
    - Expenses related to deductions from annual income; and
    - Other factors that affect the determination of adjusted income.
2. When HA conducts interim reexamination.
  - a. At any time, the HA may conduct an interim reexamination of family income and composition.
  - b. At any time, the family may request an interim determination of family income or composition because of any changes since the last determination. The HA must make the interim determination within a reasonable time after the family request.
3. Family income must include income of all family members, including family members not related by blood or marriage. If any new family member is added, family income must include any income of the additional family member. The HA must conduct a reexamination to determine such additional income, and must make appropriate adjustments in the housing assistance payment and family unit size.

**XXIII. Termination of Assistance**

A. Reasons for Termination:

The HA may terminate a participant in the HCV Program or may refuse to issue another Voucher for a move to another unit, approve a new lease, or execute a new HAP Contract for the HCV participant, if the applicant or participant: (Ref: 24 CFR 982).

1. Owes rent, other amounts, or judgments to any HA or any other federally subsidized housing program, the applicant will be declared ineligible. At the HA's discretion, the applicant may be declared eligible upon payment of the debt, with the date and time of application being the time of payment and meeting other criteria.
2. The family, including each family member, must not:
  - a. Have violated any Family obligation listed on the voucher.
  - b. Engage in drug-related criminal activity or violent criminal activity, including criminal activity by the Family member, or other criminal activity that threatens the

health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. (Reference 24 CFR 982).

- c. Breach a repayment agreement to the HA and/or owner.
  - d. Commit acts which would constitute fraud.
  - e. Fail to provide information required within the time frame specified (the applicable dates are contained in the letters from the HA to the applicant) during the reexamination process.
3. The HA shall terminate assistance of a family, if the participant, or any member of the participant's family does not sign and submit consent forms that are provided by the HA for verifying employment and income information.
  4. The participant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition, or any other information affecting continued eligibility may result in the family being declared ineligible and assistance may be terminated for such misrepresentation.
  5. The participant and all adults must sign a release allowing the HA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. The participant and all adults further agree to provide fingerprints if requested. If the HA uses the information to terminate assistance the HA must provide a copy of the information used upon proper request by the participant.
  6. If the HA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:
    - a. The person demonstrates to the HA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
    - b. Has successfully completed a supervised drug or alcohol rehabilitation program;
    - c. Has otherwise been rehabilitated successfully; or
    - d. Is participating in a supervised drug or alcohol rehabilitation program.
  7. If any household includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program.

**B. Notification of Termination:**

If a participant is terminated, the HA will notify the participant, in writing, of its determination and inform them that they have an opportunity for an informal review on such determination. The denial letter will allow the participant ten (10) calendar days to request an informal review (in writing) with the HA.

## **XXIV. Establishing Payment Standards**

Fair Market Rents are published by HUD. The FMR/exception rent limit is used to determine the payment standards

The payment standard must be between 90% and 110% of the FMR/exception rent limit and is the maximum subsidy for a family. However, HUD may approve an exception rent limit of less than 90% percent of the current FMR.

## **XXV. AFFORDABILITY ADJUSTMENTS to PAYMENT STANDARDS**

The HA, in its discretion, may adopt annual increases of payment standards so that families can continue to afford to lease units with assistance. In determining when an adjustment to the payment is necessary the HA will consider:

- The financial utilization of funding provided and the number of families that can be served.
- Rent burden (number of families paying more than 30% of income for rent, if more than 20 %, the HA may adjust the payment standard),
- Success rate in leasing (if less than 40% the HA may adjust the payment standard) and
- Percentage of FMR (if payment standard is not within 10% of the FMR, either higher or lower, the HA must adjust the payment standard).

## **XXVI. UTILITY ALLOWANCES**

The HA must maintain a utility allowance schedule for all participant-paid utilities (except telephone), for cost of participant-supplied refrigerators and ranges, and for other participant-paid housing services (e.g., trash collection, disposal of waste, and refuse).

The HA will submit copy of the utility allowance schedule to HUD. At HUD's request, the HA also must provide any information or procedures used to prepare the schedule.

The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the HA must use normal patterns of consumption for the community as a whole and current utility rates.

The HA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards. However, the HA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.

In the utility allowance schedule, the HA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water

heating; water; sewer; trash collection (disposal of waste and refuse); other electric; refrigerator (cost of participant-supplied refrigerator); range (cost of participant-supplied range); and other specified housing services. The HA must provide a utility allowance for participant-paid air-conditioning costs if the majority of housing units in the market provide centrally air-conditioned units or there is appropriate wiring for participant-installed air conditioners.

The cost of each utility and housing service category must be stated separately. For each of these categories, the utility allowance schedule must take into consideration unit size (by number of bedrooms), and unit types (e.g., apartment, row-house, town house, single-family detached, and manufactured housing) that are typical in the community.

The utility allowance schedule must be prepared and submitted in accordance with HUD requirements on the form prescribed by HUD.

The HA must review and revise its allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The HA must maintain information supporting its annual review of utility allowances and any revisions made in its utility allowance schedule.

At HUD's direction, the HA must revise the utility allowance schedule to correct any errors, or as necessary to update the schedule.

The HA must use the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the HA subsidy standards).

At reexamination, the HA must use the HA current utility allowance schedule.

At the request of a family that includes a person with disabilities, the HA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by a family member with a disability.

## **XXVII. Adjustment to Contract Rents**

The rent to owner may not be increased during the first year of the lease. The lease may provide that the owner may increase the rent at any time after the first anniversary of the lease, but the owner must give the tenant and the HA 60 day's written notice of any increase before it takes effect.

The owner may increase the family's rent at any time after the initial term of the lease, subject to the HA's approval based on rent reasonableness, with a 60 days written notice to the family and the HA.

Notwithstanding any other provisions of this part, adjustments as provided for in this section shall not result in material differences between the rents charged for assisted and comparable unassisted units (rent reasonableness).

## **XXVIII. Absence from the Assisted Unit**

Absence means that no member of the family is residing in the unit. Families participating in the program may be absent for a period of 14 calendar days without notifying the HA (see voucher, obligations of the family). If the family anticipates being absent for more than 14 consecutive calendar days, the Head of Household must request written permission from the HA prior to leaving the assisted unit. The HA may approve absences in excess of 14 consecutive calendar days for vacation, hospitalization or other good cause as presented to the HA by head of household. The HA will respond in writing within 10 calendar days of the receipt of the request for approved absence. The HA will not approve any request for absence for a period of more than 180 consecutive calendar days in any circumstance, or for any reason.

- ❖ If emergencies exist, such as hospitalization, the head of household must notify the HA by telephone as soon as possible and request a determination via the telephone. Verbal request for determination may only be made in emergencies. The HA will respond verbally and follow-up its verbal determination in writing within ten calendar days of the verbal request.

## **XXIX. Continued Assistance after Family Break-Up**

The HA shall determine which family members will continue to receive assistance after a documented family break-up. The head of household, spouse or any adult member of the household must notify the HA that there has been a family break-up and continued assistance is being requested. The assisted family member making the request must submit the request in writing to the HA and request a determination. The request must be made within 10 calendar days of the break-up. The HA will consider the following factors in making this determination:

- Assisted Unit: Whether the assistance should remain with family members remaining in the original assisted unit;
- Interest of Family Members: The interest of minor children or of ill, elderly, or disabled family members;
- Physical Violence: Whether family members are forced to leave the unit because of actual or threatened physical violence against family members by a spouse or other member of the household.

The HA will issue a written determination within 10 calendar days of receipt of the request for a determination. The person requesting the determination may request an Informal Hearing in accordance with the HA established procedures if they disagree with the determination of the HA.

- ❖ If a court determines the disposition of property between members of the assisted family, in a divorce, or separation under a settlement or judicial decree, the HA is bound by the court's determination of which family members continue to receive assistance in the program.

### **XXX. Termination of Tenancy by Owner**

#### **A. Reasons for Termination:**

The Owner shall not terminate the tenancy of the Family except for:

1. Serious or repeated violation of the terms and conditions of the Lease;
2. Criminal Activity by the participant, any member of the household, a guest, or another person under the participant's control shall be cause for termination of tenancy. Criminal activity is defined as, criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or by persons residing in the immediate vicinity of the premises;
3. Violation of Federal, State or local law that imposes obligations on the participant in connection with the occupancy or use of the premises; or,
4. Other good cause, which may include, but not be limited to: failure by the family to accept the offer of a new lease or revision; a family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to lease the unit at a higher rental). If the owner terminates the tenancy for a business or economic reason the owner must provide the tenant with a 90 day notice.

#### **B. Eviction by Court Action:**

The Owner may evict the Family from the Contract unit only by instituting a court action. The Owner must notify the HA, in writing, of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Family under State law.

#### **C. Written Notice:**

Owners must provide written notice of not less than 90 days before termination of a tenant-based housing assistance payment (HAP) contract and not less than 1 year before termination of a project-based HAP contract because of an owner opt-out or expiration of the HAP contract. Copies of these notices must be provided to the HA.

#### **D. Termination during Initial Term of the Lease:**

The owner may not terminate the tenancy for "other good cause", unless the owner is terminating the tenancy because of something the family did or failed to do. For example, during this period, the owner may not terminate the tenancy for "other good cause", based on any of the following grounds: failure by the family to accept the offer of a new lease or revision; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of tenancy (See above).

### **XXXI. Termination of Housing Assistance Payment (Hap) Contract**

A. When the Unit is too Big or too Small:

If the HA determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the HA must issue the family a new voucher, and the family and HA must try to find an acceptable unit as soon as possible.

B. Breach of Contract:

Termination of HAP contract for owner breach of contract. Breaches of the contract are outlined in the contract.

C. Automatic Termination of HAP Contract:

The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

### **XXXII. Program Management Plan - Organization Plan**

A. Executive Director:

Responsible for all aspects of the HCV Programs: The Assistant Executive Director/Comptroller is the supervisor of the HCV Coordinator.

B. HCV Coordinator:

The HCV Coordinator is responsible for the day-to-day operations of the HCV Programs. Some of the major duties are: takes applications, signs vouchers, handles public relations with concerned agencies and landlords, performs inspections (including the 5 percent supervisory inspections), performs certifications and re-certifications of participants, and prepares various HCV reports.

C. Comptroller:

Issues all HCV checks and prepares all HCV Financial Reports.

D. Applications Clerk:

The Applications Clerk serves as the backup for the HCV Coordinator and performs a portion of the duties of the HCV Coordinator as needed.

E. Inspector:

THA uses an inspector who is certified to perform HCV Inspections

### **XXXIII. Administrative Fee Reserve Expenditures**

Expenditures from the administrative fee reserve of the HCV programs in excess of \$1500.00 will be approved by the board of commissioners of the HA.

## XXXIV. Special Housing Types

### The PHA must select one of the following

<input type="checkbox"/>	This Housing Authority has elected not to permit use of any of SRO's, Congregate housing, Group homes, Shared housing and Cooperative housing types in its program unless a special housing type is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8
<input checked="" type="checkbox"/>	This Housing Authority has elected to permit the use of Special Housing Types as below:

#### A. Overview

1. Special housing types: This subpart describes program requirements for special housing types. The following are the special housing types:
  - Single room occupancy (SRO) housing;
  - Congregate housing;
  - Group home;
  - Shared housing;
  - Cooperative (including mutual housing);
  - Manufactured home.
2. HA choice to offer special housing type.
  - a. The HA may permit a family to use any of the following special housing types in accordance with requirements of the program: single room occupancy housing, congregate housing, group home, shared housing, or cooperative housing.
  - b. In general, the HA is not required to permit use of any of these special housing types in its program.
  - c. The HA must permit use of any special housing type if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8;
  - d. For occupancy of a manufactured home, see Sec. 982.620(a).
3. Family choice of housing and housing type: The HA may not set aside program funding for special housing types, or for a specific special housing type. The family chooses whether to rent housing that qualifies as a special housing type under this subpart, or as any specific special housing type, or to rent other eligible housing in accordance with requirements of the program. The HA may not restrict the family's freedom to choose among available units in accordance with Sec. 982.353.
4. Applicability of requirements: Except as modified by this subpart, requirements in the other subparts of this part apply to the special housing types. Provisions in this subpart only apply to a specific special housing type. The housing type is noted in the title of each section.

#### B. Single Room Occupancy (SRO)

1. SRO: General. Sec. 982.602

- a. Who may reside in an SRO. A single person may reside in an SRO housing unit;
  - b. When may a person rent an SRO housing unit. A single person may rent a unit in SRO housing only if:
    - HUD determines there is significant demand for SRO units in the area;
    - The HA and the unit of general local government approve providing assistance for SRO housing under the program; and (3) The unit of general local government and the HA certify to HUD that the property meets applicable local health and safety standards for SRO housing.
2. SRO: Lease and HAP contract. Sec. 982.603  
For SRO housing, there is a separate lease and HAP contract for each assisted person.
  3. SRO: Rent and housing assistance payment. Sec. 982.604
    - a. Payment standard: The HA must adopt a payment standard for persons who occupy SRO housing with assistance under the voucher program. The SRO payment standard may not exceed the FMR/exception rent limit for SRO housing. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.
    - b. Utility allowance: The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.
  4. SRO: Housing quality standards. Sec. 982.605
    - a. HQS standards for SRO: The HQS in Sec. 982.401 apply to SRO housing. However, the standards in this section apply in place of Sec. 982.401

(Sanitary facilities), Sec. 982.401(c) (food preparation and refuse disposal), and Sec. 982.401(d) (space and security): Since the SRO units will not house children, the housing quality standards in Sec. 982.401(j), concerning lead-based paint, do not apply to SRO housing.

- b. Performance requirements:
  - SRO housing is subject to the additional performance requirements in this paragraph (b).
  - Sanitary facilities and space and security characteristics must meet local code standards for SRO housing. In the absence of applicable local code standards for SRO housing, the following standards apply:
    - Sanitary facilities.
      - At least one flush toilet that can be used in privacy, lavatory basin, and bathtub or shower, in proper operating condition, must be supplied for each six persons or fewer residing in the SRO housing.
      - If SRO units are leased only to males, flush urinals may be substituted for not more than one-half the required number of flush toilets. However, there must be at least one flush toilet in the building.
      - Every lavatory basin and bathtub or shower must be supplied at all times with an adequate quantity of hot and cold running water.

- All of these facilities must be in proper operating condition, and must be adequate for personal cleanliness and the disposal of human waste. The facilities must utilize an approvable public or private disposal system.
    - Sanitary facilities must be reasonably accessible from a common hall or passageway to all persons sharing them. These facilities may not be located more than one floor above or below the SRO unit. Sanitary facilities may not be located below grade unless the SRO units are located on that level.
  - Space and security.
    - No more than one person may reside in-an SRO unit.
    - An SRO unit must contain at least one hundred ten square feet of floor space.
    - An SRO unit must contain at least four square feet of closet space for each resident (with an unobstructed height of at least five feet). If there is less closet space, space equal to the amount of the deficiency must be subtracted from the area of the habitable room space when determining the amount of floor space [[Page 23866]] in the SRO unit. The SRO unit must contain at least one hundred ten square feet of remaining floor space after subtracting the amount of the deficiency in minimum closet space.
    - Exterior doors and windows accessible from outside an SRO unit must be lockable.
- c. Access:
  - Access doors to an SRO unit must have locks for privacy in proper operating condition.
  - An SRO unit must have immediate access to two or more approved means of exit, appropriately marked, leading to safe and open space at ground level, and any means of exit required by State and local law.
  - The resident must be able to access an SRO unit without passing through any other unit.
- d. Sprinkler system: A sprinkler system that protects all major spaces, hard wired smoke detectors, and such other fire and safety improvements as State or local law may require must be installed in each building. The term “major spaces” means hallways, large common areas, and other areas specified in local fire, building, or safety codes.

### C. Congregate Housing

1. Who may reside in congregate housing? Sec. 982.606
 

An elderly person or a person with disabilities may reside in a congregate housing unit.

  - If approved by the HA, a family member or live-in aide may reside with the elderly person or person with disabilities.
  - The HA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in

accordance with 24 CFR part 8. See Sec. 982.316 concerning occupancy by a live-in aide.

2. Lease and HAP contract: Sec. 982.607  
For congregate housing, there is a separate lease and HAP contract for each assisted family.
3. Rent and housing assistance payment; FMR/exception rent limit. Sec. 982.608
  - a. Unless there is a live-in aide:
    - The FMR/exception rent limit for a family that resides in a congregate housing unit is the zero-bedroom FMR/exception rent limit.
    - However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the FMR/exception rent limit for a family that resides in a congregate housing unit is the one-bedroom FMR/exception rent limit.
  - b. If there is a live-in aide, the live-in aide must be counted in determining the family unit size.
4. Housing quality standards: Sec. 982.609
  - a. HQS standards for congregate housing. The HQS in Sec. 982.401 apply to congregate housing. However, the standards in this section apply in place of Sec. 982.401(c) (food preparation and refuse disposal). Congregate housing is not subject to the HQS acceptability requirement in Sec. 982.401(d)(2)(i) that the dwelling unit must have a kitchen area.
  - b. Food preparation and refuse disposal: Additional performance requirements. The following additional performance requirements apply to congregate housing:
    - The unit must contain a refrigerator of appropriate size.
    - There must be central kitchen and dining facilities on the premises. These facilities:
      - Must be located within the premises, and accessible to the residents;
      - Must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner;
      - Must be used to provide a food service that is provided for the residents and that is not provided by the residents; and
      - Must be for the primary use of residents of the congregate units and be sufficient in size to accommodate the residents.
    - There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.

#### D. Group Home

1. Who may reside in a group home. Sec. 982.610:
  - a. An elderly person or a person with disabilities may reside in a State-approved group home.
  - b. If approved by the HA, a live-in aide may reside with a person with disabilities.

The HA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8. See Sec. 982.316 concerning occupancy by a live-in aide.

- c. Except for a live-in aide, all residents of a group home, whether assisted or unassisted, must be elderly persons or persons with disabilities.
  - d. Persons residing in a group home must not require continual medical or nursing care.
  - e. Persons who are not assisted under the tenant-based program may reside in a group home.
  - f. No more than 12 persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.
2. Lease and HAP contract: Sec. 982.611  
For assistance in a group home, there is a separate HAP contract and lease for each assisted person.
  3. State approval of group home: Sec. 982.612  
A group home must be licensed, certified, or otherwise approved in writing by the State (e.g., Department of Human Resources, Mental Health, Retardation, or Social Services) as a group home for elderly persons or persons with disabilities.
  4. Rent and housing assistance payment: Sec. 982.613
    - a. Meaning of pro-rata portion: For a group home, the term “pro-rata portion,” means the ratio derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any HA-approved live-in aide.
    - b. Rent to owner: Reasonable rent limit.
      - The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.
      - The reasonable rent for a group home is determined in accordance with Sec. 982.503. In determining reasonable rent for the group home, the HA must consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private facilities.
    - c. Maximum subsidy:
      - Family unit size.
        - Unless there is a live-in aide, the family unit size is zero or one bedroom.
        - If there is a live-in aide, the live-in aide must be counted in determining the family unit size.
      - Voucher tenancy: The payment standard for a person who resides in a group home is the lower of:
        - The payment standard for the family unit size; or

- The pro-rata portion of the payment standard for the group home size.
  - Over-FMR tenancy: Payment standard. For an over-FMR tenancy, the payment standard for a person who resides in a group home is the lower of:
    - The FMR/exception rent limit for the family unit size; or
    - The pro-rata portion of the FMR/exception rent limit for the group home size.
- 5. Utility allowance: The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.
- 6. Housing quality standards: Sec. 982.614
  - a. Compliance with HQS: The HA may not give approval to reside in a group home unless the unit, including the portion of the unit available for use by the assisted person under the lease, meets the housing quality standards.
  - b. Applicable HQS standards:
    - The HQS in Sec. 982.401 apply to assistance in a group home. However, the standards in this section apply in place of Sec. 982.401(b) (sanitary facilities), Sec. 982.401(c) (food preparation and refuse disposal), Sec. 982.401(d) (space and security), Sec. 982.401(g) (structure and materials) and Sec. 982.401(l) (site and neighborhood).
    - The entire unit must comply with the HQS.
  - c. Additional performance requirements: The following additional performance requirements apply to a group home:
    - Sanitary facilities.
      - There must be a bathroom in the unit. The unit must contain, and an assisted resident must have ready access to:
        - A flush toilet that can be used in privacy;
        - A fixed basin with hot and cold running water; and
        - A shower or bathtub with hot and cold running water.
      - All of these facilities must be in proper operating condition, and must be adequate for personal cleanliness and the disposal of human waste. The facilities must utilize an approvable public or private disposal system.
      - The unit may contain private or common sanitary facilities. However, the facilities must be sufficient in number so that they need not be shared by more than four residents of the group home.
      - Sanitary facilities in the group home must be readily accessible to and usable by residents, including persons with disabilities.
    - Food preparation and service.
      - The unit must contain a kitchen and a dining area. There must be adequate space to store, prepare, and serve foods in a sanitary manner.
      - Food preparation and service equipment must be in proper operating condition. The equipment must be adequate for the number of residents in the group home. The unit must contain the following equipment:
        - A stove or range, and oven;
        - A refrigerator; and
        - A kitchen sink with hot and cold running water. The sink must

- drain into an approvable public or private disposal system.
- There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.
  - The unit may contain private or common facilities for food preparation and service.
  - Space and security.
    - The unit must provide adequate space and security for the assisted person.
    - The unit must contain a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space. The unit must contain at least one bedroom of appropriate size for each two persons.
    - Doors and windows that are accessible from outside the unit must be lockable.
  - Structure and material.
    - The unit must be structurally sound to avoid any threat to the health and safety of the residents, and to protect the residents from the environment.
    - Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other significant damage. The roof structure must be firm, and the roof must be watertight. The exterior or wall structure and exterior wall surface may not have any serious defects such as serious leaning, buckling, sagging, cracks or large holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., must not present a danger of tripping or falling. Elevators must be maintained in safe operating condition.
    - The group home must be accessible to and usable by a resident with disabilities.
  - Site and neighborhood. The site and neighborhood must be reasonably free from disturbing noises and reverberations and other hazards to the health, safety, and general welfare of the residents. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps, instability, flooding, poor drainage, septic tank back-ups, sewage hazards or mud slides, abnormal air pollution, smoke or dust, excessive noise, vibrations or vehicular traffic, excessive accumulations of trash, vermin or rodent infestation, or fire hazards. The unit must be located in a residential setting.

#### E. Shared Housing

1. Shared housing: Occupancy: Sec. 982.615
  - a. Sharing a unit: An assisted family may reside in shared housing. In shared housing, an assisted family shares a unit with the other resident or residents of the unit. The unit may be a house or an apartment.
  - b. Who may share a dwelling unit with assisted family.
    - If approved by the HA, a live-in aide may reside with the family to care for a

- person with disabilities. The HA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8. See Sec. 982.316 concerning occupancy by a live-in-aide.
- The persons who are assisted under the tenant-based program, or other persons who are not assisted under the tenant-based program, may reside in a shared housing unit.
  - The owner of a shared housing unit may reside in the unit. A resident owner may enter into a HAP contract with the HA. However, housing assistance may not be paid on behalf of an owner. An assisted person may not be related by blood or marriage to a resident owner.
2. Lease and HAP contract: Sec. 982.616  
For assistance in a shared housing unit, there is a separate HAP contract and lease for each assisted family.
  3. Rent and housing assistance payment: Sec. 982.617
    - a. Meaning of pro-rata portion: For shared housing, the term “pro-rata portion,” means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five bedroom unit, the ratio would be 3/5.
    - b. Rent to owner: Reasonable rent.
      - The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit.
      - The reasonable rent is determined in accordance with Sec. 982.503.
    - c. Maximum subsidy:
      - Voucher Tenancy: The payment standard is the lower of:
        - The payment standard for the family unit size; or
        - The pro-rata portion of the payment standard for the shared housing unit size.
      - Live-in aide. If there is a live-in aide, the live-in aide must be counted in determining the family unit size.
    - d. Utility allowance: The utility allowance for an assisted family residing in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.
  4. Housing quality standards: Sec. 982.618
    - a. Compliance with HQS: The HA may not give approval to reside in shared housing unless the entire unit, including the portion of the unit available for use by the assisted family under its lease, meets the housing quality standards.
    - b. Applicable HQS standards: The HQS in Sec. 982.401 apply to assistance in shared housing. However, the HQS standards in this section apply in place of Sec. 982.401(d) (space and security).
    - c. Facilities available for family: The facilities available for the use of an assisted

family in shared housing under the family's lease must include (whether in the family's private space or in the common space) a living room, sanitary facilities in accordance with Sec. 982.401(b), and food preparation and refuse disposal facilities in accordance with Sec. 982.401(c).

- d. Space and security: Performance requirements.
  - The entire unit must provide adequate space and security for all its residents (whether assisted or unassisted).
  - Each unit must contain private space for each assisted family, plus common space for shared use by the residents of the unit. Common space must be appropriate for shared use by the residents.
    - The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family may not be less than the family unit size.
    - A zero or one bedroom unit may not be used for shared housing.

F. Cooperative Housing. Sec. 982.619

1. When cooperative housing may be used: A family may reside in cooperative housing if the HA determines that:
  - a. Assistance under the program will help maintain affordability of the cooperative unit for low-income families; and
  - b. The cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).
2. Rent to owner.
  - a. The reasonable rent for a cooperative unit is determined in accordance with Sec. 982.503. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.
  - b. The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. The carrying charge includes the member's share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down-payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose.
  - c. Gross rent is the carrying charge plus any utility allowance.
  - d. The occupancy agreement/lease and other appropriate documents must provide that the monthly carrying charge is subject to HCV limitations on rent to owner.
3. Housing assistance payment: The amount of the housing assistance payment is determined in accordance with subpart K of this part.
4. Live-in aide:
  - a. If approved by the HA, a live-in aide may reside with the family to care for a

person with disabilities. The HA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8. See Sec. 982.316 concerning occupancy by a live-in aide.

- b. If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

#### G. Manufactured Home

1. Applicability of requirements: Sec. 982.620
  - a. Assistance for resident of manufactured home:
    - A family may reside in a manufactured home with assistance under the program.
    - The HA must permit a family to lease a manufactured home and space with assistance under the program.
    - The HA may provide assistance for a family that owns the manufactured home and leases only the space. The HA is not required to provide such assistance under the program.
  - b. Applicability:
    - The HQS in Sec. 982.621 always apply when assistance is provided to a family occupying a manufactured home (under paragraph (a) (2) or (a) (3) of this section).
    - Sections 982.622 to 982.624 only apply when assistance is provided to a manufactured home owner to lease a manufactured home space.
  - c. Live-in aide:
    - If approved by the HA, a live-in aide may reside with the family to care for a person with disabilities. The HA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8. See Sec. 982.316 concerning occupancy by a live-in aide.
    - If there is a live-in aide, the live-in aide must be counted in determining the family unit size.
2. Housing quality standards: Sec. 982.621  
A manufactured home must meet all the HQS performance requirements and acceptability criteria in Sec. 982.401. A manufactured home also must meet the following requirements:
  - a. Performance requirement: A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
  - b. Acceptability criteria: A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.
3. Space Rental: Rent to owner. Sec. 982.622

- a. What is included:
    - Rent to owner for rental of a manufactured home space includes payment for maintenance and services that the owner must provide to the participant under the lease for the space.
    - Rent to owner does not include the costs of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.
  - b. Reasonable rent.
    - During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined in accordance with this section. Section 982.503 is not applicable.
    - The HA may not approve a lease for a manufactured home space until the HA determines that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the HA must redetermine that the current rent to owner is a reasonable rent.
    - The HA must determine whether the rent to owner for the manufactured home space is a reasonable rent in comparison to rent for other comparable manufactured home spaces. To make this determination, the HA must consider the location and size of the space, and any services and maintenance to be provided by the owner in accordance with the lease (without a fee in addition to the rent).
    - By accepting each monthly housing assistance payment from the HA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. The owner must give the HA information, as requested by the HA, on rents charged by the owner for other manufactured home spaces.
4. Space rental: Housing assistance payment. Sec. 982.623
- a. Fair market rent: The FMR for a manufactured home space is determined in accordance with 24 CFR 888.113(e). Exception rents do not apply to rental of a manufactured home space.
  - b. Housing assistance payment:
    - Payment standard: The payment standard is used to calculate the monthly housing assistance payment for a family. The payment standard for a family renting a manufactured home space is the published FMR for rental of a manufactured home space. The amount of the payment standard is determined in accordance with Sec. 982.505(d) (4) and (d) (5).
    - Subsidy calculation: The amount of the monthly housing assistance payment for a family equals the lesser of paragraphs (c)(2)(I) or (c)(2)(ii) of this section:
      - An amount obtained by subtracting 30 percent of the family's monthly adjusted gross income from the sum of:
        - The amortization cost;
        - The utility allowance; and
        - The payment standard.

- The monthly gross rent for the manufactured home space minus the minimum rent. The minimum rent is the higher of:
      - 10 percent of monthly income (gross income); or
      - A higher minimum rent as required by law.
  - c. Amortization cost:
    - The amortization cost may include debt service to amortize costs (other than furniture costs) included in the purchase price of the manufactured home. The debt service includes the payment for principal and interest on the loan. The debt service amount must be reduced by 15 percent to exclude debt service to amortize the cost of furniture, unless the HA determines that furniture was not included in the purchase price.
    - The amount of the amortization cost is the debt service established at time of application to a lender for financing purchase of the manufactured home if monthly payments are still being made. Any increase in debt service due to refinancing after purchase of the home is not included in the amortization cost.
    - Debt service for set-up charges incurred by a family that relocates its home may be included in the monthly amortization payment made by the family. In addition, set-up charges incurred before the family became an assisted family may be included in the amortization cost if monthly payments are still being made to amortize such charges.
  - d. Annual income: In determining a family's annual income, the value of equity in the manufactured home owned by the assisted family, and in which the family resides, is not counted as a family asset.
- 5. Space Rental: Utility allowance schedule. Sec. 982.624  
 The HA must establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances must include a reasonable amount for utility hook-up charges payable by the family if the family actually incurs the expenses because of a move. Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place. Utility allowances for manufactured home space must not cover costs payable by a family to cover the digging of a well or installation of a septic system.

### **XXXV. Family Self-Sufficiency Programs**

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and assistance under the HCV rental program with public and private resources, to enable families eligible to receive assistance under these programs, and to achieve economic independence and self sufficiency.

This HA has developed an action plan and policy and procedures to implement the requirements of this program. A copy of this plan, policy, and procedure is attached to this document and is incorporated by reference as if fully set out herein. The FSS plan includes the following.

A. Eligible FSS Participants:

Description of how current HCV participants (Families currently receiving HCV assistance are the only families eligible to participate in the FSS program) will be selected to participate in the FSS program; (Reference Action Plan and Policy and Procedures to Implement the FSS Program for specific guidelines on selecting participants for the FSS program). The basis of the selection criteria is listed below:

1. Fifty (50) percent of the HA's slots will be allocated to HCV participants with one or more family members currently enrolled in, or on the waiting list for, one or more FSS related service programs such as Job Opportunities and Basic Skills Training (JOBS) and/or Job Training Partnership Act (JTPA).
2. The remaining fifty (50) percent of the HA's slots will be filled based on the date and time a family expresses interest in the FSS program. The HA will notify each HCV participant of the availability of the FSS program, in writing, and inform the families that eligibility for participation will be based on the date and time the HA is contacted by the family and an interest is expressed in the program.

The HA will keep records for a period of not less than three years, which documents how family's were selected for participation in the FSS program.

B. Termination of FSS:

If the FSS participant under reports income and assets, the HCV assistance can be terminated and/or the family can be terminated for the FSS program. In either case the HA will not credit the family's escrow account with any portion of the back rent.

1. Description of how HCV assistance is terminated and/or how FSS supportive services are withheld for violations of FSS obligations. HCV assistance is terminated in accordance with Section XI of this document. If a Family fails to meet its FSS obligations as outlined in the FSS contract of participation the family can be terminated from the FSS program. The family may lose HCV assistance if they are terminated from the FSS program. The HA is never required to terminate HCV assistance as a consequence of termination of the FSS contract.
2. If a family was selected to participate in the FSS program and was terminated because they did not meet its FSS obligations the family may be denied the opportunity to participate in the FSS program the second time based on the fact that they violated FSS obligation the first time the family participated in the FSS program. A family may also be denied the opportunity to participate in the FSS program if they owe funds to a HA.
3. If a FSS participant moves from another HA's jurisdiction with continued HCV assistance this HA is not obligated to enroll the FSS family in its FSS program. The family must qualify under the HA's guidelines for selection and participation in FSS program.

C. Reduction of Required FSS Program:

HA's may reduce their FSS obligation by one family for each FSS graduate fulfilling the family's contract of participation obligations on or after 10/21/1998. Also, minimum FSS

program size will not increase when a HA receives incremental HCV funding and/or public housing units on or after 10/21/1998.

### **XXXVI. Deconcentration Rule**

The objective of the deconcentration rule for HCV tenant-based assistance is to admit no less than 75% of its new admissions to the program to families that have income at or below 30% of the area median income. The HA will track the status of all new admissions monthly by utilizing income reports generated by the HA's computer system. The goal will be tracked monthly and if the HA is not reaching its goal, families will be skipped on the waiting list to admit a family that has income that is at or below 30% of area median income. The practice will continue until the HA achieves its goal. The HA's HCV applicant selection process, which is contained in the HCV Administrative Plan provides for the skipping of families on the waiting list to accomplish this goal.

### **XXXVII. Closing of Files and Purging Inactive Files**

This HA will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases, or cases involving a household containing a minor with a reported elevated blood-lead level.

During the term of each assisted lease and for three years thereafter the HA will keep the lease, HAP Contract and the application from the family. In addition, the HA must keep for at least three years the following records:

- Records with racial, ethnic, gender and disability status data for applicants and participants.
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.
- Accounts and other records supporting the HA and financial statements.
- Other records which may be specified by HUD.

The HA shall retain all data for current participants for audit purposes. No information shall be removed which may effect an accurate audit.

### **XXXVIII. Applicant Informal Review**

#### **A. Applicant Informal Review:**

The HA must give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice must contain a brief statement of the reasons for the HA decision. The notice must also state that the applicant may request an informal review of the decision and must describe how to obtain the informal review. The request must be in writing and presented to the HA within ten days of the notice of denial.

1. **Informal Review Process:** The HA must give an applicant an opportunity for an informal review of the HA decision denying assistance. The review may be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person. The applicant must be given an opportunity to present written or oral objections to the HA decision. The HA must notify the applicant of the final decision after the informal review. This notice must include a brief statement of the reasons for the final decision.
2. **Informal Review Not Required:** An informal review is not required to be given by the HA in the following circumstances:
  - a. Discretionary administrative determinations by the HA;
  - b. General policy issues or class grievances;
  - c. A determination of the family unit size under the HA subsidy standards;
  - d. An HA determination not to approve the suspension or extension of a voucher term;
  - e. A determination not to grant approval to lease a unit under the program, or to approve a proposed lease;
  - f. A determination that a unit selected by the applicant is not in compliance with HQS;
  - g. A determination that the unit is not in accordance with HQS because of the family size or composition.

### **XXXIX. Participant Informal Hearing**

#### **A. Participant Informal Hearing:**

The HA must give an opportunity to the participant for an informal hearing to consider whether the HA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and HA policies. Under the following circumstances:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;
- A determination of the appropriate utility allowance for tenant-paid utilities from the HA utility allowance schedule;
- A determination of the family unit size under the HA subsidy standards;
- A determination that the family is receiving subsidy for a larger number of bedrooms than appropriate for the family unit size under the HA subsidy standards, or the HA determination to deny the family's request for an exception from the standards;
- A determination to terminate assistance for a participant family because of the family's action or failure to act;
- A determination to terminate assistance because the participant family has been absent from the assisted unit for more than fourteen days in a calendar year.

- ❖ In the cases described hereinabove, the HA must give the opportunity for an informal hearing before the HA terminates housing assistance payments for the family under an outstanding HAP contract.
  1. The HA is not required to give an informal hearing for any of the following:
    - Discretionary administrative determinations by the HA;
    - General policy issues or class grievances;
    - Establishment of the HA schedule of utility allowances for families in the program;
    - A HA determination not to approve an extension or suspension of a voucher term;
    - A HA determination not to approve a unit or lease;
    - A HA determination that an assisted unit is not in compliance with HQS. Provided, however, that the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in the Voucher/Lease Addendum, or in other HUD rules and regulations or HA policies;
    - A HA determination that a unit is not in accordance with HQS because of the family size;
    - A HA determination to exercise or not to exercise any right or remedy against the owner under a HAP contract.
  2. Notice to the Family: The HA must notify the family that the family may ask for an explanation of the basis of the HA determination, and if the family does not agree with the determination, the family may request an informal hearing on the decision. The housing authority must give the family prompt written notice that the family may request a hearing, and this notice must contain a brief statement of the reasons for the decision, state that if the family does not agree with the decision, the family may request an informal hearing on the decision. The family has ten days from the date of the notice to request in writing an informal hearing. The hearing will be scheduled by the HA within ten days from the date of the request.

**B. Hearing Procedures:**

The HA must give the participant an opportunity for an informal hearing of the HA decision terminating assistance to the participant. The hearing may be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the HA hearing procedures. The HA and the participant shall each have the right to review any and all relevant documents which may be used in the hearing. If these documents are not made available for review, they may not be used in the hearing. Any fees for copying or procuring the documents shall be at the expense of the requesting party. The participant may be represented by a lawyer or other representative at the hearing. Costs of representation shall be the responsibility of the participant. The participant must be given an opportunity to present written or oral objections to the HA decision. The HA and the family must be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The HA must notify the applicant of the final decision after the informal review. This notice must include a brief statement of the reasons for the final decision. Factual determination relating to the individual circumstances of the family shall be based upon a preponderance of the evidence presented at the hearing. A copy

of the hearing decision shall be furnished promptly to the family.

**XL. Appendix “A” Definitions**

❖ = Notes

Absorption	In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family.
Adjusted Family Income	<p>Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:</p> <ul style="list-style-type: none"> <li>· A deduction of \$480.00 for each member of the family (other than head of household or spouse) who is:             <ul style="list-style-type: none"> <li>· Seventeen (17) years of age or younger or</li> <li>· Who is eighteen (18) years of age or older and a verified full-time student and/or</li> <li>· Is disabled or handicapped according to this Section.</li> </ul> </li> <li>· A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) less than thirteen (13) years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges and cannot exceed the amount of income from employment (if employed).</li> <li>· A deduction of \$400.00 for Elderly Family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this Section.</li> <li>· A deduction for any elderly family:             <ul style="list-style-type: none"> <li>· That has no Handicapped Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three (3%) percent of Total Annual Family Income.</li> <li>· That has Handicapped Assistance Expenses greater than or equal to three (3%) percent of Total Annual Family Income, an Allowance for Handicapped Assistance computed in accordance with paragraph E of this Section, plus an allowance for medical expenses that is equal to the Family's medical expenses.</li> <li>· That has Handicapped Assistance Expenses that are less than three (3%) percent of Total Annual Family Income, an allowance for combined Handicapped Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three (3%) percent of Total Annual Family Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.</li> </ul> </li> <li>· A deduction for any family that is not an elderly family but has a handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expense in excess of three (3%) percent of Total Annual Family Income, but this allowance may not exceed the employment received by family members who are eighteen (18) years of age or older as a result of the Assistance to the Handicapped or Disabled person.</li> </ul> <p><b>❖ If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the resident rent will be</b></p>

	<b>established at the HA established minimum rent.</b>
Administrative Fee	Fee paid by HUD to the HA for administration of the program and will include hard-to-house fees paid for moves by families with three or more minors, and extra counseling money that may be authorized by HUD.
Administrative Fee Reserve	(formerly “operating reserve”) Account established by HA from excess administrative fee income. HA administrative fees may only be used to cover costs incurred to perform HA administrative responsibilities for the program in accordance with HUD regulations and requirements.
Administrative Plan	The administrative plan describes HA policies for administration of the tenant-based programs. This document is the administrative plan for the HA.
Admission	The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.
Adult	An adult is a person who has reached his/her 19th birthday or 18 years of age and married (not common law), who has been relieved of the disability of non-age by the juvenile court, or who has been convicted of a crime as an adult under any Federal, State or tribal law. Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.
Amortization Payment	In a manufactured home space rental, the monthly debt service payment by the family to amortize the purchase price of the manufactured home.
Annual Contributions Contract (ACC)	A written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.
Annual Income <b>NOTE: Change to Annual Income as highlighted is effective January 1, 2010.</b>	<p>Annual income means all amounts, monetary or not, which: (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or (2) Are based on, at the time of admission, reexamination, or recertification: (i) actual income being received (projected forward for a twelve month period); or (ii) past actual income received or earned within the last twelve months of the determination date, as HUD may prescribe in applicable administrative instructions when; (A) the family reports little or no income; and (B) the HA is unable to determine annual income due to fluctuations in income (e.g., seasonal or cyclical income); (3) Which are not specifically excluded (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.</p> <p>Total Annual Family Income includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>· The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses);</li> <li>· Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining Net Income.) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service</li> </ul>

regulations. Any withdrawal of cash or other assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

- Interest, dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). All allowance for depreciation is permitted only as authorized in Paragraph B of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has Net Family Assets in excess of \$5,000.00, 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 benefit and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment; (Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS))
- Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and severance pay, but see Paragraph 55-C in this section.
- Welfare assistance: (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments: (A) qualify as assistance under the TANF program definition at 45 CFR 260.31; and (B) are not otherwise excluded under definition of income exclusions in this section. (ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. If the payments actually received are different than the determined amount, rent can be adjusted in accordance with Section III D of the dwelling lease.
- All regular pay, special pay, and allowances of a member of the Armed

	<p>Forces (except special pay for exposure to hostile fire).</p> <p>❖ If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.</p> <p>Participants that receive lump-sum payments that are included as income and fall in the categories listed above, (Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS)), must report the income to the Section 8 Coordinator as soon as possible but no later than ten (10) calendar days after receipt of the funds and the applicable portion of the payment that is due as excess subsidy is due fourteen (14) days after the HA notifies the family of the amount due.</p> <p>Unreported Income: If a participant fails to report income the assistance will be terminated under the terms of the voucher. If the act is determined by the HA to be intentional, the tenant will be obligated to pay the applicable portion of the subsidy for any and all unreported income. If the unreported income was unintentional by the participant the participant will be billed for the amount due the HA and the amount will be payable within fourteen (14) days. If the payment cannot be made in one payment, the participant may request the HA to approve a repayment schedule. Any repayment agreement must be in writing and signed by the participant and a HA representative. The HA has the sole discretion as to whether or not to enter into a repayment agreement and shall consider circumstances such as fraud and/or mistake in making the decision.</p>
Applicant	A person or a family that has applied for admission to the program but is not yet a participant in the program.
Area of Operation	The jurisdiction of the HA as described in applicable State law and the HA's Articles of Incorporation.
Assets	Assets mean cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles, and household effects or the value of business assets. <b>IMPORTANT:</b> See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR 5.603 for definition of Net Family Assets)
Care Attendant	A person that regularly visits the unit of a HA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by HA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.
Catastrophic Involuntary Displacement	Displacement that may be caused by fire, acts of nature
Child	A member of the family, other than the family head or spouse, who is under 18

	years of age.
Child Care Expenses	<p>Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to actively seek employment (which shall be documented by the family to the satisfaction of the HA), be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the HA, by conducting surveys of local childcare providers.</p> <p>❖ <b>If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the tenant rent will be established at the HA established minimum rent.</b></p>
Child Custody	<p>A. The applicant/participant must have primary custody of the child.  B. The applicant/participant must provide sufficient evidence that the child would reside with the Section 8 participant.</p> <p>❖ The same child cannot be claimed by more than one applicant.</p>
Citizen	A citizen or national of the United States.
Co-head of Household	A household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.
Common Space	In shared housing: Space available for use by the assisted family and other occupants of the unit.
Congregate Housing	Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.
Contiguous Metropolitan Statistical Area (MSA)	In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located.
Continuously Assisted	An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Section 8 program.
Contract Authority	The maximum annual payment by HUD to an HA for a funding increment.
Cooperative Housing (Mutual Housing)	Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.
Covered Person	For the purposes of screening and terminating participation for criminal activity, a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.
Dependent	A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student, and qualifies for a \$480 deduction when computing

	income-based rent. [24 CFR 5.603] An unborn child shall not be considered a dependent.
Disabled Family	A family whose head, spouse, or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. [24 CFR 5.403]
Disabled Person	(See Handicapped Person)
Displaced Family	A person, or family, displaced by governmental action, or 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.
Displaced Person	A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the former Federal preference for involuntary displacement. [(42 USC 1437a(b)(3)]
Divestiture Income	Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets [24 CFR 5.603] in this section.)
Domicile	The legal residence of household head or spouse as determined in accordance with State and local law.
Drug	A controlled substance as defined in the Controlled Substances Act. [24 CFR 5.100]
Drug-related Criminal Activity	The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug. [24 CFR 5.100]
Elderly Family	A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. [24 CFR 5.403]
Elderly Person	A person who is at least 62 years of age. [42 USC 1437a(b)(3)]
Enterprise Income Verification (EIV)	A computerized Social Security Number matching system utilized to obtain income information.
Evidence Of Citizenship or Eligible Immigration Status	The documents that must be submitted to evidence citizenship or eligible immigration status.
Extremely Low Income Family	A Family who's Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.
Fair Market Rent (FMR)	The rent, including the cost of utilities (except telephone), that would be required to be paid in the housing market area to obtain privately owned, existing, decent,

	<p>safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs for existing housing are established by HUD for housing units of varying sizes (number of bedrooms), and are published in the Federal Register in accordance with 24 CFR, part 888.</p>
<p>Familial Status</p>	<p>A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons. Individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are only entitled to a one-bedroom unit. However, a single pregnant woman must be treated as a 2-person family to determine subsidy standard. Once custody is obtained, the family's subsidy standard will be redetermined and authorized to transfer as outlined in the Transfer Section if larger unit is required.</p>
<p>Family</p>	<ul style="list-style-type: none"> <li>· Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in Section 8 housing; OR</li> <li>· Two or more persons who are not so related, but are regularly living together, can verify shared income or resources that will live together in Section 8 housing.</li> </ul> <p><b>❖ By definition, a family must contain a competent adult of at least 19 years of age or 18 years of age and married (not common law) to enter into a contract and capable of functioning as the head of the household. If an individual is 18 and qualifies under the definition of family by being married, the head of household and the spouse must be parties to the lease, if both are residing in the premises.</b></p> <p>The term family also includes the following terms defined in this Section:</p> <ul style="list-style-type: none"> <li>· Elderly family</li> <li>· Near elderly family</li> <li>· Disabled family</li> <li>· Displaced person</li> <li>· Single person</li> <li>· Remaining member of a tenant family,</li> <li>· A foster care arrangement, or a kinship care arrangement</li> </ul> <p>Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. [24 CFR § 5 and 960]</p> <ul style="list-style-type: none"> <li>· Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.</li> <li>· Foster Care Arrangements include situations in which the family is caring for a foster adult, child, or children in their home who have been placed there by</li> </ul>

	a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.
Family Self-Sufficiency (FSS) Program	The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services (42 U. S. C. 1437u). Reference 24 CFR, part 984.
Family Share	The portion of rent and utilities paid by the family.
Family Unit Size	The appropriate number of bedrooms for a family. Family unit size is determined by the HA under the HA subsidy standards.
Foster Children	With the prior written consent of the Landlord, a foster child may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include: <ul style="list-style-type: none"> <li>· Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.</li> <li>· The Landlord's obligation to make reasonable accommodation for handicapped persons.</li> </ul>
Full -Time Student	A member of a family (other than the head of household or spouse) who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school, or trade school [24 CFR 5.603]. The attended educational institution will supply verification.
Funding Increment	Each commitment of budget authority by HUD to an HA under the consolidated ACC for the HA program.
Gross Rent	The sum of the rent to owner plus any utility allowance.
Group Home	A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-aid).
Guest	A guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined.
Handicapped Assistance Expense	Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
Handicapped Person And/Or Disabled Person	A person having a physical or mental impairment which: <ul style="list-style-type: none"> <li>· Is expected to be of long-continued and indefinite duration,</li> <li>· Substantially impedes his/her ability to live independently, and</li> <li>· Is of such a nature that such disability could be improved by more suitable</li> </ul>

	<p>housing conditions.</p> <ul style="list-style-type: none"> <li>❖ All three conditions must be met to qualify as handicapped. A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)), or is handicapped as defined below: <ul style="list-style-type: none"> <li>· Section 223 of the Social Security Act defines disability as: <ol style="list-style-type: none"> <li>(1) "Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or</li> <li>(2) In the case of any individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in Section 416(I) 1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."</li> </ol> </li> <li>· Section 102(5), of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as: <p>"A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."</p> </li> <li>· No individual shall be considered to be a person with a disability for purposes of eligibility for low-income housing solely on the basis of any drug or alcohol dependency.</li> </ul> </li> </ul>
Hazardous Duty Pay	Pay to a family member in the Armed Forces away from home and exposed to hostile fire.
Head Of Household	The adult member of the family (identified by the family) who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to family obligations.
Homeless Family	<p>Any individual or family who:</p> <ul style="list-style-type: none"> <li>· Lacks a fixed, regular, and adequate nighttime residence;</li> <li>· Has a primary nighttime residence that is: <ol style="list-style-type: none"> <li>(1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill);</li> <li>(2) An institution that provides a temporary residence for individuals</li> </ol> </li> </ul>

	<p>intended to be institutionalized; or</p> <p>(3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.</p> <ul style="list-style-type: none"> <li>· A homeless family does not include: <ul style="list-style-type: none"> <li>(1) Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or</li> <li>(2) Any individual who is a Single Room Occupant that is not considered substandard housing.</li> </ul> </li> </ul>
Household	The family and a HA-approved Live-in Aide.
Housing Agency	Housing Agency (Public Housing Agency (PHA), PHA and HA are the same thing) A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.
Housing Assistance Payment (HAP)	<p>The monthly assistance payment made by the HA. The total assistance payment consists of:</p> <ul style="list-style-type: none"> <li>· A payment to the owner for rent to the owner under the family’s lease.</li> <li>· An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a “utility reimbursement.”</li> </ul> <p><b>❖ The HA may elect to pay the appropriate amount directly to the utility provider.</b></p>
Housing Assistance Payment Contract	A written contract between an HA and an owner, in the form prescribed by HUD, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.
Housing Quality Standards (HQS)	The HUD minimum quality standards for housing assistance under the tenant-based programs.
HUD - Housing and Urban Development	The U. S. Department of Housing and Urban Development.
HUD Requirements	HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.
Income Exclusions	<p>Annual Income does not include such temporary, non-recurring or sporadic income as the following:</p> <ul style="list-style-type: none"> <li>· Income from employment of children (including foster children) under the age of eighteen (18).</li> <li>· Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).</li> <li>· Kinship care payments when foster children are placed with relatives.</li> <li>· Lump-sum additions to family assets, such as, inheritances, insurance payments, (including payments under health and accident insurance and</li> </ul>

	<p>workmen's compensation), capital gains, and settlements for personal or property losses (except payment in lieu of earnings).</p> <ul style="list-style-type: none"> <li>· Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.</li> <li>· Income of a live-in aide (as defined in this policy).</li> <li>· The full amount of student financial assistance paid directly to the student or to the educational institution.</li> <li>· The special pay to a family member serving in the armed forces who is exposed to hostile fire.</li> <li>· Amounts received under training programs funded by HUD.</li> <li>· Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).</li> <li>· Amounts received by a participant in other publicly assisted programs which is specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.</li> <li>· Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the HA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time.</li> <li>· Incremental earnings and benefits resulting to any family member from participation in State or local employment training programs (including training programs not affiliated with a local government) in training of a family member as resident Management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.</li> <li>· Temporary, nonrecurring, or sporadic income (including gifts).</li> <li>· Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.</li> <li>· Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).</li> <li>· Adoption assistance payments in excess of \$480 per adopted child.</li> <li>· Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.</li> <li>· 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.</li> <li>· Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the costs of services and equipment to help keep the developmentally disabled family member at</li> </ul>
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	<p>home.</p> <ul style="list-style-type: none"> <li>· The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.</li> <li>· Payments to volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973.</li> <li>· Payments received under the Alaska Native Claims Settlement Act.</li> <li>· Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes.</li> <li>· Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program.</li> <li>· Payments received under programs funded in whole or in part under the Job Training Partnership Act. Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Work Force Investment Act of 1998.</li> <li>· Income derived from the disposition of funds to the Grand River band of Ottawa Indians.</li> <li>· The first \$2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interest of individual Indians in trust or restricted lands, including the first \$2,000.00 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands.</li> <li>· Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under federal work-study programs or under Bureau of Indian Affairs Student Assistance Programs.</li> <li>· Payments received from Programs funded under Title V of The Older Americans Act of 1985.</li> <li>· Payments received on or after January 1, 1989, from the Agent Orange settlement fund or any other fund established pursuant to the settlement. In Re: Agent-Product Liability Litigation M.D.L. No. 381 (EDNY)</li> <li>· Payments received under the Maine Indian Claims Settlement Act of 1980.</li> <li>· The value of any childcare 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.</li> <li>· Earned Income Tax Credit (EITC) refund payments received on or after January 1, 1991.</li> <li>· Payments by the Indian Claims Commission to the confederated tribes and bands of the Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.</li> <li>· Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990.</li> <li>· Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spina bifida who is the child of a Vietnam Veteran.</li> <li>· Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the costs of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims</li> </ul>
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of Crime Act.

- Allowances, earnings, and payments to individuals participating in programs under the Work Force Investment Act of 1998.
- Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- Twelve Month Exclusions (Self-sufficiency incentives)(***Disabled Families Only***):

(1) 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, section 22 of the U.S. Housing Act of 1937, and the Quality Housing and Work Responsibility Act of 1998 (referred to as the 1998 Act) or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:

(a) Comparable Federal, State or Local Law means a program providing employment training and supportive services that:

- (i) Are authorized by a federal, state or local law;
- (ii) Are funded by federal, state or local government;
- (iii) Are operated or administered by a public agency;
- (iv) Has as its objective to assist participants in acquiring job skills; and/or
- (v) If applicable, is a participant in the HA Family Self-Sufficiency Program.

(b) Exclusion period means the period during which the resident participates in a program described in this section, plus 12 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 and the 1998 Act. Amount previously being received, including TANF, will continue to be counted as annual income.

(c) Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment-training program or subsequent job.

(2) In addition to the training exclusion listed above, the 1998 Act excludes the income for 12 months of a family member who was previously unemployed for one or more years, which is defined as a minimum of 12 consecutive months. This includes a person who has earned income during the previous 12 months but the income was no more than 10 hours of work per week for 50 weeks at or below the established minimum wage. The 1998 Act also excludes the income for 12 months for any resident who received assistance under the Temporary Assistance for Needy Families (TANF) program in the last six (6) months. The TANF funding received must be a minimum of \$500 over a six-month period. A representative from the TANF agency must verify that the resident is or was receiving TANF benefits within the last six months. The six month period will start on the day the resident reports the income to the

	<p>HA. Also, the 1998 Act excludes for 12 months the income resulting in the participation of a family member in the HA Family Self-Sufficiency Program, if applicable to the HA.</p> <p>(3) Phase-in-of Rent Increases: Upon the expiration of the 12-month exclusion period as described in this section, the rent payable by a family may be increased due to continued employment of the resident but the increase will be limited to 50% of the increase in the total rent increase. The increase will be effective on the first day of the thirteenth month and expire on the twenty-fourth month. After the conclusion of the twenty-four month period, the applicable rent calculated without exclusions, as described in this section, and in accordance with federal regulations will be due and payable on the first of the twenty-fifth month. Total income will include income counted in the previous twelve months plus 50% of the increase.</p> <p>(4) Maximum four-year disallowance. The disallowance of increased income of an individual family member as provided above is limited to a lifetime 48-month period. It only applies for a maximum of 24 months as described above during the 48 period starting from the initial exclusion period.</p> <p>(5) Inapplicability to admission. The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program.</p> <p>(a) If a person is employed prior to admission they will not qualify for this income exclusion.</p> <p>(b) If a family member begins employment after admission they may be eligible for income exclusion.</p>
Infant	A child under the age of two years.
Initial Contract Rent	In the certificate program, the contract rent at the beginning of the initial lease term.
Initial HA	In portability, the term refers to both: <ul style="list-style-type: none"> <li>• An HA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting HA.</li> <li>• An HA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing HA.</li> </ul>
Initial Lease Term	The initial term of the assisted lease. The initial lease term must be for at least one year.
Initial Payment Standard	The payment standard at the beginning of the HAP contract term.
Initial Rent to Owner	The rent to owner at the beginning of the initial lease term.
INS	The U. S. Immigration and Naturalization Service.
Interim Redetermination of Rent	Changes of rent between admissions and reexaminations and the next succeeding reexamination.
Involuntary Displacement	Families that meet the definition of involuntary displaced qualify for a preference in the selecting applicants for admission to public housing.

Jurisdiction	The area in which the HA has authority under State and local law to administer the program.
Lease	<ul style="list-style-type: none"> <li>• A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the HA.</li> <li>• In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement established the conditions for occupancy of the member’s cooperative dwelling unit by the member’s family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the HA. For purposes of part 982, the cooperative is the Section 8 “owner” of the unit, and the cooperative member is the Section 8 “tenant.”</li> </ul>
Lease Addendum	In the lease between the tenant and the owner, the lease language required by HUD.
Live-in Aide	<p>A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by HA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403]. HA policy on Live-in Aides stipulates that:</p> <ul style="list-style-type: none"> <li>(i) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;</li> <li>(ii) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);</li> <li>(ii) Live-in Aides have no right to the unit as a remaining member of a resident family;</li> <li>(iv) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family;</li> <li>(v) A Live-in Aide will be required to meet HA's screening requirements with respect to past behavior especially: <ul style="list-style-type: none"> <li>• A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;</li> <li>• Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and</li> <li>• A record of eviction from housing or termination from residential programs.</li> </ul> </li> </ul>
Low-Income Household	A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families [42 USC 1437a(b0)]

Manufactured Homes	A Manufactured structure that is built on a permanent chassis that is designed for use as a principal place of residence, and meets the HQS.
Manufactured Home Space	In manufactured home space rental: a space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.
Medical Expense	Those necessary medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses, in excess of three percent (3%) of Annual Income, are deductible from income by elderly families only [24 CFR 5.603].
Military Service	Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.
Minimum Rent	The HA has the discretion to establish the minimum rent from \$0 up to \$50.
Minimum Rent hardship Exemptions	<ul style="list-style-type: none"> <li>• The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:</li> <li>• The family has lost eligibility for, or is awaiting an edibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.</li> <li>• The family would be evicted as a result of the implementation of the minimum rent.</li> <li>• The income of the family has decreased because of changed circumstance, including loss of employment.</li> <li>• A death in the family has occurred which affects the family circumstances.</li> <li>• Other circumstances which may be decided by the HA on a case-by-case basis. <ul style="list-style-type: none"> <li>○ All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.</li> <li>○ If a resident requests a hardship exemption (<b>prior to the rent being delinquent</b>) under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.</li> </ul> </li> </ul>
Minor	A "minor" is a person under nineteen years of age. Provided, that a married person 18 years of age or older shall be considered to be of the age of majority. (An

	unborn child may not be counted as a minor.) Some minors are permitted to execute contracts, provided a court declares them “emancipated.”
Mixed Family	A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
Monthly Adjusted Income	One-twelfth of Adjusted Annual Income.
Monthly Income	One twelfth of Annual Income.
Mutual Housing	See definition of “cooperative housing.”
Multifamily Housing Project	For purposes of Section 504, means a project containing five or more dwelling units. [24 CFR 8.3]
National	A person who owes permanent allegiance to the united States, for example, as a result of birth in a United States territory or possession.
Net Family Assets	<p>The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR 5.603]</p> <ul style="list-style-type: none"> <li>(a) Real property (land, houses, mobile homes)</li> <li>(b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)</li> <li>(c) Cash value of whole life insurance policies</li> <li>(d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)</li> <li>(e) Other forms of capital investments (business equipment)</li> </ul> <p>Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity. Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms [24 CFR 5.603(b)(3)].</p>
Non-citizen	A person who is neither a citizen nor national of the United States.
Notice of Funds Availability (NOFA)	For budget authority that HUD distributes by competitive process, the federal register document that invites applications for funding. The document explains how to apply for assistance and the criteria for awarding the funding.
Other Person Under the Tenant's Control	The person although not staying as a guest in the unit is or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control (e.g. the Pizza Delivery person)

Owner	Any person or entity with the legal right to lease or sublease a unit to a participant.
Participant	A family that has been admitted to the HA program, and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family.
Payment Standard	The maximum subsidy payment for a family (before deducting the family contribution). The HA sets a payment standard in the range from 90 percent to 110 percent of the current FMR.
Person with Disabilities [42 USC 1437a(b)(3)]	Means a person who: <ul style="list-style-type: none"> <li>(a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,</li> <li>(b) Has a physical, mental or emotional impairment that: <ul style="list-style-type: none"> <li>· Is expected to be of long continued and indefinite duration;</li> <li>· Substantially impedes his/her ability to live independently; and,</li> <li>· Is of such nature that such disability could be improved by more suitable housing conditions; or,</li> </ul> </li> <li>(c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 6001 (5)].</li> </ul> <p>❖ <b>A person with disabilities may be a child.</b></p>
Portability	Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial HA.
Preference	At the option of the HA, a preference system can be used to select among applicant families.
Premises	The building or complex in which the dwelling unit is located, including common areas and grounds.
Private Space	In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.
Program	The tenant-based housing voucher program.
Project Based	Rental assistance that is attached to the structure.
Public Housing Agency (HA)	Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development of operation of housing for lower income families.
Reasonable Rent	A rent to owner that is not more than either: <ul style="list-style-type: none"> <li>· Rent charged for comparable units in the private unassisted market; or</li> <li>· Rent charged by the owner for a comparable unassisted unit in the building or premises.</li> </ul>
Receiving HA	In portability, an HA that receives a family selected for participation in the tenant-based program of another HA. The receiving HA issues a certificate or voucher, and provides program assistance to the family.
Reexamination	Reexamination is sometimes called recertification. The process of securing documentation, which indicates that tenants meet the eligibility requirements for,

	continued occupancy.
Re-Examination Date	The date on which any rent change is effective or would be effective if required as a result of the annual reexamination of eligibility and rent. The reexamination date(s) is the anniversary date (month) of the lease.
Remaining Member Of The Resident Family	The person(s) of legal age remaining in the leased unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, which may or may not normally qualify for assistance on their own circumstances. An individual must occupy the unit to which he claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may retain assistance for a reasonable time pending the verification and hearing process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain on the program. Any person who claims him or herself as a remaining member shall, in the event that the HA declares him or her ineligible for remaining member status, be entitled to the hearing process upon notice to him or her that he or she is not considered to be a remaining member of the household. The person requesting remaining member status must request this hearing in writing within ten days from the date of the departure of the head of household. The HA does not recognize the person as a participant by giving him or her opportunity for a hearing. A remaining member shall not be considered to be a participant until such time as a new lease is executed by the HA and the person granted tenant status after the verification status.
Rent to Owner	The total monthly rent payable to the owner under the lease for the unit. Rent to Owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.
Set-Up Charges	In a manufactured home space rental: charges payable by the family for assembling, skirting, and anchoring the manufactured home.
Shared Housing	A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.
Single Person	A person who lives alone or intends to live alone, and who does not qualify as an elderly family or a displaced person, or as the remaining member of a tenant family.
Single Room Occupancy	Single Room Occupancy (SRO) Housing is a unit which does not contain sanitary facilities or food preparation facilities, or which contains one but not both types of facilities, and is suitable for occupancy by an eligible individual who is capable of independent living. SRO Housing is not substandard solely because it does not contain sanitary facilities or food preparation facilities, or both.
Special Admission	Admission of an applicant that is not on the HA waiting list, or without considering the applicant's waiting list position.
Spouse	A spouse is the legal husband or wife of the head of the household.
Standard Permanent	Is housing:

Replacement Housing	<ul style="list-style-type: none"> <li>· That is decent, safe, and sanitary;</li> <li>· That is adequate for the family size; and</li> <li>· That the family is occupying pursuant to a lease or occupancy agreement.</li> </ul> <p>❖ <b>Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.</b></p> <p>A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.</p>
Subsidy Standards	Standards established by an HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and composition.
Substandard Housing	<p>A unit is substandard if it:</p> <ul style="list-style-type: none"> <li>· Is dilapidated;</li> <li>· Does not have operable indoor plumbing;</li> <li>· Does not have a usable flush toilet inside the unit for the exclusive use of a family;</li> <li>· Does not have a usable bathtub or shower inside the unit for the exclusive use of a family;</li> <li>· Does not have electricity, or has inadequate or unsafe electrical service;</li> <li>· Does not have a safe or adequate source of heat;</li> <li>· Should, but does not, have a kitchen; or</li> <li>· Has been declared unfit for habitation by an agency or unit of government.</li> </ul> <p>A housing unit is dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.</p> <p>An applicant who is a "homeless family" is living in substandard housing. For purposes of the preceding sentence, a "homeless family" includes any individual or family who:</p> <ul style="list-style-type: none"> <li>· Lacks a fixed, regular, and adequate nighttime residence; and</li> <li>· Has a primary nighttime residence that is: <ul style="list-style-type: none"> <li>(a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing programs);</li> <li>(b) An institution that provides a temporary residence for individuals intended to be institutionalized; or</li> <li>(c) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.</li> </ul> </li> </ul>
Suspension	Stopping the clock on the term of a family's certificate or voucher on the date that

	the HA receives the request for lease approval by the family.
Temporarily Absent Family Members	Any person(s) on the lease that is not living in the household for a period of more than thirty-days (30) is considered temporarily absent. Absences of more than six months are not generally considered to be temporary and must be approved by the HA.
Tenant Rent	The amount payable monthly by the Family as rent to the landlord. Where all utilities (gas, water, and electricity) are supplied by the landlord, Tenant Rent equals Total Tenant Payment or minimum rent. Where some or all utilities (gas, water and electricity) are not supplied by the HA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment or minimum rent less the utility allowance. Telephone and cable television service is not a utility.
Total Tenant Payment (TTP)	The TTP, or income-based rent, is calculated using the following formula: A. For the Public Housing Program, the TTP must be the greater of: <ol style="list-style-type: none"> <li>(1) 30 percent of family monthly adjusted income (see note);</li> <li>(2) 10 percent of family monthly income; or</li> <li>(3) Which is the minimum rent set by the HA</li> </ol> B. If the Resident pays any of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. [24 CFR 5.613] See the definition for Tenant Rent. It is possible for Section 8 participants to qualify for a utility reimbursement despite the requirement of a minimum rent. For example, if a participant family's TTP is the minimum rent of \$25 and the utility allowance for the size and type unit the family has selected is \$60, the family would receive a utility reimbursement of \$35 (\$60 less \$25) for tenant purchased utilities.
Utilities	Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility.
Utility Allowance	If the cost of utilities (except telephone and cable) and other housing services for an assisted unit is not included in the rent, but is the responsibility of the family occupying the unit, then the utility allowance is an amount equal to the estimate made or approved by the HA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. If the family pays directly for one or more utilities or services, the amount of the allowance is deducted from the gross rent in determining the contract rent and is included in the gross family contribution.
Utility Reimbursement Payment (URP)	Utility Reimbursement Payment is the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. At the discretion of the HA, the check may be made payable jointly to the resident and utility provider or directly to the utility provider.
Very Low-Income Family	A lower Income Family means a family whose annual income does not exceed 50 percent 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 percent 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 [42 USC 1437a(b)].
Violent Criminal Activity	Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage.
Voucher	A document issued by an HA to a family selected for to the housing voucher program. The voucher describes the program and the procedures for HA approval of a unit selected by the family. The voucher also states the obligation of the family under the program.
Voucher Holder	A family holding a voucher with unexpired search time.
Wage Earner	A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions, and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.
Waiting List Admission	An admission from the HA waiting list.
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.

**XLI. Appendix “B” Determination of Portability Request**

**Note:**

**A fillable version of this form is located on the AAHRA webpage**

**The rest of this page is intentionally left blank. The form follows on the next page.**

**DETERMINATION OF PORTABILITY REQUEST**

PHA		Family Name		Date	
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Title 24 CFR Part 982.314 (e)(1) states that PHAs may deny a move if the PHA does not have sufficient funding for continued assistance. For portability moves, HQ has advised that PHAs should document three stipulations before denying a move. There must be insufficient funding for continued assistance, it must be confirmed that the receiving PHA(s) will not be absorbing the voucher, and the cost of HAP will be higher in the new jurisdiction. The following documents the PHA determination:

Location(s) where family has requested to move \_\_\_\_\_

PHA(s) contacted:

PHA Name	Person Contacted	Phone #	Absorb (Y/N)

Will any of the PHAs absorb the family? **Yes/No** If yes, portability is approved. If no, continue below:

Determination of higher cost area:

Subsidy Standard (ST) for Family \_\_\_\_\_ Payment Standard (PS) for Family \_\_\_\_\_

Receiving PHA	Subsidy Standard	Payment Standard

Is the payment standard less at any of the PHAs? **Yes/No** If yes, portability is approved.

If no, compute the estimated additional cost for the remainder of the year (current PS \_\_\_\_\_ less receiving PHA PS \_\_\_\_\_ times remaining months \_\_\_\_\_ = additional cost \_\_\_\_\_) and continue below:

Determination of sufficient funds:

Has the PHA developed and implemented a cost reduction plan for HAP? Yes/ No

If no, a plan must be developed and implemented prior to denying a port.

- a. Total budget authority approved for CY 2005 (a) \_\_\_\_\_
- b. HAP expended through the last month (b) \_\_\_\_\_
- c. Current vouchers leased (c) \_\_\_\_\_
- d. Current HAP PUC (d) \_\_\_\_\_
- e. Current monthly HAP (c \* d) (e) \_\_\_\_\_
- f. Estimated remaining HAP needs (e \* remaining months) (f) \_\_\_\_\_
- g. Total projected HAP for year (b + f) (g) \_\_\_\_\_
- h. Projected balance (deficit) for CY 2005 (a – g) (h) \_\_\_\_\_

Is h negative? **Yes/No** If yes, deny portability.

If no, is h less than the estimated additional cost computed above? **Yes/No** If yes, deny portability.

If no, approve portability.

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

\_\_\_\_\_ Sign

\_\_\_\_\_ Date

**XLII. Appendix “C” PHA’s Rent Reasonableness Methodology**

**NOTE**

**Each PHA Should Insert There Rent Reasonableness Methodology Here.**

**The rest of this page is intentionally left blank.**

**XLIII. Appendix “D” PHA’s HAP Cost Reduction Plan**

## RESIDENT ADVISORY BOARD

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TUSCALOOSA, AL 35401  
205.239.6811



# Resident Advisory Board Comments

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Resident Advisory Board Member:

Robertson Lowe

Comments:

Cabinets, counter tops, new stores  
Painting (walls and doors)

Signature: Beth McCon

Date: 11/30/09



## Resident Advisory Board Comments

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Resident Advisory Board Member:

John Wedgeworth

Comments:

I have had the lights replace, they have been shot out?  
shatter proof glass, better lighting

Replacement, of the cabinets counter top's in kitchen area,

Signature: John Wedgeworth

Date: 11-30-09

## Resident Advisory Board Comments

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Comments made by the Resident Advisory Board are being reviewed and will be address through CFP. THA has submitted a HOPE VI application for Rosedale Court and the comments for the development will be addressed through the award of HOPE VI or through the CFP Program.